

**UNIVERSITY OF CALIFORNIA -SANTA CRUZ ALUMNI ASSOCIATION
AFFINITY AGREEMENT**

This Affinity Agreement including the recitals set forth below (the "Agreement") is entered into as of this 1st day of July, 2006, (the "Effective Date") by and between FIA CARD SERVICES, N.A. (f/k/a MBNA America Bank, N.A.), a national banking association having its principal place of business in Wilmington, Delaware ("Bank"), and UNIVERSITY OF CALIFORNIA-SANTA CRUZ ALUMNI ASSOCIATION, a non-profit organization having its principal place of business in Santa Cruz, California ("Alumni Association") for themselves, and their respective successors and assigns.

WHEREAS, Alumni Association and Bank are parties to that certain amended and restated affinity agreement dated as of April 26, 1996, as the same was amended by addenda dated March 16, 2000 (the "March 2000 Addendum") and April 25, 2002, respectively, and which pursuant to its terms automatically renewed for another two-year term as of June 30, 2006 (collectively, the "Original Agreement"); and

WHEREAS, Alumni Association and Bank desire to terminate the Original Agreement and replace it with this Agreement and to have the accounts generated under the Original Agreement governed by this Agreement;

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

1. DEFINITIONS

When used in this Agreement,

"Agreement" means this agreement and Schedules A.

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

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

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

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

"Business Reward Enhancement" means the travel/merchandise reward Business Credit Card Account enhancement as provided through Bank and offered as part of the Program for Business Reward Accounts. The Business Reward Enhancement may be marketed under another name as determined by Bank from time to time, in its sole discretion.

"Business Reward GIP Account" means a Business Rewards Account opened pursuant to a GIP in which XYZ complies with the GIP provisions of the Agreement.

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

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

"Financial Service Products" means credit card programs, charge card programs, debit card programs, unsecured installment loan programs (i.e. Gold Option and Gold Reserve), unsecured revolving loan programs (i.e. Gold Option and Gold Reserve), deposit programs, and travel and entertainment card programs.

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

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

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

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

"Mailing List" means an updated and current list and/or magnetic tape (in a format designated by Bank) containing non-duplicate names (including without limitation names of business owners or authorized officers), with corresponding valid postal addresses and, when available e-mail addresses of all Members who are at least eighteen (18) years of age, segmented by zip codes or reasonably selected membership characteristics, that have been mutually agreed upon by both the Alumni Association and Bank.

"Member" means: Any Alumni or Student of the University of California Santa Cruz and/or other potential participants mutually agreed to by Alumni Association and Bank (each, an "Alumni Member").

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

“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.

“Royalties” means the compensation set forth in Schedule A.

“Trademarks” means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by Alumni Association any Alumni Association Affiliate during the term of this Agreement.

2. RIGHTS AND RESPONSIBILITIES OF ALUMNI ASSOCIATION

(a) The Alumni Association agrees that during the term of this Agreement it shall, endorse the Program exclusively and that neither Alumni Association, nor any Alumni Association Affiliate shall, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop or market, solicit proposals for programs offering, or enter into negotiations with any organization (other than Bank) the providing of, any Financial Service Products of any organization other than Bank; (ii) license or allow others to license the Trademarks for the purpose 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 for the purpose of or for promoting any Financial Service Products of any entity other than Bank. Notwithstanding anything else in this Agreement to the contrary, Alumni Association may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by Alumni Association of said financial institution or advertising for a Financial Service Product. Alumni Association agrees that during the term of this Agreement it shall not enter into any agreements to offer any banking service products of any third party (for clarity, these cannot be Financial Service Products, as such term is then currently defined) without first advising Bank generally of the terms of such offer and the related product and providing Bank the opportunity to offer a similar product on an exclusive basis pursuant to the Program.

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

(c) Alumni Association authorizes Bank to solicit its Members by mail, direct promotion, advertisements, and e-mail for participation in the Program. Bank shall not solicit Members via telephone for new accounts under the Program unless the Alumni Association and Bank mutually agree to such solicitation.

