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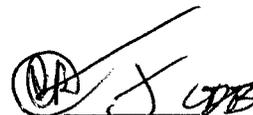
BANKCARD LICENSING AGREEMENT

By and Between

**UNIVERSITY OF FLORIDA ALUMNI ASSOCIATION, INC.
and THE UNIVERSITY ATHLETIC ASSOCIATION, INC.
(GROUP)**

and

CHASE BANK USA, N.A.


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BANKCARD LICENSING AGREEMENT

THIS AGREEMENT ("Agreement"), is made as of the 2nd day of July, 2007 ("Effective Date"), by and between **UNIVERSITY OF FLORIDA ALUMNI ASSOCIATION, INC.**, a tax-exempt corporation organized under the laws of the state of Florida ("UFAA"), having principal offices at 1938 West University Ave. Gainesville, FL 32603-2425 and **THE UNIVERSITY ATHLETIC ASSOCIATION, INC.**, a tax-exempt corporation organized under the laws of the state of Florida ("UAA"), having principal offices at the University of Florida Athletic Department, Ben Hill Griffin Stadium, P.O. Box 14485, Gainesville, FL 32604 (UFAA and UAA being collectively the "Group") and **CHASE BANK USA, N.A.**, a national banking association, having offices at Three Christina Centre, 201 North Walnut Street, Wilmington, Delaware 19801 (formerly known as Bank One, Delaware, N.A. and First USA Bank, N.A. ("FUSA") (collectively, "Chase"). The "parties" are the Group and Chase. The Group or Chase is a "party" as the context provides.

RECITALS

WHEREAS, Group and Chase, as successor by merger to FUSA, previously entered into an Affinity UF Associations Bankcard Agreement on July 2, 1997 ("Original Agreement") under which Chase marketed certain general purpose credit cards to individuals affiliated with or who are friends of the University of Florida;

WHEREAS, the Original Agreement expires as of July 1, 2007;

WHEREAS, Group and Chase desire to enter into a new agreement under which Chase will provide an affinity credit card program, as provided in this Agreement, marketing general purpose credit cards in conjunction with a national payment network association to the alumni, faculty, staff, donors, fans, and friends of the University of Florida;

WHEREAS, Group's mission is to foster and enhance the relationship between the University and its alumni, athletic fans and others and to support the University's mission of education, research, and service, including intercollegiate athletic programs;


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WHEREAS, Group desires to participate in the review or approval of the Program design, components and/or operation under this Agreement to ensure that the Program serves the interests of Group Members and maintains Group's reputation and goodwill among Group Members and complies with this Agreement;

WHEREAS, the parties desire to provide a Rewards Program containing program elements that cater to the unique demographics and affinity of Group Members and which differentiate the Credit Cards from other offerings in the marketplace;

WHEREAS, Group is willing to continue to make its proprietary intellectual property and customer lists available to Chase in connection with Chase's offering of certain credit card(s) and products to and among the Group Members as defined in and subject to the terms and conditions of this Agreement; and

WHEREAS, simultaneously herewith, Chase and Group are entering into that certain Promotional Agreement dated as of July 2, 2007 (the "Promotional Agreement"), pursuant to which Group will provide Chase certain promotional opportunities for the affinity credit card program contemplated by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. Each of the capitalized or quoted defined terms used in this Agreement is listed or defined in Exhibit A (which is attached to and incorporated in this Agreement) provided, however, that any failure to list or define a term in said Exhibit shall not affect the meaning of the term. Any term defined in this Agreement or Exhibit A shall have the definition assigned to it in this Agreement or Exhibit A, including when the term is used in any Exhibit or Schedule hereto.

2. License to Use Marks.

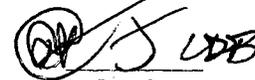
(a) License to Chase. During the Term of this Agreement, Group does hereby grant a non-exclusive license to Chase and its Affiliates to use the respective name, trademarks, servicemarks, copyrights, logo(s), mascots, designs, artwork and


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other related proprietary images of Group and the University of Florida (a state university of Florida with its primary address in Gainesville and its successor academic institution, "University") that are set forth in Schedule 2(a) (attached to and incorporated in this Agreement) in the United States and Canada (i) as they now exist or as they may be revised or modified during the Term hereof and (ii) any new marks developed or acquired by Group after the Effective Date hereof which are available for licensing by Group to Chase (collectively, the "Group Marks") only in connection with Chase's marketing, issuance and servicing of Credit Cards (and, subject to the terms of Paragraph 4(e), Enhancement Products) to Group Members in the Program and under the terms and conditions of this Agreement. Such license shall only apply or extend to any other related product or service offered by Chase if the parties enter into a written addendum to this Agreement to include such product or service. Group agrees that, during the Term, it shall not license the Group Marks to, nor permit their use by, any other person, including a competitor of Chase, in connection with or in any manner referring to any Card without prior written consent of Chase. As used in this Agreement, "Card" means any private label card for purchases only from the University, UAA or UFAA and any consumer credit or charge card; and Card does not include any purchase or other card intended for use by employees and/or contractors of UAA, UFAA and/or the University in the scope of their employment or any debit, stored value, and/or gift card.

In the event of any unauthorized or illegal use of the Group Marks by third parties, Group shall cooperate with Chase in causing such unauthorized or illegal use to stop, subject to Paragraph 2(c). Except for amounts paid to Group pursuant to Paragraph 7 and Schedule 7(a) hereof, Chase shall not be required to pay any additional amounts to Group in connection with its use of the Group Marks during the Term as permitted under this Agreement. Upon termination or expiration of this Agreement, any then-outstanding Credit Card issued during the Term hereof and related Account documents may continue to bear the Group Marks until the latter of (i) the expiration date displayed on such Credit Card as of the effective date of the termination or expiration of the Term or (ii) the termination or expiration of the Term. Subject to and consistent with the rules and regulations of any applicable payment network association or entity, Chase shall comply with the standards established from time to time by Group with respect to the form of the Group Marks and their usage.

