

**AMENDED AND RESTATED  
AFFINITY AGREEMENT  
UB ALUMNI ASSOCIATION, INC.**

This Agreement is entered into as of this 1<sup>st</sup> day of January, 2010 (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 UB Alumni Association, Inc. a New York not-for-profit corporation having its principal place of business at 103 Center for Tomorrow, Buffalo, New York 14260-7400 ("UBAA"), for themselves and their respective successors and assigns.

WHEREAS, UBAA and Bank are parties to that certain Affinity Agreement last dated October 1, 2002, as the same has been amended ("Original Agreement"), wherein Bank provides certain Financial Services to certain persons included in certain lists provided to Bank by or on behalf of UBAA; and,

WHEREAS, UBAA and Bank mutually desire to amend and restate the Original Agreement.

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

1. DEFINITIONS

When used in this Agreement, the following initially capitalized words and phrases will have the meanings ascribed to them as set forth below:

"**Affiliate**" means, with respect to any entity or organization, any other entity or organization directly or indirectly controlling, controlled by, or under common control with such entity or organization. The term "controlling," "controlled by" and "under common control with" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies, whether through the ownership of voting securities, by contract or otherwise.

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

"**Applicable Law**" means, at any time, any applicable (i) federal, state, and local statutes, regulations, licensing requirements, regulatory bulletins or guidance, regulatory examinations, agreements or orders, (ii) regulations, by-laws and rules of any applicable self-regulatory organizations, (iii) rule, regulation, restriction, requirement or contractual term of VISA, MasterCard, American Express or other card network and (iv) judicial or administrative interpretations of any of the foregoing.

"**Contract Year**" means the period from the October 1, 2009 through and including September 30, 2010, and each twelve month period thereafter from October 1 through September 30 during the term of the Agreement.

**"Credit Card Account"** means an open-end consumer credit account opened pursuant to the Program that is accessed utilizing a card, plate and/or any other device or instrument. A **"Student Credit Card Account"** is a Credit Card Account opened through an application coded by Bank as a student application.

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

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

**"Deposit Account"** means a consumer deposit account opened pursuant to the Program.

**"Emerging Account"** means a Credit Card Account coded by Bank with one of Bank's risk management identifiers. Emerging Accounts may carry a Reward Enhancement.

**"Emerging GIP Account"** means an Emerging Account opened pursuant to a GIP in which UBA A complies with the GIP provisions of this Agreement.

**"Financial Service Product"** means any credit card program, charge card program, debit card program, installment loan program, revolving line of credit or loan program, deposit program, travel and entertainment card program, and any other financial service programs or products including any product or service that is the functional equivalent of a Financial Service Product.

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

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

**"Information"** has the meaning ascribed to such word in Section 7.

**"Marketing List"** means an updated and current list (in a format designated by Bank) containing non-duplicate names with corresponding valid postal addresses and, when available, telephone numbers (including area codes) and e-mail addresses of all Members who are at least eighteen years of age, segmented by zip codes or other mutually selected membership characteristics.

**"Member"** means (i) alumni of the University, (ii) members of UBA A, (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 UBA A and Bank.

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

"**Program Trademarks**" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark developed either jointly or by either party (including its Affiliates) during the term of this Agreement and used to promote or identify products or services offered by Bank through the Program. Program Trademarks may but need not necessarily consist of an UBA A Trademark, with or without other elements.

"**Reward Account**" means a Credit Card Account carrying a Reward Enhancement.

"**Reward Enhancement**" means a reward enhancement as provided through Bank and offered as part of the Program. A Reward Enhancement may be marketed under a name (e.g., World Points), as determined by Bank from time to time, in its sole discretion.

"**Reward GIP Account**" means a Reward Account opened pursuant to a GIP in which UBA A complies with the GIP provisions of the Agreement.

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

"**UBA A Affiliate**" means any Affiliate of UBA A.

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

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

"**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 UBA A

- (a) UBA A agrees that during the term of this Agreement it will endorse the Program exclusively and that neither UBA A nor any UBA A Affiliate will, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than Bank) the providing of, any Financial Service Products of any entity other than Bank; (ii) license, allow others to license, or use or allow to exist the use by others of the

UBAA Trademarks in relation to or for promoting any Financial Service Products of any entity other than Bank; and (iii) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than Bank. In addition, if UBAA or any UBAA Affiliate sells any product or service, in connection with such sales, UBAA shall not, and shall cause UBAA Affiliates not to, favor any payment product or method of payment over any payment product or method of payment offered under the Program. Notwithstanding anything else in this Agreement to the contrary, UBAA may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by UBAA of said financial institution or advertising for a Financial Service Product. One hundred eighty (180) days prior to the end of the term of the Agreement, UBAA may solicit proposals for program offerings, or discuss with any organization the providing of, any Financial Services Products of any organization.