(d) Alumni Association shall have the right of prior approval of all Program advertising and solicitation materials to be used by Bank, which contain Alumni Association's Trademark; such approval shall not be unreasonably withheld or delayed. In the event that Bank incurs a cost because of a change in the Trademarks (e.g., the cost of reissuing new credit cards), Bank may deduct such costs from Royalties due Alumni Association. In the event such costs exceed Royalties then due Alumni Association, Alumni Association shall promptly reimburse Bank for all such costs.

(e) Upon the request of Bank, Alumni Association shall provide Bank with Mailing Lists free of any charge; provided, however, that Alumni Association shall not include in any Mailing List the name and/or related information regarding any person who has expressly requested that Alumni Association not provide his/her personal information to third parties. In the event that Bank incurs a cost because of a charge assessed by Alumni Association or its agents for an initial Mailing List or an update to that list, Bank may deduct such costs from Royalties due Alumni Association. Alumni Association shall provide the initial Mailing List, containing at least forty five thousand (45,000) non-duplicate names with all corresponding information, as soon as possible but no later than thirty (30) days after Alumni Association's execution of this Agreement.

(f) Alumni Association shall, and shall cause any Alumni Association Affiliate to, only provide information to or otherwise communicate with Members or potential Members about the Program with Bank's prior written approval, except for current advertising and solicitation materials provided by Bank to Alumni Association. Notwithstanding the above, Alumni Association may respond to individual inquiries about the Program from its Members on an individual basis, provided that said responses are accurate and consistent with the then-current materials provided by Bank to Alumni Association. Any correspondence received by Alumni Association that is intended for Bank (e.g., applications, payments, billing inquiries, etc.) shall be forwarded to the Bank account executive via overnight courier within 24 hours of receipt. All charges incurred for this service will be paid by Bank.

(g) Alumni Association hereby grants Bank and its affiliates a limited, exclusive license to use the Trademarks solely in conjunction with the Program, including the promotion thereof. This license shall be transferred upon assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. Alumni Association shall provide Bank all Trademark production materials (e.g., camera ready art) required by Bank for the Program, as soon as possible but no later than thirty (30) days after Alumni Association's execution of this Agreement. Nothing stated in this Agreement prohibits Alumni Association from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.

(h) Alumni Association shall permit Bank to advertise the Program on its main membership page and at other prominent locations within the internet site(s) of Alumni Association. Bank may establish a "hot-link" 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 a "hot-link" shall entitle Alumni Association to the GIP compensation set forth on Schedule A, subject to the other terms and conditions of this Agreement. Alumni Association shall modify or remove such advertisements within twenty-four (24) hours of Bank's request. Alumni Association shall

provide Bank with the ability to access any and all pages within the Alumni Association internet site(s), including without limitation any "members only" or other restricted access pages.