(b) Ownership of Marks. Without derogating from the licenses granted above and in Paragraph 3, Group is and shall remain the owner (or owner's

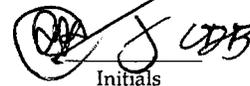

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authorized agent and licensee) of all rights in and to the Group Marks and "Lists" (defined in Paragraph 3). Any and all rights to the Group Marks not herein specifically granted and licensed are reserved by Group (and, as applicable, the University). Except as otherwise specifically provided for in Paragraph 2(a) hereof, upon the termination or expiration of this Agreement, all rights conveyed hereunder with respect to the use of the Group Marks and Lists shall cease, and Chase shall have no further right to use the Group Marks or Lists for any purpose or to further utilize any promotional materials containing the Group Marks, except as expressly provided in the next sentence. However, nothing contained herein shall require Chase to cancel any Account or to terminate any Credit Card issued under this Agreement that is outstanding at the expiration or termination of the Term and use of the Marks thereon shall be governed by Paragraph 2(a).

(c) Unauthorized Use of Marks. Each party agrees that any unauthorized use of the Group Marks by or through Chase, or facilitated or caused by Chase or through Chase, is a breach of this Agreement and Chase, at its sole expense, shall take appropriate action to cause the unauthorized or illegal use to stop. Any unauthorized use of the Group Marks will cause immediate and irreparable harm to the valuable reputation and names of Group and the University (and to any other licensee or sublicensee of the Group Marks or of any of them) for which money damages cannot constitute an adequate remedy. Consequently, Chase agrees that, in addition to any other remedies Group and the University may have, Group, subject to the discretion of a court or arbitrator of competent jurisdiction, shall have the right to injunctive relief for any violation of the license to use of the Group Marks and/or Lists, and Chase shall not oppose Group's request for injunctive relief. This provision shall not restrict Chase from asserting that no violation of the license occurred and no relief, of any kind, is warranted.

3. Marketing Lists.

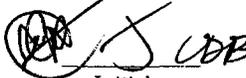
(a) Providing the Lists/License. On or before thirty (30) days after the execution of this Agreement by both parties, Group shall provide Chase with a list of all existing Mailable Group Members as of the Effective Date, including their names, residential addresses (or, if not available, other address), and where available, for file matching purposes only, residential telephone numbers (all such information compiled by Group for delivery on any one occasion to Chase being, collectively, a "List", and all such Lists delivered to Chase hereunder being collectively the "Lists"). Group shall use


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commercially reasonable efforts to provide as complete and accurate Lists as possible of all Mailable Group Members. Group hereby grants a non-exclusive license to Chase and (subject to Paragraphs 11(b) and 20) its Affiliates to use such Lists during the Term as permitted in and subject to the terms of this Agreement; and Chase's right to use the Lists to offer Cards to Group Members shall be exclusive as provided in Paragraph 14. The first List shall consist of a minimum of 386,640 names (unless a lesser number is otherwise requested by Chase), allocated approximately as 293,000 alumni names, 13,800 faculty and staff names, 58,840 parent names and 21,000 athletic ticket holder names. The parties acknowledge that University does not market a Credit Card to students and, notwithstanding any other provision of this Agreement, the Program is not intended to facilitate Chase's marketing to students of the University. However, students who may become aware of the Program are within their rights to independently elect to apply to Chase to become a Cardmember.

During the Term from time to time, Group shall provide Chase with an updated List within thirty (30) days after Chase's request. The parties agree that such Mailable Group Members' names on each List are cumulative and not intended to be unique with respect to each such transmission. During the Term, Group shall license all Lists to Chase for the purposes specified in this Agreement at no additional cost to Chase, other than the payments recited herein in Paragraph 7 and Schedule 7(a). Group agrees: (i) that an essential component of the Program is Group's ability to license the Lists to Chase as provided in Paragraph 3(a), and that, therefore, except as required by Laws, Industry Rules or Governing Athletic Rules, during the Term Group shall not modify or otherwise amend its privacy policy (as in effect on the Effective Date) to prohibit Group from so licensing the Lists to Chase and (without derogating from Paragraph 11(b) or 20) its Affiliates or assignees, as set forth in this Agreement; and (ii) Group shall not license, sell, rent or otherwise in any manner permit or assist any person or entity, including a competitor of Chase, to use the Lists in connection with or in any manner associated with a Card without prior written consent of Chase.

(b) Use of Lists. Chase shall use the Lists provided by Group on a basis consistent with the intent and terms of this Agreement solely to market Credit Cards and, pursuant to Paragraph 4(e), Enhancement Products. Chase shall solicit Group Members to become Cardmembers through Chase's then current marketing channels, as often as it deems reasonable, but shall not contact any one Group Member more than six (6) times per year. Such marketing by Chase shall be subject to and in accordance with the "Marketing Plan," as defined and agreed to by the parties under


