

CALIFORNIA STATE UNIVERSITY, STANISLAUS
AFFINITY AGREEMENT

12-03-07

This Affinity Agreement (the "Agreement") is entered into as of this 3rd day of December, 2007, (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 STATE UNIVERSITY, STANISLAUS, a California public university having its principal place of business in Turlock, California ("CSUS") for themselves, and their respective successors and assigns.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, CSUS and Bank agree as follows:

1. DEFINITIONS

When used in this Agreement,

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

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

"**CSUS Affiliate**" means any entity controlling, controlled by or under common control with CSUS.

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

"**Customer**" means any Member who is a participant in 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 CSUS complies with the GIP provisions of this Agreement.

"**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 CSUS, or a CSUS Affiliate, provided that an individual cannot access the proceeds of any such student financial aid or student loan program.

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

"GIP Account" means a consumer Credit Card Account opened pursuant to a GIP in which CSUS 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 Option GIP Account" means a Consumer Gold Option Account opened pursuant to a GIP in which CSUS complies with the GIP provisions of this Agreement.

"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.

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

"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) students of CSUS, (ii) alumni of CSUS, (iii) friends, faculty and staff of CSUS, (iv) fans, ticket holders, donors and contributors of any CSUS athletic team or athletic department and/or (v) other potential participants mutually agreed to by CSUS 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 CSUS complies with the GIP provisions of the Agreement.

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

2. RIGHTS AND RESPONSIBILITIES OF CSUS

(a) The CSUS agrees that during the term of this Agreement neither CSUS, nor any CSUS Affiliate 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, CSUS 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 CSUS 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, CSUS may accept print advertising from any financial institution provided that the advertisement does not contain advertising for a Financial Service Product.

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

(c) CSUS authorizes Bank to solicit its Members by mail, direct promotion, advertisements, and/or e-mail for participation in the Program.

(d) CSUS 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 CSUS, 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 CSUS shall conspicuously identify CSUS as being associated with the business described in the mailing. In the event that Bank incurs a cost because of a change in the CSUS Trademarks (*e.g.*, the cost of reissuing new credit cards), Bank may deduct such costs from Royalties due CSUS. In the event such costs exceed Royalties then due CSUS, CSUS shall promptly reimburse Bank for all such costs.

(e) CSUS shall, and shall cause any CSUS 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 CSUS, and except for communications relating to CSUS compliance with applicable California privacy law requirements. Notwithstanding the above, CSUS 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 CSUS. Any correspondence received by CSUS 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) CSUS hereby grants Bank and its affiliates a limited, exclusive license to use the CSUS 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 CSUS Trademarks, notwithstanding the transfer of such CSUS Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. CSUS shall provide Bank all CSUS 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 CSUS' execution of this Agreement. Nothing stated in this Agreement prohibits CSUS from granting to other persons a license to use the CSUS Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.

(g) CSUS shall permit Bank to advertise the Program on its home page and at other prominent locations within the Internet site(s) of CSUS. 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 CSUS to the GIP compensation set forth on Schedule A, subject to the other terms and conditions of this Agreement. CSUS 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), CSUS 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 CSUS' Internet site(s), including without limitation any "members only" pages, that CSUS 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 CSUS.

(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 CSUS.

(e) Subject to applicable law and regulation, Bank has the right to place CSUS 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. CSUS shall have final approval of the use and appearance of the CSUS 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 CSUS or a CSUS Affiliate, for such gifts or premiums. CSUS 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 CSUS' 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 CSUS.