3. RIGHTS AND RESPONSIBILITIES OF BANK

- (a) Bank shall design, develop and administer the Program for the Members.
- (b) Bank shall design all advertising, solicitation and promotional materials with regard to the Program. Bank reserves the right of prior written approval of all advertising and solicitation materials concerning or related to the Program, which may be developed by or on behalf of Alumni Association.
- (c) Bank shall bear all costs of producing and mailing materials for the Program.
- (d) Bank shall make all credit decisions and shall bear all credit risks with respect to each Customer's account(s) independently of Alumni Association.
- (e) Bank shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those entities handling these Mailing Lists to use them for any other purpose. Bank shall have the sole right to designate Members on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and shall remain the sole property of Alumni Association. However, Bank may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of Bank's own files and shall not be subject to this Agreement; provided however that Bank will not use this separate information in a manner that would imply an endorsement by Alumni Association.
- (f) Subject to applicable law and regulation, Bank has the right to place Trademarks on gifts for individuals completing applications and on other premium items, including without limitation t-shirts, hats, "bobbleheads," or other items suitable in Bank's judgment for the solicitation of Credit Card Account applications. Alumni Association shall have final approval of the use and appearance of the Trademarks used on such materials as mutually agreed upon at the time of such approval. Bank shall not be required to pay amounts to any third party (*e.g.*, any producer, licensor(ee) or manufacturer of such gifts and premiums) as royalties or other compensation otherwise due directly or indirectly to or on behalf of Alumni Association or an Alumni Association Affiliate for such gifts or premiums. Alumni Association agrees to waive such payments from any such third party(ies) (and/or to cause the usual recipient(s) of such payments to waive such payments), and to execute and deliver (and/or to cause the usual recipient(s) of such payments to execute and deliver) to Bank such additional documentation as may be necessary or appropriate to give effect to this waiver. If a third party should refuse to give effect to Alumni Association's waiver by reducing the price to Bank for such gifts or premiums by the applicable amount (or 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/or Advance payments otherwise due Alumni Association.
- (g) Alumni Association acknowledges and agrees that during the term of the Original Agreement the condition set forth in Clause (iii) of Section 4 of the March 2000 Addendum occurred and as a result, pursuant to Section 6 of the March 2000 Addendum, Alumni Association was no longer guaranteed to accrue the Guarantee Amount referenced therein by June 30, 2006. Notwithstanding the foregoing and

Bank's right under Section 4 of the March 2000 Addendum to demand from Alumni Association an amount equal to the difference between the total amount of the Advances (as defined in the March 2000 Addendum) paid by Bank to Alumni Association under the Original Agreement and the total amount of accrued royalties credited by Bank against such Advances as of June 30, 2006 (the "Unrecouped Advance Amount"), Bank hereby agrees to waive its right to demand from Alumni Association such Unrecouped Advance Amount, which as of June 30, 2006 totaled \$88,157.98.

4. REPRESENTATIONS AND WARRANTIES

(a) Alumni Association and Bank each represents and warrants to the other that as of the Effective Date and throughout the term of this Agreement:

(i) It is duly organized, validly existing and in good standing.

(ii) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

(iii) This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(iv) No consent, approval or authorization from any third party is required in connection with the execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect.

(v) The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.

(b) Alumni Association represents and warrants to Bank as of the date hereof and throughout the term of this Agreement that it has the right and power to license the 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. The Alumni Association will hold Bank, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse Bank's reasonable and actual costs in connection therewith, arising from the Trademark license granted herein or from Bank's use of the Trademarks in reliance thereon, or from the use of any Mailing List(s) by Bank for the promotion of the Program. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such license or the use of any Trademarks.

(c) Without limitation of the generality of any other representation or warranty contained herein, Alumni Association represents and warrants to Bank as of the date hereof 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.

5. ROYALTIES

(a) During the term of this Agreement, Bank shall pay Royalties to Alumni Association. Royalties will not be paid without a completed W-9 Form. Except as otherwise provided in Schedule A, payment of Royalties then due shall be made approximately forty-five (45) days after the end of each calendar quarter.

(b) On or before the forty fifth (45th) day after the end of each calendar quarter during the term of this Agreement, Bank will provide Alumni Association with a statement showing: (i) the number of consumer Credit Card Accounts opened, the number of consumer Credit Card Accounts renewed and the retail purchase transaction dollar volume (excluding those transactions that relate to refunds, returns and unauthorized transactions), made during the preceding calendar quarter on consumer Credit Card Accounts and (ii) the Business Credit Card Account retail purchase transaction volume..

6. 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.

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 Alumni Association shall be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the Information as confidential in the above described manner; and (ii) as required by law or by any governmental regulatory authority.

8. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on June 30, 2013. 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.

9. 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.