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Paragraph 5(a)(ii). Chase agrees to execute at least four (4) direct mail campaigns each year utilizing reasonable segments of the Lists requested and received by Chase. Chase expects to contact any one Group Member four to six times per year; however, to the extent Chase desires to contact any one Group Member more than six times in a year, Chase shall obtain Group's prior written consent to the excess contacts and Group shall not unreasonably withhold its consent. Provided however, Chase reserves the right to review the number of direct mail marketing campaigns per year for effectiveness and the parties may amend the number as part of approving the Marketing Plan. Outbound telemarketing is prohibited by this Agreement, and notwithstanding any other provision, Chase agrees that neither the Lists nor the licenses under Paragraphs 2 and/or 3 shall be used for outbound telemarketing purposes. Chase shall not sublicense, rent or otherwise make available Lists to any unaffiliated third party or Affiliate (except for the sole purposes of fulfilling Chase's obligations under this Agreement, and provided that such unaffiliated party or Affiliate first agrees in writing to be bound by this Agreement's limitations on use of the Group Marks and Lists and confidentiality requirements regarding the Lists, and Paragraphs 11(b) and, as applicable, 20 shall apply). The Lists licensed by Group are and shall remain the sole property of Group or the University; provided, however, that any names that become available to Chase from a source other than Group or the University shall also be owned by Chase. Chase will, subject to applicable Laws, Industry Rules and Governing Athletic Rules requiring their retention, return the Lists to Group or destroy them upon completion of each use and upon the expiration or termination of this Agreement, excluding any archival copy retained and ultimately destroyed systematically as a function of Chase's disaster recovery and records management process, retained as required by Laws, Industry Rules or Governing Athletic Rules or retained by its regulators. However, Chase may maintain separately all information that it obtains as a result of an Account relationship, or from an application for an Account relationship, with any Group Member. This information is a part of Chase's own files and shall not be subject to this Agreement; provided, however, that any use of such separate information shall be so as not to imply any endorsement or involvement by Group or the University and any use to solicit Cardmembers shall be only for products or services expressly permitted by Paragraph 4(e).

4. Offering of Credit Cards by Chase. Chase shall offer Credit Card(s) to Group Members in accordance with the following provisions:



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(a) Chase Marketing. Subject to subparagraph 4(c) and Paragraph 5(a)(ii) and during the Term, Chase shall, at its own expense, design, develop and produce such Marketing Materials as Chase deems appropriate to promote the Program among Group Members, and Group shall not unreasonably impede Chase's administration of such promotional and solicitation activities. Promotion of the Program shall include Chase-conducted direct mailings, subject to Paragraph 3(c), and access to such other marketing channels as the parties may identify and mutually agree in writing. The solicitation of Group Members shall be conducted in accordance with the annual Marketing Plan under Paragraph 5(a)(ii); provided that Chase reserves the right to limit distribution of its solicitation materials to those Group Members whom Chase selects in accordance with Chase's credit policies, criteria and practices made generally applicable and consistently applied to similarly situated participants in affinity Card programs offered by Chase.

(b) Use of Group Marks on Credit Cards. Subject to applicable Laws and Industry Rules, and subject to Governing Athletic Rules of which Group has made Chase aware, during the Term, all approved Cardmembers shall receive Credit Card(s) issued by Chase. Group shall have the right to approve the use of its Group Marks on, and the design of, Credit Card(s) to protect the goodwill and reputation of Group and the University, such approval not to be unreasonably withheld. Further, Chase agrees to use commercially reasonable efforts to develop and implement during the Term customized designs or recognition (e.g., fourth-line embossing) for certain segments of the Group Members (e.g., Bull Gators) or with respect to certain events (e.g. athletics national championship), which shall also be subject to the approval of Group. In the event of any change in Group Marks, if Group requires the use of its new Group Marks in the Program, Group shall bear, and promptly reimburse Chase for, any additional reasonable expenses incurred by Chase in connection with the use of the altered Group Marks mutually agreed upon by Chase and Group, except, however, Group shall not be required to reimburse Chase for such expenses if: (i) Group provides Chase with at least 120 days advance notice of such pending change; and (ii) Group permits Chase to exhaust its mailing inventories of plastics with respect to the Program, existing as of the date of Group's giving notice of the change to Chase; and (iii) Group does not require Chase to cancel existing issued Credit Cards and issue replacement Credit Cards bearing the new Group Marks. Chase shall have the right to designate on the reverse side of the Credit Card(s) such information related to the Program or the credit card industry generally, as Chase shall deem appropriate, provided that the information is accurate and not in the nature of marketing.


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(c) Preparation and Review of Marketing Materials and Premiums. In order to implement a marketing strategy for the Program that will resonate among Group Members, Chase agrees to develop as part of each Marketing Plan and to utilize throughout the Term, marketing collateral designed to target the characteristics of Group Members. In addition, Chase shall ensure that all marketing materials shall indicate that Chase (not Group or the University) is the issuer of the Credit Cards or Enhancement Products and that the opening and use of Credit Cards provide a financial benefit to Group and the University. Chase shall submit to Group for prior approval, all marketing, promotional and solicitation materials, printed or otherwise, for Credit Cards, which materials Chase intends to utilize to market the Program to and among Group Members (upon Group's approval, "Marketing Materials"), as well as any merchandise, service, discounts or other enticements used to encourage individuals to apply for or use Credit Cards ("Premiums"). Group shall review the content only of such proposed Marketing Materials and the form and content of Premiums and not formatting (except as to Group Marks) or legal disclosures regarding the same, for the purpose of protecting the goodwill and reputation of Group and the University. Group shall respond to Chase's requests for approval of Marketing Materials on a timely basis. Approval by the Group of any Marketing Materials or Premiums submitted by Chase for review shall not be unreasonably withheld. In order to maintain Marketing Materials and Premium production and solicitation schedules, Group shall respond to Chase's request for final approval of Marketing Materials or Premiums within seven (7) business days following Group's receipt of any such request that includes complete copies and information relevant to the request. Chase further reserves the right to communicate information to Cardmembers which it normally sends to its other cardmembers and which does not utilize Group Marks, without the prior approval of Group, provided that such information offers only products and services that are permitted under Paragraph 4(e).