- (b) UBAA agrees to provide Bank with such information and assistance as may be reasonably requested by Bank in connection with the Program.
- (c) UBAA authorizes Bank to solicit Members by mail, direct promotion, internet, email, advertisements, banking centers, telephone or any other means for participation in the Program. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed to prohibit or prevent Bank from accepting applications from students under the Program.
- (d) UBAA will have the right of prior approval of all Program advertising and solicitation materials to be used by Bank that contain an UBAA Trademark; such approval will not be unreasonably withheld or delayed. In the event that Bank incurs a cost because of a change in the UBAA Trademarks (e.g., the cost of reissuing new credit cards), Bank may deduct such costs from any Royalties due UBAA. In the event such costs exceed Royalties then due UBAA, if requested by Bank, UBAA will promptly reimburse Bank for all such costs.
- (e) At least once annually and within thirty (30) days following the request of Bank, UBAA will provide Bank with the Marketing List free of any charge; provided, however, that UBAA will not include in any Marketing List the name and/or related information regarding any Member who has expressly requested that UBAA not provide his/her personal information to third parties. In the event that Bank incurs a cost because of a charge assessed by UBAA or its agents for an initial Marketing List or an update to the Marketing List, Bank may deduct such costs from Royalties due UBAA. UBAA will provide the first Marketing List, containing the required information for at least one hundred ten thousand (110,000) non-duplicate Member names, as soon as possible but no later than thirty (30) days after UBAA's execution of this Agreement.
- (f) UBAA will, and will cause any UBAA Affiliates 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 UBAA. Notwithstanding the above, UBAA 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 UBAA. Any correspondence received by UBAA that is intended for Bank (e.g., applications, payments, billing inquiries, etc.) will be forwarded to the Bank account executive via overnight courier within twenty-four (24) hours of receipt. All reasonable overnight courier expenses incurred by UBAA will be paid by Bank.

- (g) UBAA hereby grants Bank and its Affiliates a limited, exclusive license to use the UBAA Trademarks with the Program. This license transfers to the assignee of this Agreement. This license will remain in effect for the duration of this Agreement and will apply to the UBAA Trademarks, notwithstanding the transfer of such UBAA Trademarks by operation of law or otherwise to any permitted successor, corporation, organization, or individual. UBAA will provide Bank all UBAA 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 UBAA's execution of this Agreement. Nothing stated in this Agreement prohibits UBAA from granting to other persons a license to use the UBAA Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.
- (h) All Program Trademarks, with the exception of Program Trademarks that consist of or contain an UBAA Trademark, with or without other elements, shall belong exclusively to Bank and Bank may use such Program Trademarks in any manner not prohibited by this Section 2(h). UBAA may not use any Program Trademark, except to promote the Program or any goods or services offered by Bank through the Program. UBAA shall not register or attempt to register any Program Trademark. Bank shall not register or attempt to register any UBAA Trademark. Bank may use Program Trademarks that contain UBAA Trademarks to promote or identify the Program and any products or services offered by Bank through the Program at no cost to Bank, but only during the term of this Agreement.
- (i) UBAA will permit Bank, at no cost to Bank, to advertise the Program on UBAA's website and at other prominent locations mutually agreed upon within the internet site(s) of UBAA. Bank may establish a hyperlink from such advertisements to another internet site to enable a person to apply for any type of Credit Card Account. UBAA will modify or remove such advertisements within two (2) business days of Bank's request. To enable Bank to view all Program material, UBAA will provide Bank with the ability to access any and all pages within the UBAA internet site(s), including without limitation any "members only" or other restricted access pages.
- (j) (i) With respect to Deposits, during the term of this Agreement UBAA shall provide Bank, at no cost to Bank, a presence on the UBAA website to permit Bank to conduct online marketing efforts with, when applicable, links to a Bank Deposits application url and/or Bank inbound application telephone numbers. Such UBAA website access shall include placement on UBAA's website, account profile pages and such other online marketing sites as the parties shall mutually agree upon.

(ii) During the term of this Agreement, UBA A agrees to conduct on its own, at its expense and on an ongoing basis: (i) online marketing efforts for Deposits, which may include links to a Bank Deposits application url and/or Bank inbound application telephone number(s), which efforts may include, but not be limited to, e-mails, e-newsletters, welcome kit e-mails, and digital magazines; and (ii) offline marketing efforts for Deposits, which may include either Deposit applications and/or Bank inbound application telephone number(s), which efforts may include, but not be limited to, publication ads, magazine inserts, welcome kits, coupon books, member directories, statement messages, statement inserts, flyers, renewal notices, event notifications and VRU messaging. Notwithstanding the above, UBA A agrees that Bank has prior approval over any and all material, including scripts, that UBA A uses in any Program marketing effort and that UBA A shall discontinue any or all marketing efforts upon receipt of written notice from Bank requesting such discontinuance.

3. RIGHTS AND RESPONSIBILITIES OF BANK

- (a) Bank will design, develop, maintain, and administer the Program for the Members.
- (b) Bank will design all advertising, solicitation, and promotional materials used in the Program. Bank reserves the right of prior written approval of all materials concerning or related to the Program that may be developed by or on behalf of UBA A.
- (c) Bank will bear all costs of producing and mailing materials for the Program.
- (d) Bank will make all credit decisions and will bear all credit risks with respect to each Customer's account(s) independently of UBA A.
- (e) Bank will use the Marketing Lists provided pursuant to this Agreement in a manner consistent with this Agreement and will not permit those entities handling the Marketing Lists to use them for any other purpose. Bank will have the sole right to designate Members on these Marketing Lists to whom promotional material will be sent. These Marketing Lists are and will remain the sole property of UBA A. However, Bank may maintain separately and will own 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 files and will not be subject to this Agreement; provided however that Bank will not use this separate information in a manner that would imply an endorsement by UBA A.
- (f) Subject to applicable law and regulation, Bank has the right to place UBA A Trademarks on gifts for individuals completing applications and on other premium items suitable in Bank's judgment for the solicitation of Credit Card Account applications. UBA A will have approval of the use and appearance of the UBA A Trademarks used on such materials pursuant to Section 2(d), but grants Bank the right to use approved materials at Bank's discretion. Bank will not be required to pay any third party (e.g., any producer, licensor(ee), or manufacturer of such gifts and premiums) royalties or other compensation