(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, CSUS shall provide Bank with Mailing Lists free of any charge; provided, however, that CSUS shall not include in any Mailing List the name and/or related information regarding any person who has expressly requested that CSUS not provide his/her personal information to third parties. In the event that Bank incurs a cost because of a charge assessed by CSUS or its agents for an initial Mailing List or an update to that list, Bank may deduct such costs from Royalties due CSUS. CSUS shall provide the initial Mailing List, containing at least thirty-three thousand (33,000) 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 CSUS' execution of this Agreement. Notwithstanding anything contained in this Section 4(a) to the contrary, CSUS, in its sole discretion, may forward to Bank an updated Mailing List more frequently than Bank may request such updated Mailing List from CSUS; provided however, that Bank shall not be obligated to accept a Mailing List from CSUS more frequently than at least ninety (90) days from the date that Bank last received a Mailing List from CSUS, 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 CSUS 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 CSUS. 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 CSUS.

5. REPRESENTATIONS AND WARRANTIES

(a) CSUS 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) CSUS 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 CSUS 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. CSUS 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 alumni association or any organization associated with CSUS) that can use, license or sub-license the CSUS 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 CSUS athletic event in connection with any Financial Service Products.

(c) Without limitation of the generality of any other representation or warranty contained herein, CSUS 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) CSUS 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 CSUS or Bank, respectively as the case may be, or its directors, officers or employees.

(b) CSUS 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 CSUS 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 CSUS Trademarks.

(c) Bank will indemnify and hold harmless CSUS and its Indemnities 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 CSUS is included as a defendant.

7. ROYALTIES

(a) During the term of this Agreement, Bank shall pay Royalties to CSUS. 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 CSUS 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 CSUS 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 CSUS 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 CSUS' response.

10. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on December 31, 2012. 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

(a) In the event of any material breach of this Agreement by Bank or CSUS, 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 CSUS 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 CSUS Trademarks. Bank agrees that upon such termination it will not claim any right, title, or interest in or to the CSUS 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 CSUS or any CSUS Affiliate to the Members. Such approval shall not be unreasonably withheld. Upon termination of this Agreement, CSUS, neither directly or indirectly through a CSUS Affiliate, shall attempt to cause the removal of CSUS' identification or any CSUS 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, CSUS agrees that neither CSUS nor any CSUS 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, CSUS may, after termination of this Agreement, offer persons who were Customers the opportunity to participate in another credit or charge card program endorsed by CSUS 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 CSUS pursuant to any GIP. In that regard, CSUS 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 CSUS 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 CSUS 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 CSUS 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 CSUS pursuant to any GIP shall be deducted from any or all Royalty payments due CSUS under this Agreement.
- (e) CSUS 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. 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 CSUS:

California State University, Stanislaus
One University Circle
Turlock, California 95382

ATTENTION: Ms. Clyta Polhemus
Exec. Asst. to VP of Business and Finance

Fax #: (209) 667-3350

(2) If to Bank:

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

ATTENTION: Louis A. Zicarelli
CARD GROUP SR 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. 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 CSUS 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 CSUS 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 STANISLAUS**

By: Carol Cashillo
Name: Carol Cashillo
Title: Director Procurement
Date: 11/15/07

FIA CARD SERVICES, N.A.

By: [Signature]
Name: Lou Zicarelli
Title: SVP
Date: 12-03-07

SCHEDULE A

ROYALTY ARRANGEMENT

During the term of this Agreement, Bank will pay CSUS a Royalty calculated as follows, for those accounts with active charging privileges. Bank may create a special class of consumer accounts for CSUS 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 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. \$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. \$50.00 (fifty 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. 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 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, person to person money transfers, bets, lottery tickets, or casino gaming chips)).

4. \$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.

C. EMERGING CREDIT CARD ACCOUNTS

Emerging 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 Emerging Credit Card Accounts.

1. \$1.00 (one dollar) for each new Emerging 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 Emerging 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 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 Emerging 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 Emerging 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 (90) 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.

D. 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 Gold Reserve 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 Gold Reserve GIP Account's opening for at least one transaction which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such consumer Gold Reserve GIP Accounts will not qualify for any other opening-of-an-account Royalty.

E. 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 Gold Option 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 Gold Option GIP Account's opening for at least one transaction which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such consumer Gold Option GIP Accounts will not qualify for any other opening-of-an-account Royalty