10. TERMINATION

- (a) In the event of any material breach of this Agreement by Bank or Alumni Association, the other party may terminate this Agreement by giving notice, as provided herein, to the breaching party. This notice shall (i) describe the material breach; and (ii) state the party's intention to terminate this Agreement. If the breaching party does not cure or substantially cure such breach within sixty (60) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement shall terminate sixty (60) days after the Cure Period.
- (b) If either Bank or Alumni Association becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.
- (c) In the event that: (i) Alumni Association determines that it cannot provide the Mailing List(s) to Bank due to any law or regulation (including any change in or expiration of any applicable law or regulation over time), or for any other reason, or (ii) Bank determines in good faith that it cannot legally accept, and/or legally utilize a Mailing List for purposes of marketing the Program or any aspect thereof, then without limitation of any other rights and remedies otherwise available to Bank under this Agreement, Bank shall have the right to terminate this Agreement upon ninety (90) days prior written notice to Alumni Association.
- (d) Upon termination of this Agreement, Bank shall, in a manner consistent with Section 10(e) of this Agreement, cease to use the Trademarks. Bank agrees that upon such termination it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Agreement. However, Bank may conclude all solicitation that is required by law.
- (e) Bank shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement to be communicated by Alumni Association or any Alumni Association Affiliate to the Members. Such approval shall not be unreasonably withheld. Upon termination of this Agreement, Alumni Association shall not attempt to cause the removal of Alumni Association's identification or Trademarks from any person's credit devices, checks or records of any Customer existing as of the effective date of termination of this Agreement.
- (f) In the event that any material change in any applicable law, statute, operating rule or regulation, or any material change in any operating rule or regulation of VISA, MasterCard or American Express makes the continued performance of this Agreement under the then current terms and conditions unduly burdensome, then Bank shall have the right to terminate this Agreement upon ninety (90) days advance written notice. Such written notice shall include an explanation of the burden imposed as a result of such change.
- (g) For a one (1) year period following the termination of this Agreement for any reason, Alumni Association agrees that neither Alumni Association nor any Alumni Association Affiliate shall, by itself or in conjunction with others, directly or indirectly, specifically target any offer of a credit or charge card, or a credit or charge card related product to persons who were Customers. Notwithstanding the

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

11. GROUP INCENTIVE PROGRAM

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

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

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

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

(e) Alumni Association shall comply with Bank's instructions and all applicable laws, including, without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, with regard to any GIP.

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 4(b), 7, 10(d), 10(e) and 10(g) shall survive any termination of this Agreement.

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

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

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

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

(1) If to Alumni Association:

UNIVERSITY OF CALIFORNIA-SANTA CRUZ
ALUMNI ASSOCIATION
1156 High St
Santa Cruz, California 95064

ATTENTION: Carolyn Christopherson,
Executive Director

Fax #: (831) 459-3412

(2) If to Bank:

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

ATTENTION: Director of National Sales

Any party may change the address to which communications are to be sent by giving notice, as provided herein, of such change of address.

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein, including without limitation, the Original Agreement and any right or responsibility that, in accordance with the terms of the Original Agreement, was to survive the termination of such Original Agreement. 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.

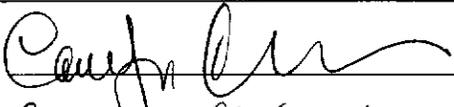
(h) Bank and Alumni Association are not agents, representatives or employees of each other and neither party shall have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Agreement.

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

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

(k) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
IN WITNESS WHEREOF, each of the parties, by its representative, has executed this Agreement as of the Effective Date.

UNIVERSITY OF CALIFORNIA-
SANTA CRUZ ALUMNI ASSOCIATION

By: 
Name: Carolyn Christopher
Title: Executive Director
Date: 8/31/06

FIA CARD SERVICES, N.A.