otherwise due directly or indirectly to or on behalf of U B A A or an U B A A A f f i l i a t e for such gifts or premiums. U B A A waives such payments from any third party(ies) (and/or agrees to cause the recipient(s) of such payments to waive such payments), and will take (and/or will cause the recipient(s) of such payments to take) all actions to give effect to this waiver. If a third party should refuse to reduce the price to Bank for such gifts or premiums (or otherwise prevent the realization of this benefit by Bank) then Bank may deduct such amount(s) from Royalties.

- (g) Notwithstanding anything contained in the Agreement to the contrary, U B A A acknowledges and agrees that Bank may market Financial Service Products or services that Bank or any Bank A f f i l i a t e offers (e.g., credit cards and deposit products, collectively "Bank Products") contemporaneously with the promotion of Deposits and that such Bank Products are not subject to this Agreement. However, Bank agrees that it shall not, when using U B A A 's Marketing Lists for Deposits, market Bank Products (excluding "Deposits Offers", as defined below), in direct mail copy, in an e-mail or an outbound telemarketing solicitation, unless U B A A consents to Bank's use of the Marketing Lists for such purposes. "Deposits Offers" means any and all Deposits benefits and features and any and all other products and services that relate to or have a connection with Deposits (e.g, Online Banking and \$0 Trade).

#### 4. REPRESENTATIONS AND WARRANTIES

- (a) U B A A and Bank each represents and warrants to the other party 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 negotiation, 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) U B A A and Bank each will indemnify and hold harmless the other party, its directors, officers, agents, employees, affiliates, insurers, 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 this Agreement by UBAA or Bank, respectively as the case may be, or its directors, officers or employees. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints that may reasonably result in the indemnification by the other party.

5. ROYALTIES

- (a) During the term of this Agreement, Bank will pay Royalties to UBAA. Royalties will not be paid until a Schedule B (W-9 Form and ACH Form) or other IRS required form (e.g., W-8) is fully completed and returned to Bank. Except as otherwise provided in Schedule A, payment of Royalties then due will be made approximately forty-five (45) days after the end of each calendar quarter. Bank will not pay Royalties to UBAA for new Student Credit Card Accounts and Student Credit Card Accounts existing as of the Effective Date.
- (b) If at any time during the term of the Agreement any change in any card network's interchange rate(s) or similar rate(s), when measured separately or together with all other rate changes since the Effective Date, has more than a de minimis adverse impact on Bank's business, as determined by Bank in its sole discretion ("Impact"), then Bank may notify UBAA in writing of Bank's desire to renegotiate the Royalties and any other financial terms in the Agreement to address the Impact. If, within thirty (30) business days after UBAA's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that modifies the Royalties and other financial terms to address the Impact, Bank shall have the right to terminate this Agreement, without penalty or liability to UBAA, upon ninety (90) days advance written notice.

6. PROGRAM ADJUSTMENTS

Bank has the right to make periodic adjustments to the Program, including, without limitation, changes to its terms and features. In addition, Customers may, as a benefit under the Program, be offered opportunities to select credit protection and other products and services.

7. 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 party 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 UBAA shall be permitted to disclose such Information (i) to their accountants, consultants, legal, financial and marketing advisors, and employees ("Agents") only to the extent necessary for the performance of their respective duties in connection with the Program, or (ii) as required

by law or requested by any governmental regulatory authority. Bank and UBAA each agree that if one of their Agents discloses such Information to another person or entity in violation of this Section 7, or uses such Information for a purpose not expressly permitted in this Section 7, such act shall be deemed a material breach of this Agreement by the party whose Agent it is and the non-breaching party may, in addition to any other right or remedy available at law or in equity and upon ten (10) days prior written notice to the other party, cease providing the other party with any reporting or other information concerning the Program or the Agreement, whether or not a requirement of the Agreement.

8. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on September 30, 2014. This Agreement will automatically extend at the end of the initial term or any renewal term for successive one-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) and not more than one hundred eighty (180) days, prior to the end of the then current term or renewal term, as applicable.

9. STATE LAW GOVERNING AGREEMENT

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

10. TERMINATION

- (a) In the event of any material breach of this Agreement by Bank or UBAA, the other party may terminate this Agreement by giving notice to the breaching party. This notice will (i) include a description of the material breach; and (ii) state the party's intention to terminate this Agreement. If the breaching party does not cure or substantially cure such breach within sixty (60) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement will terminate sixty (60) days after the Cure Period.
- (b) If either Bank or UBAA becomes insolvent in that its liabilities exceed its assets or it is unable to meet or it has ceased paying its obligations as they generally become due, or it 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 the expiration or earlier termination of this Agreement, Bank will, except as set forth in Section 10(d) of this Agreement, cease to use the UBAA Trademarks for Program marketing purposes, provided that Bank may conclude all solicitations required by law. Upon the expiration or earlier termination of this Agreement, Bank will not claim any right, title, or interest in or to the UBAA Trademarks or to the Marketing Lists.