(d) Ownership of Work Product. Each party shall have and retain all ownership rights (including without limitation, ownership of any copyrights) in the copy, artwork, layouts, designs, scripts, storyboards, tape, film, mechanicals, and any other documents or material that constitute or are prepared in connection with the Credit Cards, Enhancement Products or Marketing Materials under this Agreement, but shall have no rights to the other party's trademarks.



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(e) Enhancement Products. During the Term, Chase may use the Lists to market to Mailable Group Members, and may market to Cardmembers, Card insurance, Card registration, and other Card-related fee service products and services (collectively "Enhancement Products") via the Credit Card application for solicitations of Mailable Group Members and via the usual and customary marketing channels for solicitations of Cardmembers. In addition, Chase may directly market other financial and non-financial products and services to Cardmembers and Group Members upon receiving the prior written consent of Group. Enhancement Products are subject to all of the requirements and restrictions of this Agreement imposed on Chase relating to Credit Cards, other than payment of Royalties under Paragraph 7, whether or not cited in connection with each requirement or restriction.

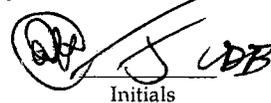
(f) Customer Service. During the Term, Chase will maintain and service the Accounts at a level (i) commensurate with Chase's affinity card programs and (ii) in accordance with the standards set forth in Exhibit 4(f), which is attached to and incorporated herein. Chase will ensure that people providing support for this Program are sufficiently trained with respect to the needs of Group Members, the Credit Cards and Rewards Program(s). The customer service levels shall be reviewed by Chase and Group on an annual basis to ensure competitiveness with industry standards and Cardmember needs and to protect the good will and reputation of Group.

5. Additional Obligations.

(a) Assurances. In order to further the success of the Program, the parties agree:

(i) In the event that either party becomes aware that any of the Program activities set forth herein violate any current or future applicable Laws, Industry Rules or Governing Athletic Rules, or any policy of a party, then the parties shall immediately cease such activities if required thereby and (unless a party exercises any rights for breach of warranties) the parties shall use commercially reasonable efforts to identify or develop alternative marketing opportunities or channels that comply with such Laws, Industry Rules, Governing Athletic Rules or policy.

(ii) Chase shall establish within sixty (60) days after the execution of this Agreement, and at least thirty (30) days before each anniversary date

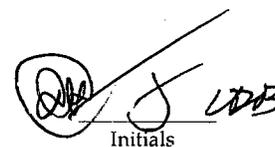

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of this Agreement during the Term, a marketing plan for the promotion of the Program which shall include at a minimum, the elements set forth on Schedule 4(a), which is attached to and incorporated in this Agreement (the "Marketing Plan"). The Marketing Plan shall be subject to the reasonable approval of Group to confirm that the Marketing Plan will not adversely affect the reputation or good will of Group or the University and complies with this Agreement. Semi-annually or sooner upon request of a party, Chase and Group shall review the Marketing Plan and the Program performance, including product competitiveness, marketing strategy, and the Rewards Program, and to make such modifications to the Marketing Plan as the parties may agree are necessary or beneficial. Chase and Group shall review the "Rewards Program" (defined in Paragraph 5(e)) on an ongoing basis throughout the Term to ensure that the Chase-provided rewards under the Rewards Program are competitive with Chase's university affinity card rewards programs.

(iii) Chase and Group each shall use commercially reasonable efforts to identify and create special opportunities for Card members to use Credit Cards for Group or University-related purchases that otherwise might be made through other means consistent with the Marketing Plan, such as and by way of example, double points for recurring annual membership fees, lifetime alumni memberships and Gator Booster memberships, as well as special promotions to help finance Gator Booster memberships, donations, season ticket purchases, alumni travel and other University or Group related purchases, as well as special products (e.g., to reach parents).

(b) Program Compliance With Laws and Industry Rules/Parties' Roles. The parties acknowledge that Group has contracted with Chase relying on its expertise and Chase agrees that, notwithstanding any other provision of this Agreement or any review or approval by Group, Chase shall ensure that all aspects and materials of the Program and the Program's conduct, comply with applicable Laws and Industry Rules and Group shall not have responsibility for any such compliance subject to the following three exceptions (the three exceptions being the "Group Retained Compliance Liability"):

(i) Group shall have responsibility for determining which Group Members have Opted Out and for not including such Group Members on any List provided to Chase under this Agreement.

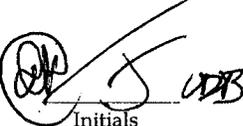
Handwritten initials and a signature. The initials are "J LDB" and there is a signature above them. Below the initials is the word "Initials".

(ii) Group shall have responsibility for ensuring Group's compliance with the policies of Group and its Affiliates and with applicable Laws relating to Group's grant of the licenses pursuant to Paragraph 2(a) and relating to Group's tax liabilities.

(iii) Group shall implement and follow any reasonable process, procedure or step communicated by Chase to Group with respect to the Program to ensure compliance with any Laws or Industry Rules applicable to the Program or its conduct. If Group fails to implement or follow any such process, procedure or step, then Group shall be responsible for its own failure to comply in that particular instance. Any violation of Laws or Industry Rules governing the Program by Group shall not constitute a breach of this Agreement by Group, if Group has implemented and followed the process, procedure and/or step communicated by Chase or Chase has failed to communicate the same to Group.

(c) Program Compliance with Governing Athletic Rules. Chase shall implement and follow any reasonable process, procedure or step communicated by Group to Chase with respect to the Program to ensure compliance with any Governing Athletic Rules applicable to the Program or its conduct. If Chase fails to implement or follow any such process, procedure, or step, then Chase shall be responsible for its own failure to comply in that particular instance. Any violation of Governing Athletic Rules applicable to the Program by Chase shall not constitute a breach of this Agreement by Chase, if Chase has implemented and followed the process, procedure and/or step communicated by Group or Group has failed to communicate the same to Chase.