By: 
Name: Jake Fregg
Title: SVP
Date: 10/31/06

SCHEDULE A

ROYALTY ARRANGEMENT

During the term of this Agreement, Bank will pay Alumni Association a Royalty calculated as follows, for those accounts with active charging privileges. Except as otherwise provided in section 3(g), 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.
2. \$1.00 (one dollar) for each consumer Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such royalty will be paid for each consumer Credit Card Account which: 1) has a balance greater than zero as of the last business 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 an Alumni Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. 0.40% (forty basis points) of all retail purchase transaction dollar volume generated by Customers using a Student 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)).
5. \$40.00 (forty 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. 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 business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using a consumer Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, bets, lottery tickets, or casino gaming chips)).
4. \$40.00 (forty 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. BUSINESS CREDIT CARD ACCOUNTS

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

1. 0.20% (twenty basis points) of the retail purchase transaction dollar volume generated by Customers using a Business Credit Card Account with active charging privileges, excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips).
2. \$40.00 (forty dollars) for each Business GIP Account opened, without regard to the number of authorized cardholders under such Business GIP Account, which

remains opened for at least ninety (90) consecutive days. Such Business GIP Accounts will not qualify for any other opening-of-account Royalty.

D. BUSINESS REWARD ACCOUNTS

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

1. 0.10% (ten basis points) of the retail purchase transaction dollar volume generated by Customers using a Business Reward Account with active charging privileges, excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, person-to-person money transfers, bets, lottery tickets, or casino gaming chips).
2. \$40.00 (forty dollars) for each Business Reward GIP Account opened by a Customer, without regard to the number of authorized cardholders under such Business Reward GIP Account, which remains opened for at least ninety (90) consecutive days, and which is utilized by the Customer within the first ninety (90) days of the 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 Business Reward GIP Account will not qualify for any other opening-of-account Royalty.

E. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$0.50 (fifty cents) for each new 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 Gold Reserve Accounts. This payment shall 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 shall include outstanding balances for only those 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 (60) days of the end of the calendar year.
3. \$2.00 (two dollars) for each Gold Reserve Account that is open with active charging privileges as of the last processing day of the twelfth month after the opening of that Gold Reserve Account, and/or of any twelfth month thereafter.

F. GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$0.50 (fifty cents) for each new 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 Gold Option Accounts. This payment shall 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 shall include outstanding balances for only those 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 (60) days of the end of the calendar year.
3. \$2.00 (two dollars) for each Gold Option Account that is open with active charging privileges as of the last processing day of the twelfth month after the opening of that Gold Option Account, and/or of any twelfth month thereafter.

G. DEPOSIT ACCOUNTS

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

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

1. 0.10% (ten one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.0083330%) of the average MMDA Deposits.
2. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD Deposits.

H. ROYALTY GUARANTEE.

1. Alumni Association shall be guaranteed to accrue Royalties equal to or greater than Seven Hundred Thirty Five Thousand Dollars (\$735,000) (the “Guarantee Amount”) by the end of the full term of the Agreement, subject to the provisions set forth below. If on the last day of the full term of this Agreement Alumni Association has not accrued \$735,000 in Royalties, Bank will pay Alumni Association an amount equal to the Guarantee Amount minus the sum of all compensation accrued by Alumni Association during the term of this Agreement. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of Bank hereunder shall be expressly contingent upon the non-occurrence of any of the following conditions:

- (i) the Agreement is terminated prior to June 30, 2013;
- (ii) Alumni Association breaches any of its obligations under this Agreement;
- (iii) Bank is prohibited or otherwise prevented from conducting at least four (4) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (iv) Bank is prohibited from conducting on-campus promotion campaigns (e.g., tabling and postering) at major events during each consecutive twelve month period during the term of the Agreement. The locations, dates and times of these campaigns will be subject to Alumni Association approval, such approval should not be unreasonable withheld, conditioned or delayed; and
- (v) University of California - Santa Cruz and any office or department of, or affiliated or associated with, the University of California - Santa Cruz, including but not limited to the athletic department and the office of student affairs of the University of California - Santa Cruz endorses, sponsors or promotes any Financial Service Product with any entity other than Bank.