- (d) Bank will have the right to prior review and approval of any notice in connection with, relating or referring to the expiration or earlier termination of this Agreement to be communicated by U B A A or any U B A A Affiliate to the Members. Such approval will not be unreasonably withheld. Upon the expiration or earlier termination of this Agreement, U B A A will allow Bank to continue to use the U B A A Trademarks on, and will not attempt to cause the removal of U B A A Trademarks from, any person's credit devices, debit cards, checks or records of any Customer existing as of expiration or earlier termination of this Agreement until their normally scheduled reissue date or exhaustion.
- (e) In the event that Applicable Law has or will have a material adverse effect on Bank's business (as determined in Bank's sole discretion) ("Event"), Bank may notify U B A A in writing of Bank's desire to renegotiate the terms of the Agreement to address the Event. If, within thirty (30) business days after U B A A's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that is satisfactory to both parties, Bank shall have the right to terminate this Agreement, without penalty or liability to U B A A, upon ninety (90) days advance written notice.
- (f) For a one (1) year period immediately following the expiration or earlier termination of this Agreement for any reason, U B A A agrees that neither U B A A nor any U B A A Affiliate will, by itself or in conjunction with others, directly or indirectly, target any offer of a Financial Service Product or a related product to persons who were Customers. Notwithstanding the foregoing, U B A A may, after the expiration or earlier termination of this Agreement, offer persons who were Customers the opportunity to participate in another financial service program endorsed by U B A A, 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 that persons are not directly or indirectly identified as a customer of Bank, or offered any terms or incentives that differ from those offered to all Members.

#### 11. GROUP INCENTIVE PROGRAM

- (a) U B A A will design all advertising, solicitation and promotional material with regard to any GIP. U B A A will give Bank forty-five (45) days prior notice of its desire to engage in marketing efforts for any GIP with the exception of the marketing materials developed by Bank and made available on the affinity web portal. Credit Card Accounts generated from such efforts will entitle U B A A to the Royalty for GIP specified in Schedule A, subject to the other terms and conditions of this Agreement.
- (b) All marketing materials generated as a result of such GIP programs will be coded by U B A A as instructed by Bank for tracking purposes. Marketing materials or telemarketing inquiries from Members which do not contain or reference such coding will not be considered eligible for any GIP Royalty.
- (c) Bank will have the right of prior approval of all advertising and solicitation materials for use by U B A A pursuant to any GIP. Bank has control over, in its sole discretion, the

scope, timing, content and continuation of any GIP. UBAA will not deviate from the approved materials and plan for any GIP without the prior written approval of Bank.

- (d) All mutually agreed upon costs incurred by Bank in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of UBAA pursuant to any GIP will be promptly reimbursed by UBAA upon demand.
- (e) UBAA will make all reasonably requested changes to materials to obtain Bank's consent and UBAA will comply with all applicable laws, including, without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, with respect to any GIP.

12. 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 2(h), 4(b), 7, 10(c), 10(d), 10(f) and 11(e) will survive the expiration or any earlier termination of this Agreement.
- (c) The failure of any party to exercise any rights under this Agreement will not be deemed a waiver of such right or any other rights.
- (d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.
- (e) If any part of this Agreement is, for any reason, found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability will not affect the remainder of this Agreement which will survive and be construed as if such invalid or unenforceable part had not been contained herein and the parties hereto shall immediately commence negotiations in good faith to reform this Agreement to make alternative provisions herein that reflect the intentions and purposes of the severed provisions in a manner that does not run afoul of the basis for such unenforceability or invalidity.
- (f) All notices relating to this Agreement will be in writing and will be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices will be addressed as follows:

(1) If to UBAA:

UB Alumni Association  
University at Buffalo  
103 Center for Tomorrow  
Buffalo, New York 14260-7400

ATTENTION: Mr. Jay Friedman  
Associate Vice President

Fax #: (716) 829-3901

(2) If to Bank:

FIA Card Services, N. A.  
MS DE5-004-04-02  
1100 North King Street  
Wilmington, Delaware 19884

ATTENTION: Contract Administration

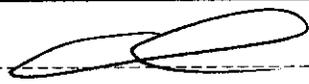
Fax #: (302) 432-1821

(3) Any party may change the address and fax number 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. This Agreement does not and is not intended to alter or amend any aspect or provision of any other agreement between the parties that survives termination of that agreement. Without the prior written consent of Bank, which will not be unreasonably withheld, UBAA may not assign any of its rights or obligations under or arising from this Agreement. Bank may assign any of its rights or obligations under this Agreement to any other person without the prior consent of UBAA. Bank may utilize the services of any third party in fulfilling its obligations under this Agreement. Certain Financial Service Products or services under this Agreement may be offered through Bank's affiliates. Bank may utilize the services of any third party in fulfilling its obligations under this Agreement.
- (h) Bank and UBAA are not agents, representatives or employees of each other and neither party will have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Agreement.
- (i) Nothing expressed or implied in this Agreement is intended or will be construed to confer upon or give any person other than UBAA and Bank, their successors and assigns, any rights or remedies under or by reason of this Agreement.
- (j) Neither party shall make any statement, whether written, oral or otherwise, to any person or entity which criticizes, disparages, condemns or impugns the reputation or character of the other or any of its Affiliates, whether or not the statement is true and whether or not it is characterized as confidential.