(d) Group Acquisitions. Group shall promptly notify Chase in the event Group acquires control of another entity during the Term and, notwithstanding whether Group thereafter converts the acquired entity's brands to the Group's then-current brands, if not otherwise prohibited by or inconsistent with the terms of any applicable agreement, Laws, Industry Rules or Governing Athletic Rules, Group shall cause any existing or (during the Term) future Card program of such acquired entity to be included in the Program and issued under the terms of this Agreement. In the event Group does not so convert the acquired brand[s] to Group's brands, then absent prohibition by or inconsistency with such an applicable agreement, Laws, Industry Rules or Governing Athletic Rules, Group is subject to the exclusivity provisions of this Agreement, and any customer, employee, or other personnel of the acquired entity of


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whom Group receives a record shall be deemed to be Group Members for the purposes of the exclusivity provisions of this Agreement.

(e) Rewards Program. During the Term, Chase shall establish and maintain, at its cost, Chase-provided rewards for the Credit Cards which will be competitive among Chase's university affinity card programs. Chase may, as part of the Rewards Program(s), utilize its existing or future proprietary rewards programs for the benefit of Cardmembers based on the usage of the Credit Card, whether or not such rewards programs are administered by Chase or through another relationship or Card program offered by Chase. The Rewards Programs shall be funded solely by Chase. Chase will not apply any changes to the Rewards Program unless such changes are generally applied to Chase's other university affinity card rewards programs.

(f) Program Elements. Without limiting or derogating from Chase's obligations in Paragraphs 4(f), 5(a)(ii) and (iii), and 5(e), Chase shall incorporate into the Program and provide to Cardmembers all elements applicable to its credit card programs, including, but not limited, rewards programs, program benefits and customer service ("Program Elements") that may be generally employed by Chase in its university affinity credit card programs, provided the Cardmembers meet the required demographic and other criteria applicable to Program Elements. In addition, if Chase provides any additional or better benefits, rewards or attributes beyond the Program Elements in other university affinity credit card programs, then Chase agrees to give due and serious consideration to incorporating those additional benefits, rewards or attributes into the Program, provided the Cardmembers meet the required demographic and other criteria applicable thereto.

6. Issuance of Credit Cards.

(a) Issuing Policies and Credit Practices. During the Term, Chase shall, establish and maintain Accounts accessed by, and issue, Credit Cards for eligible Group Members in accordance with Chase's credit, fraud and Card issuing policies and practices, as amended from time to time. All decisions concerning the creditworthiness of any potential Cardmember shall be made at the sole discretion of Chase.

(b) Cardmember Agreement. Credit Cards issued by Chase to approved Group Members pursuant to the Program under this Agreement shall be governed by terms of cardmember agreements consistent with this Agreement to be


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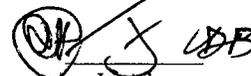
entered into between such persons and Chase. Any such cardmember agreement shall specify that the Laws of the State of Delaware, and as applicable, federal Laws, shall govern the terms and conditions of the related Account and the extension of credit by Chase to the Cardmember. Notwithstanding any other limitations contained in this Agreement, Chase shall have the right to amend such cardmember agreements at any time in accordance with applicable Laws; provided, however, that unless required by Laws, no change shall be made that affects the Rewards Program(s) except as provided in Paragraph 5(e).

(c) Ownership of Accounts. Group shall not possess any ownership interest in Credit Cards issued and Accounts established pursuant to this Agreement. In addition, any and all outstanding balances with respect thereto (including, without limitation, all amounts owing for the payments of goods and services, periodic finance charges, and late and other charges) and all records developed and retained by Chase in connection therewith shall be the sole property of Chase or (subject to Paragraph 20) its assigns.

7. Royalties and Guarantees.

(a) Payment of Royalties. During the Term of this Agreement, in consideration of Group's obligations under this Agreement, Chase shall pay to or on behalf of Group certain "Account Royalties," "Group Account Royalties," "Renewal Royalties," and "Sales Royalties" (collectively, the "Royalties") as defined and provided in Schedule 7(a) (which is attached to and incorporated in this Agreement). In addition, during the "Initial Term", Chase shall pay Group a Guarantee in the amount and at the time specified in, and subject to the terms and conditions as set forth on, Schedule 7(a) attached hereto. Notwithstanding the foregoing, Chase shall not be obligated to pay any duplicate new Account Royalties in the event that the Accounts on which such Royalties are calculated represent substitute Accounts, meaning Accounts which are established due to the loss or theft of a Cardmember's existing Credit Card or more than one of the Accounts which are established as a result of two former joint Cardmembers each requesting an individual Account.

(b) Royalty and Payment. Chase shall provide Group with a reconciliation report within sixty (60) days following the end of each calendar quarter during the Term and within sixty (60) days after the expiration or termination of the Term, setting forth the amount of Royalties earned by Group during the immediately


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preceding calendar quarter and the calculation of the amount owed. Any amounts owing to Group and payable pursuant to the terms of this Paragraph and/or Schedule 7(a) to this Agreement shall be paid to or on behalf of Group within sixty (60) days following the end of such calendar quarter or the Term. Any such reconciliation reports shall be marked and considered Confidential Information under this Agreement and, except where otherwise required by Law or Governing Athletic Rules or, if needed, to assert a claim or defense under this Agreement, Group shall destroy such reports within six (6) months of receipt.

(c) Other Reporting. In addition, Chase shall provide the following information in semi-annual reports during the Term (and a final report within sixty (60) days after the end of the Term) to Group and, subject to Paragraph 11, to its designated Program management company, provided that such company has executed Chase's generally applicable confidentiality and non-disclosure agreement. Any such semi-annual reports shall be marked and considered Confidential Information under this Agreement and, except where otherwise required by Law or Governing Athletic Rules or, if needed, to assert a claim or defense under this Agreement, Group shall destroy such reports within six (6) months of receipt.

Portfolio Reports (By Credit Card Product (Rewards/Non-Rewards))

Applications - % pre-approved and % full application
 End Of Period Outstandings
 Active Accounts with purchase (% Open)
 New Accounts
 Open Accounts
 Statements- % of open
 Net Retail Sales
 Sales Tickets
 Average Sales Ticket
 Sales per Statement

Acquisition Reports -

Mail base
 Accounts opened by Channel
 Net response rate


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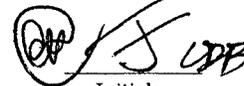
Gross Response Rate
Approval Rate
Responses to direct mail
Direct Mail Waterfall analysis (provided one time per year upon request)

8. Cardmember Statements Inserts and Messaging. Subject to reasonable space, weight, size, content, and scheduling restrictions, and upon Chase's prior review and approval (which shall not be unreasonably withheld), Group may from time to time during the Term, include informational inserts or statement messages in billing statements mailed by Chase to Cardmembers regarding products or services offered directly by, or information pertinent to, Group or the University. Provided however, inserts and statement messages that may be required by Laws or otherwise by the Marketing Plans, shall have priority over Group's inserts and statement messages and shall be inserted into billing statements prior to the insertion or inclusion of any inserts or statement messages of Group. Chase will pay for the normal cost of mailing statement inserts as described above, excluding the cost of preparing, producing and shipping to Chase the actual insert which shall be the sole responsibility of Group.

9. Records and File Protocol.

(a) Records. During the Term of this Agreement and for twelve (12) months thereafter (or for such longer period as may be required by applicable Laws or Industry Rules, or as may be required by Governing Athletic Rules of which Group has informed Chase), Chase agrees that it will maintain complete and accurate records with respect to the Program established by Chase under this Agreement (including without limitation on calculation of Royalties and compliance of the Program with applicable Laws, Industry Rules and with applicable Governing Athletic Rules of which Group has made Chase aware). Such records shall be subject to audit pursuant to Paragraph 27.

(b) File Protocol. During the Term of this Agreement, Group, at its expense, shall comply with Chase's data exchange technical specifications and standards as existing on the Effective Date, including but not limited to file transfer, protocols and standards, file formats and layouts and encryption/decryption software ("File Standards") in connection with providing Lists to Chase. The parties agree that, on the Effective Date, Group satisfies Chase's File Standards. Chase may make changes


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in the File Standards and Group shall comply with the changes to the extent such changes are operationally feasible for Group to implement and subject to the following. In the event the cost of implementing any changes in File Standards exceeds \$3,000 in the aggregate over the Term, Group shall provide Chase with an estimate of the expected cost of implementation before implementing the changes and thereafter Chase shall, in its discretion, either: (i) pay all direct costs of any nature whatsoever related to implementing such changes (including, without limitation, for additional personnel due to expertise needs or workload) in excess of \$3,000 in the aggregate to Group, in which case Group shall implement the changes, or (ii) request Group to provide a computerized version of its Lists satisfying File Standards without the changes to Chase or a designee whom Chase shall ensure is subject to Paragraph 11 hereof and such delivery shall satisfy Group's obligations hereunder. Group shall provide the Lists to Chase or Chase's designee within seven (7) business days after receipt of Chase's request therefore so that the changes to File Standards can be implemented by Chase.

10. Relationship. Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, joint venture, partnership or fiduciary relationship between the parties, and neither party shall have the right or authority to incur debts or obligations, bind, contract or otherwise act for or on behalf of the other party. The parties are independent contractors of one another.

11. Confidentiality/Safeguarding Data.

(a) Group shall not receive Nonpublic Personal Information or any individually identifiable personal information about Group Members, Account identifiers, or any other information that would subject Group to compliance obligations under Laws or safeguarding/security requirements of Chase, unless, in each instance, Chase specifically identifies the regulated information and both parties have agreed in writing in advance to Group's receipt of the specific information. Any such agreement shall contain to-be-agreed-upon provisions concerning obligations to safeguard regulated information. If Chase or its Affiliates or permitted assignees inadvertently provide any such information to Group during the Term and so notify Group, then, upon receiving notice, Group shall not disclose the information and shall delete the information and notify Chase that this has been done.

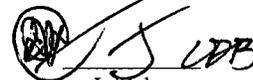
(b) General Confidentiality. The parties acknowledge and agree that the terms of this Agreement and all confidential information (as more specifically


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addressed below) provided to or in connection with either party's performance under this Agreement shall be considered "Confidential Information" and except as otherwise provided in this Agreement shall not be disclosed to any third party (other than its Affiliates and agents with a need to know and in compliance with Paragraph 11(d)) by the party receiving Confidential Information ("Receiving Party") without the prior written consent of the party providing the Confidential Information ("Disclosing Party"). "Confidential Information" means any one or more of the following information provided by the Disclosing Party to the Receiving Party during the Term, except as otherwise specifically provided in this Agreement: (i) names, telephone numbers, and addresses on the Lists; (ii) demographic and behavioral information relating to Group Members provided to Chase pursuant to Paragraph 3 or otherwise by Group or the University; (iii) terms of this Agreement; (iv) Program reports referenced in Paragraph 7 (provided they are marked "CONFIDENTIAL" at the top of the first page); and (v) Chase's or Group's business objectives, programming techniques, strategies, targeting methods, and technical, developmental, cost and processing information and any other proprietary information, provided such disclosures, if in writing, are marked "CONFIDENTIAL" at the top of the first page.