- (k) Neither party shall be held responsible for any delay or failure in performance to the extent such delay or failure is caused by fire, flood, explosion, terrorism, war, strike, embargo, government laws, rules, regulations or requirements, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control, that was not reasonably foreseeable or avoidable, and without the fault or negligence and/or lack of diligence of the delayed party ("force majeure condition"). The non-delayed party shall have the right to terminate this Agreement if such force majeure condition endures for more than one hundred twenty (120) days by providing the delayed party with least thirty (30) days prior written notice of such termination, which notice must be received by the delayed party within ten (10) days after the expiration of the one hundred twenty (120) day period.
- (l) This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The parties hereto agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence to the extent permitted by a court with proper jurisdiction.
- (m) This Agreement is the product of negotiations between the parties hereto and their respective counsel. No provision or section of this Agreement shall be read, construed or interpreted for or against either party by reason of ambiguity of language, rule of construction against the draftsman, or any similar doctrine.

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

UB Alumni Association, Inc.  
 By:   
 Name: Jay Fuldoman  
 Title: Secretary, UBAA Board  
 Date: 3/29/10

FIA Card Services, N.A.  
 By:   
 Name: MICHAEL L. PARSONS JR.  
 Title: SVP  
 Date: 4-7-2010

SCHEDULE A

ROYALTY ARRANGEMENT

During the term of this Agreement, Bank will pay UBAA a Royalty calculated as follows, for those accounts with active charging privileges. All Royalty payments due hereunder are subject to adjustment by Bank for any prior overpayment of Royalties by Bank:

A. ANNUAL ROYALTY

Bank will pay UBAA a Royalty which is determined by the Annual Loan Loss Amount (as such term is defined below) of the Credit Card Accounts (the "UBAA Annual Royalty"). The UBAA Annual Royalty is expressed as a percentage of Average Outstanding Balance (as such term is defined below) and will be calculated and paid by the Bank approximately forty five (45) days following the end of Contract Years one through four (for clarity, the years ending September 30, 2010, 2011, 2012, and 2013) during the initial term of the Agreement based on the percentages set forth in the chart below as compensation to UBAA for Contract Years two through five.

For clarity, each payment is based on the previous year's performance of the Credit Card Accounts. For clarity the payment is made in advance each Contract Year for UBAA's performance under the terms of provisions of the Agreement for that current Contract Year, (the amounts are paid by the Bank, in advance, for UBAA's performance under the terms and provisions of the Agreement).

Additionally, UBAA will receive the UBAA Annual Royalty payment of thirty-six thousand, nine hundred twenty-five dollars (\$36,925) approximately forty-five (45) days after full execution of this Agreement, based upon performance of the Credit Card Accounts during the period from August 1, 2008 through July 31, 2009, as compensation for the initial Contract Year ending on September 30, 2010.

For purposes of this section, "Loan Loss Amount" means (a) the aggregate amount of the outstanding balances on all Credit Card Accounts that have been charged-off (written off as a bad debt by the Bank), less (b) any recoveries against such amounts, and less (c) any interest or fees included in such amounts, expressed as a dollar amount. Loan Loss Amount is calculated each month at the close of business on the last day of the month.

For the purposes of this section, "Annual Loan Loss Rate" means the aggregate sum of all Loan Loss Amounts in a Contract Year divided by Average Outstanding Balance for the Contract Year. It is calculated annually and expressed as a percentage.

For purposes of this section, "Outstanding Balance" is determined by calculating the month-end outstanding balance of all Credit Card Accounts with active charging privileges on the last day

of the month. It is calculated each month at the close of business on the last day of the month and expressed as a dollar amount.

For purposes of this section, "Average Outstanding Balance" means the aggregate sum of Outstanding Balance for the applicable Contract Year, divided by 12. It is calculated annually and expressed as a dollar amount.

The UBAA Annual Royalty will be calculated as a percentage of Average Outstanding Balance, such percentage to be determined by the Annual Loan Loss Rate for the applicable Contract Year, as follows:

Average Loss Loan Rate	UBAA Annual Royalty Percentage
Less than 2.00%	0.70% (seventy basis points)
Equal to or greater than 2.00 – but less than 3.00%	0.65% (sixty-five basis points)
Equal to or greater than 3.00 – but less than 4.00%	0.60% (sixty basis points)
Equal to or greater than 4.00 – but less than 4.50%	0.55% (fifty-five basis points)
Equal to or greater than 4.50 – but less than 5.00%	0.50% (fifty basis points)
Equal to or greater than 5.00 – but less than 5.50%	0.45% (forty-five basis points)
Equal to or greater than 5.50% – but less than 6.00%	0.40% (forty basis points)
Equal to or greater than 6.00% – but less than 6.50%	0.35% (thirty-five points)
Equal to or greater than 6.5% – but less than 7.00%	0.30% (thirty points)
Equal to or greater than 7.0% – but less than 7.50%	0.25% (twenty-five points)
Equal to or greater than 7.5% – but less than 8.00%	0.20% (twenty points)
Equal to or greater than 8.0%	0.00% (zero basis points)

All Royalty payments, including, without limitation, the UBAA Annual Royalty, are subject to adjustment by Bank for overpayment of Royalties by Bank.