The obligations with respect to Confidential Information shall not apply to Confidential Information (other than any Confidential Information previously provided under an obligation of confidentiality) that either party as Receiving Party or its personnel already know at the time it is disclosed as shown by their written records; is publicly known without breach of this Agreement or is disclosed with prior written consent of the Disclosing Party; either party as Receiving Party received from a third party authorized to disclose it without restriction; either party as Receiving Party, its agents or subcontractors, developed independently without use of Confidential Information; or is referenced in Paragraph 11(b)(i) or (ii) that Group provides to third parties at times and for purposes that do not violate the exclusivity provisions of Paragraph 14; or if either party is required by Laws, Industry Rules or Governing Athletic Rules to disclose Confidential Information, the party may do so, provided that if possible under Laws, Industry Rules or Governing Athletic Rules, the party must give prompt notice to the other party to allow them to first seek a protective order.

(c) Cardmember Privacy. All capitalized terms used in this Paragraph 11 and not otherwise defined shall have the meanings throughout this Agreement set forth in the Federal "Privacy of Consumer Financial Information" Regulation (12 CFR Part 40), as amended from time to time (the "Privacy Regulation"), issued pursuant to


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Section 504 of the Gramm-Leach-Bliley Financial Modernization Act of 1999 (15 U.S.C. 6801 *et seq.*). The parties acknowledge that the Privacy Regulation governs disclosures of Nonpublic Personal Information about consumers, including Cardmembers. Unless otherwise agreed in writing signed by the parties, Chase shall not disclose to Group any Nonpublic Personal Information collected by, or on behalf of, Chase regarding any Group Member or Cardmembers, and Chase shall not rely upon or require Group to collect, on behalf of Chase or any of its Affiliates, or to supply to Chase or any Affiliate, any Nonpublic Personal Information regarding any Group Member or Cardmembers. Chase is responsible for safeguarding Nonpublic Personal Information in its possession and, with respect thereto, Chase shall:

(i) Comply with Chase's Information Security Standards as described in attached Schedule 11(c)(i) (as if Chase were the Receiving Party or Partner), as they may be revised from time to time by Chase and not disclose to any third party other than Affiliates (subject to Paragraph 11(b)) or use any Nonpublic Personal Information that it obtains from or about any Group Member, except to carry out the purposes of or as permitted by this Agreement;

(ii) To the extent Chase creates, receives, sends, transmits, stores, controls or processes credit card or debit card account numbers, Chase, at its expense, shall comply with the then-current security rules and requirements, or within thirty (30) days of any published revision of any applicable payment system (or sooner if required by Laws or Industry Rules), including but not limited to Payment Card Industry (PCI) Data Security Standard (DSS), Visa CISP, and/or MasterCard SDP.

(iii) Not make any changes to its security measures that would increase the risk of an unauthorized access to Nonpublic Personal Information. Chase shall control access to any network or system on which Nonpublic Personal Information is stored through the use of information security measures restricting access to Nonpublic Personal Information only to those with a need to know.

(d) Use of Confidential Information. The Receiving Party shall use Confidential Information only for the purpose of performing or enforcing, or as permitted by, the terms of this Agreement, or to comply with Laws, Industry Rules or Governing Athletic Rules and shall not accumulate in any way or make use of Confidential Information for any other purpose. The Receiving Party shall ensure that only its employees, authorized agents, and subcontractors who need to know

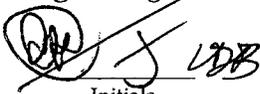

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Confidential Information to perform or enforce this Agreement will receive Confidential Information and that such persons agree to be bound by the provisions of this Paragraph 11 and maintain the Confidential Information they receive hereunder as confidential. In the case of use of the Confidential Information to enforce this Agreement, the enforcing party shall take reasonable action to limit the disclosure and shall seek to obtain a protective order reasonably acceptable to the Disclosing Party for this purpose. (The requirements of this clause (d) shall also apply to Nonpublic Personal Information about Group Members received or possessed by Chase.)

(e) Loss of Confidential Information. Upon discovery by the Receiving Party of its unauthorized disclosure or loss of, or inability to account for, any Confidential Information of the Disclosing Party, the Receiving Party shall promptly, at its own expense: (i) notify the Disclosing Party in writing; (ii) take such actions as may be necessary or reasonably requested by the Disclosing Party to minimize damages from such disclosure or loss; and (iii) cooperate in all reasonable respects with the Disclosing Party to minimize any adverse consequences of any such loss or disclosure.

(f) Unauthorized Use or Disclosure of Confidential Information. Each party agrees that any unauthorized use or disclosure of Confidential Information will cause immediate and irreparable harm to the valuable reputation and names of the Disclosing Party for which money damages cannot constitute an adequate remedy. Consequently, the Receiving Party agrees that injunctive relief is warranted in addition to any other remedies the Disclosing Party may have. The Receiving Party shall not oppose the Disclosing Party's request for injunctive relief to a court or arbitrator of competent jurisdiction. This provision shall not restrict the Receiving Party from asserting that no unauthorized disclosure was made and, consequently, no relief of any kind is warranted. In addition, the Receiving Party agrees promptly (i) to advise the Disclosing Party in writing of any unauthorized misappropriation, disclosure or use of the Disclosing Party's Confidential Information by any person who obtained access to the Confidential Information by or through the Disclosing Party, which use may come to the attention of the Receiving Party and (ii) to take all steps at its own expense reasonably requested by the Disclosing Party to limit, stop or otherwise remedy such misappropriation, disclosure or use.