No further UBAA Annual Royalty Payments are due after any event described in (a) through (e) occurs. Notwithstanding the foregoing, in addition to any other remedies the Bank may have under the Agreement, UBAA will refund to the Bank the full amount of the UBAA Annual Royalty Payment most recently paid to UBAA by Bank if any of the following conditions occur during the term of the Agreement:

- (a) the Agreement shall terminate prior to September 30, 2014;
- (b) UBAA shall breach the Agreement;
- (c) Bank shall be prohibited from conducting at least four (4) direct mail campaigns to the full updated Marketing List during each consecutive twelve (12) month period during the term of the Agreement;
- (d) Bank shall be prohibited from conducting at least four (4) telemarketing campaigns to the full updated Marketing List during each consecutive twelve (12) month period during the term of the Agreement; and
- (e) Bank shall be prohibited from conducting promotion campaigns at major University events during each consecutive twelve (12) month period during the term of the Agreement.

B. CREDIT CARD ACCOUNTS

\$100.00 (one hundred 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 GIP Account's opening for at least one (1) purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

C. REWARD ACCOUNTS

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

\$100.00 (one hundred 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.

D. BUSINESS CREDIT CARD ACCOUNTS

Business 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 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 (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are quasi cash transactions (e.g., the purchase of money orders, travelers checks, foreign currency, lottery tickets, casino chips, racetrack wagers, vouchers redeemable for cash or other items readily convertible into cash).

E. DEPOSIT ACCOUNTS

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

1. \$2.00 (two dollars) for each new checking account opened under the Program which has a positive balance of at least \$50.00 (fifty dollars) as of the ninetieth (90<sup>th</sup>) day from the account opening date. An additional \$1.00 (one dollar) for every checking account opened under the Program that has a positive balance of at least \$50.00 (fifty dollars) on each subsequent anniversary of the account opening date. Payments will be made approximately forty-five (45) days after the end of each calendar quarter.
2. 0.10 % (ten basis points) of Net New Purchases paid approximately forty-five (45) days after the end of each calendar quarter.

Net New Purchases equals the sum of debit card purchase transactions on checking accounts under the Program minus (i) the sum of returns, credit vouchers and other credit adjustments, (ii) cash-back or cash withdrawals, (iii) purchases resulting from quasi-cash transactions, which are transactions convertible to cash and include the purchase of money orders, travelers checks or cards, foreign currency, cashier's checks, gaming chips and other similar instruments and things of value, (iv) purchases which relate to account funding transactions, including transfers to open or fund deposit, escrow, or brokerage accounts and purchases of stored-value cards from a bank (e.g., gift cards), and (v) any account fees or charges.

## ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of the 1st day of January, 2010, by and between UB Alumni Association ("UBAA") and BANK Card Services, N.A. ("BANK"), for themselves and their respective successors and assigns.

WHEREAS, UBAA and BANK, are parties to that certain Amended and Restated Affinity Agreement entered into as of January 1, 2010, as the same may have been amended, wherein BANK provides certain Financial Service Products to certain persons included in certain lists provided to BANK by or on behalf of UBAA; and,

WHEREAS, UBAA and BANK mutually desire to amend the Agreement as set forth herein.

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.

2. Schedule A of the Agreement is hereby amended to include a new Section F as follows:

F. EMERGING ACCOUNTS

Emerging 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 Accounts.

\$30.00 (thirty dollars) for each Emerging 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 GIP Account's opening for at least one (1) purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Emerging GIP Accounts will not qualify for any other opening-of-an-account Royalty.

3. Section 10(d) of the Agreement is hereby deleted in its entirety and replaced with the following:

"(d) BANK will have the right to prior review and approval of any notice in connection with, relating or referring to the expiration or earlier termination of this Agreement to be communicated by UBAA or any UBAA Affiliate to the Members. Such approval will not be unreasonably withheld. Upon termination or earlier expiration of this Agreement, BANK will have up to ninety (90) calendar days from the termination or expiration date to: (i) suspend marketing and remove marketing materials from BANK's marketing channels; (ii) use UBAA Trademarks in connection with Credit Card Accounts opened during such ninety (90) day period; and (iii) remove UBAA Trademarks from Program collateral and account materials, such as statements, welcome packages, and card carriers. UBAA shall not attempt to cause the removal of

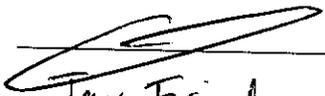
UBAA Trademarks from any person's credit devices, checks or records of any Customer existing as of ninety (90) days following the termination or expiration date of this Agreement, and BANK shall have the right to use UBAA Trademarks on such credit devices, checks and records until their normally scheduled reissue date or exhaustion."

4. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum.

5. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

IN WITNESS WHEREOF, each party hereto, by its representative, has executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

**UB ALUMNI ASSOCIATION**

By: 

Name: Jay Friedman

Title: Associate VP for Alumni Relations

Date: 6/7/10

**FIA CARD SERVICES, N.A.**

By: 

Name: Michael L. Parsons Jr.

Title: SVP

Date: 6.30.2010

### ADDENDUM

**THIS ADDENDUM** and Attachment #1 (the "Addendum") is entered into this 1<sup>st</sup> day of December, 2010 by and between UB Alumni Association, Inc. ("UBAA"), and FIA Card Services, N.A. ("Bank"), for themselves and their respective successors and assigns.

**WHEREAS**, UBAA and Bank are parties to an Amended and Restated Affinity Agreement entered into as of January 1, 2010, as the same has been amended (the "Agreement"), wherein Bank provides certain financial services to certain persons included in certain lists provided to Bank by or on behalf of UBAA; and

**WHEREAS**, Bank and UBAA desire to make those goods and/or services as more particularly described in Attachment #1 to this Addendum (the goods and/or services described therein collectively referred to as the "UBAA Rewards" and individually as an "UBAA Reward") available to Customers in connection with the Reward Enhancement offered as part of the Program; and

**WHEREAS**, UBAA agrees to provide the UBAA Rewards for use in connection with the Reward Enhancement offered as part of the Program.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein set forth, the parties hereto agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. UBAA agrees that Bank may include the UBAA Rewards as part of the Reward Enhancement under the Program. Bank reserves the right to make periodic adjustments to the Reward Enhancement, including without limitation, the timing, duration and points redemption levels of UBAA Rewards to be made available to Customers under the Reward Enhancement. For clarity, Bank may offer the UBAA Rewards set forth in Attachment #1 as part of the Reward Enhancement from time to time during the term of the Agreement as Bank may determine in its sole discretion.

3. **RIGHTS AND RESPONSIBILITIES OF UBAA**

(a) During the term and any renewal term, and for a period of one hundred eighty (180) days following the effective date of termination of this Agreement (the "Post Termination Period"), UBAA will supply or cause to be supplied or otherwise make available or fulfill the UBAA Rewards, in the quantities and intervals, and subject to other restrictions (if any), all as set forth in Attachment #1, as part of the Reward Enhancement for Reward Accounts. The parties may agree from time to time during the term of this Agreement to add, delete, modify or substitute UBAA Rewards to be offered as part of the Reward Enhancement. Upon the parties' mutual written agreement to add, delete, modify or substitute a UBAA Reward, Attachment #1 shall be deemed so amended without any further action. Except as otherwise mutually agreed upon by the parties, UBAA shall be solely and exclusively responsible for fulfilling UBAA Rewards redeemed under the Reward Enhancement.

(b) As between Bank and UBAA, UBAA shall be solely responsible for the quality, workmanship and safety of all UBAA Rewards redeemed under the Reward Enhancement, whether UBAA supplies or provides such UBAA Rewards directly or indirectly through third parties. UBAA will ensure that any

third party that supplies or provides a UBAA Reward will have the capacity to meet the timing, quantity and other specifications set forth in Attachment #1 with respect to such UBAA Reward.

(c) UBAA shall provide to Bank written accurate descriptions of the UBAA Rewards within ten (10) days of a request from Bank, and shall provide any updates of such descriptions to Bank as necessary throughout the term of the Agreement and during the Post Termination Period that may be necessary to keep the descriptions accurate.

(d) Any tax withholding or similar reporting or remittance obligations imposed by any authority upon the awarding, fulfillment or use of a UBAA Reward regardless of how or against who such amount is levied shall be solely and exclusively the responsibility of UBAA.

(e) UBAA agrees that it is solely and exclusively responsible and liable for all suits, causes of action, express or implied warranties, damages, losses and claims (including without limitation claims of negligence or product liability) (collectively, "Losses") related to, arising from or in connection with any and all UBAA Rewards provided by or on behalf of UBAA regardless of whether such UBAA Rewards were provided for a price or free of charge. In addition, UBAA agrees to indemnify, defend and hold harmless Bank and its directors, officers, agents, employees, Affiliates, successors and assigns, from and against all Losses, and will reimburse Bank's costs, fees and expenses in connection therewith (including reasonable attorneys' fees and court expenses) related to, arising from or in connection with any and all UBAA Rewards provided by or on behalf of UBAA. This Section 3(e) shall survive the termination of the Agreement or any earlier termination of this Addendum.

(f) UBAA will use information that it receives from or on behalf of Bank about Customers (e.g., name and address) pursuant to this Addendum solely as necessary to fulfill redemption requests for a UBAA Reward under the Reward Enhancement, and for no other purpose.

#### 4. RIGHTS AND RESPONSIBILITIES OF BANK

(a) Except as provided in Section 3(c), above, Bank shall design all advertising, solicitation and promotional materials with regard to the UBAA Rewards to be made available under the Reward Enhancement.

(b) Bank shall be solely responsible for all marketing of the UBAA Rewards. Bank shall have sole discretion in determining the method, manner, content and frequency of all such marketing.

(c) Upon three (3) days prior notice during the term of the Agreement and the Post Termination Period, Bank shall have the right to audit UBAA's performance under this Addendum, including the right to inspect samples of the UBAA Rewards. Such audits may take place at UBAA's facility or remotely, as determined by Bank. UBAA will cooperate with Bank in connection with such audits.

#### 5. COMPENSATION

(a) Bank shall pay UBAA an amount set forth in Attachment #1 or as otherwise mutually agreed upon in advance in writing for each UBAA Reward that a Customer redeems for under the Reward Enhancement (the "Reward Price"). Notwithstanding the foregoing, the Reward Price for each UBAA Reward shall be no greater than the actual costs and expenses that UBAA incurs to fulfill such UBAA Reward. Once the parties have mutually agreed upon a Reward Price, such Reward Price shall remain in effect and shall apply to the applicable UBAA Reward unless and until the parties mutually agree in writing to change such Reward Price. Any costs or expenses incurred by UBAA to fulfill redemption

requests for UBAA Rewards which are not specifically set forth in Attachment #1 or otherwise mutually agreed upon in advance in writing shall be the sole responsibility of UBAA.

(b) All invoices for payment shall be forwarded to Bank. Each invoice shall be itemized and detail all authorized expenses. UBAA shall provide Bank with such documents and information as requested by Bank to support any invoice. Invoices shall be payable within forty-five (45) days of receipt. Disputed invoices shall be paid within forty-five (45) days after resolution of the dispute. Bank may audit UBAA's records and shall be provided with a refund in the event of an overcharge.

(c) If during the term of this Agreement or any renewal term, or during the Post Termination Period, UBAA does not fulfill a UBAA Reward pursuant to this Addendum, as the same may be amended from time to time, Bank may, in addition to any other right or remedy it has under this Agreement, utilize any unpaid Royalties due UBAA during the term or any renewal term to provide Customers with the UBAA Reward or to provide Customers with a benefit substantially similar in quality and value to such UBAA Reward. In the event there is no further unpaid Royalties due UBAA under this Agreement, UBAA shall promptly reimburse Bank for all costs incurred by Bank to fulfill UBAA's obligations under this Addendum, as the same may be amended from time to time.

(d) UBAA agrees not to supply, or cause to be supplied, or otherwise make available or fulfill any UBAA Redemption Prizes in relation to or for promoting any reward or loyalty program similar to the Reward Enhancement. Subject to the foregoing, all of UBAA's promises arising from its exclusive arrangement with Bank in the Agreement shall also apply to the Reward Enhancement.

(e) Points under the Reward Enhancement do not accumulate towards and are not redeemable against Bank fees of any kind, such as interest charges, annual fees and related service charges.

#### 6. REPRESENTATIONS AND WARRANTIES

UBAA represents and warrants to Bank as of the date hereof and throughout the term of this Agreement:

(i) UBAA shall fulfill all redemption requests for UBAA Rewards under the Reward Enhancement in accordance with the terms of this Addendum and any additional Bank instructions, policies and procedures made known to it; (ii) UBAA shall perform all of its obligations under this Addendum in compliance with all applicable laws, rules, ordinances, legislation and government agency orders and regulations; (iii) UBAA has a valid license to use, sublicense and distribute any third-party logos, trademarks, and other third party intellectual property used in conjunction with the UBAA Rewards supplied hereunder. Such use, license, and distribution is free of all claims and threats of claims and does not violate any rights of any third party, including any copyright, trade secret or other proprietary rights. Upon request, UBAA shall provide Bank with documentation evidencing UBAA's compliance with this representation; and (iv) UBAA has the means, methods and resources to perform its obligations under this Agreement.

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7. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, 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. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. Certain Financial Service Products or services under the Agreement may be offered through Bank America's affiliates.

IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

**UB Alumni Association, Inc.**

By: [Signature]  
 Name: Jay Freeman  
 Title: Assistant Vice President  
 Date: 1/5/11

**FIA Card Services, N.A.**

By: [Signature]  
 Name: Michael L. Parsons Jr.  
 Title: SVP  
 Date: 2.1.2011

**ATTACHMENT #1****UBAA Rewards**

In addition to any other UBAA Rewards that the parties may agree to include as part of the Reward Enhancement, UBAA shall provide the following UBAA Rewards as part of the Reward Enhancement during each consecutive twelve-month period during the term or any renewal term of this Agreement, and during the Post Termination Period.

**UB Collegiate Reward Items/Values**

1. Distinguished Speaker Series season subscription - <http://www.student-affairs.buffalo.edu/special/distinguishedspeakers.shtml> \$240 per ticket
2. UB Scholarship Gala tickets - \$200 per ticket
3. Alumni Association Achievement Awards tickets - \$75 per ticket
4. Fishing experience with UB Head Football Coach Jeff Quinn - \$1,000
  - Open to all ages except students in grades 9-12 or in junior college
5. Basketball jersey autographed by UB Athletics Hall of Famer and assistant coach Turner Battle - \$500
6. One-hour appearance by mascot Victor E. Bull at a children's birthday party (WNY area only) - \$500
7. One-hour appearance by UB Cheerleaders at a girls' birthday party (ages 6-12, WNY area only) - \$500
8. UB Football season tickets (Touchdown Plan) - \$168
9. UB Men's & Women's Basketball season tickets (100 Level South Package) - \$200
10. Game of H-O-R-S-E with UB Men's Basketball Head Coach Reggie Witherspoon - \$500
  - Open to all ages except grades 7-12 and students in junior college
11. Lunch with UB Director of Athletics Warde Manuel - \$500
  - Open to all ages except students in grades 9-12 or in junior college
12. Round of golf with UB Director of Athletics Warde Manuel - \$500
  - Open to all ages except students in grades 9-12 or in junior college
13. Honorary ball kid experience at a UB Men's or Women's Basketball game - \$200
  - Open to boys grades K-6 and girls grades K-8
- ~~14. Nike Women's Power I Performance Hood Fleece - \$65~~
- ~~15. New Era Hat (Sideline Collection) - \$21.99~~
14. \$100 gift certificate to [www.shopubbulls.com](http://www.shopubbulls.com) powered by [loveub.com](http://loveub.com). \$100.00