(g) Return or Destruction of Confidential Information. Upon either party's demand, and upon the termination or expiration of this Agreement, the parties shall comply with each other's reasonable instructions regarding the disposition of

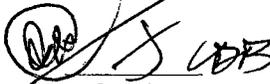

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Confidential Information it receives, that may include return or destruction of any and all Confidential Information (including any copies or reproductions thereof), excluding any archival copy retained and ultimately destroyed systematically as a function of the Receiving Party's disaster recovery and records management process, retained as required by Laws, Industry Rules or Governing Athletic Rules, or retained by regulators. Such compliance shall be certified in writing by the Receiving Party, including a statement that no copies of Confidential Information of the Disclosing Party have been kept, except as provided above.

(h) Use of a Party's Name. Except during the Term as necessary for its performance under this Agreement or as permitted under this Agreement and in accordance with any prior approvals required by this Agreement, neither party shall use the name of the other party or its Affiliates in connection with any representation, solicitation, promotion, sales or marketing publication or advertisement and, except as may be required by Laws, Industry Rules or Governing Athletic Rules or as permitted under Paragraph 11(i), neither party shall make any public statement relating to such other party or its Affiliates in connection with the Program or this Agreement, without the prior full disclosure of same to the other party, and the prior written consent of such other party. Notwithstanding the foregoing, but subject to applicable Laws, Industry Rules and Governing Athletic Rules, the parties agree, that during the Term Chase may include Group's name (and subject to Group's prior written approval not to be unreasonably withheld or delayed, the Group Marks) in connection with any materials listing affinity Card relationships that Chase may publicize (so long as the issuer is clearly Chase, not Group or University) and either party may publicly state that Chase offers a UAA and UFAA Credit Card and shall refer in such statement to any source of information about the Program to which the parties have agreed.

(i) Press Releases. Except as may be required by Laws, Industry Rules or Governing Athletic Rules or as is permitted in Paragraph 11(h), neither party, nor any of its Affiliates, shall issue a press release or make a public announcement related to the subject matter of this Agreement without the prior consent of the other party, which consent shall not be unreasonably withheld or delayed.

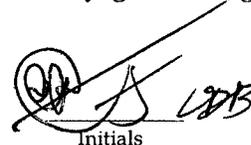
(j) Confidential Information Requests by Third Parties. Chase acknowledges that Group or the University may be subject to the provisions of open records Laws (the "Act") and that under certain circumstances, Group may be required (or to act consistently with the University, Group may as a policy desire) to release


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Confidential Information to a third party under the Act. In the event that Group or its Affiliate receives a request for Confidential Information from any third party under the Act, Group shall exercise commercially reasonable efforts to notify Chase as soon as possible of such request pursuant to the notification provisions of this Agreement. Such notification shall include a copy of any written request received by Group or a written summary of the oral request if such request is authorized under the Act. As soon as is reasonably possible following such notice, Group shall provide Chase with copies of any documents and other materials that Group believes to be responsive to such request. Group or its Affiliate shall respond to such request by either: (i) rejecting such request; or (ii) acknowledging receipt of such request and advising the requesting party that a subsequent response will be forthcoming. To the extent allowed by the Act, Group shall give Chase a reasonable opportunity (which opportunity need not exceed five (5) business days from the date of Group's response) to take whatever action (legal or otherwise) Chase deems necessary (at its sole expense) to legally prevent the disclosure of Confidential Information by Group. Disclosure of Confidential Information by Group or its Affiliates as required by the Act (or consistent with Group's practice in response to a third party request with references to the Guarantee and Royalty amounts redacted), shall not constitute a breach of this Paragraph 11.

12. Representations, Warranties and Mutual Covenants.

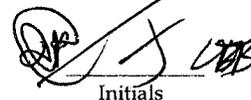
(a) Chase. Chase represents and warrants as of the Effective Date and the date on which Chase executes this Agreement that: (i) it is a national banking association duly organized, validly existing and in good standing under the Laws of the United States and it is authorized, directly or through its Affiliates, to do banking and Card and related products and services business in Canada and in all states in the United States where Chase is required under Laws to be so authorized; and (ii) in all material respects and to the best of Chase's knowledge after due inquiry, the execution and delivery by Chase of this Agreement, and the performance by Chase of its obligations and the transactions contemplated hereby, are within Chase's corporate powers, have been duly authorized by all necessary corporate action, do not require any consent or other action by or in respect of, or filing with, any third party or governmental body or agency (other than informational filings required by any applicable payment network association, which complete filings have been or will be timely made), and do not contravene, violate or conflict with, or constitute a default under, any provision of applicable Laws, Industry Rules, or any governing documents,


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charter, by-laws or policy of Chase or of any agreement, judgment, injunction, order, decree or other instrument binding upon Chase.

(b) Group. UAA and UFAA each represents and warrants as of the Effective Date and the date on which it executes this Agreement that: (i) it is duly organized, validly existing and in good standing under the Laws of the State of Florida; (ii) in all material respects and to the best of Group's knowledge after due inquiry, the execution and delivery by Group of this Agreement, and the performance by Group of its obligations and the transactions contemplated hereby, are within Group's powers, have been duly authorized by all necessary action of UAA or UFAA, as applicable, do not require any consent or other action by or in respect of, or filing with, any third party or any governmental body or agency, and do not contravene, violate or conflict with, or constitute a default under, any provision of applicable Laws (provided this representation and warranty does not apply to Laws governing the Program), Governing Athletic Rules or any governing documents, charter, bylaw, or policy of UAA or UFAA, or any agreement, judgment, injunction, order, decree or other instrument binding on UAA or UFAA and do not require the payment of any other fees or royalties, except as set forth herein, on the part of Chase; (iii) Group is the owner of, or has the right to and is authorized to grant to Chase, the licenses under Paragraph 2 to use the Group Marks for the purposes specified in this Agreement and Group has not received any written notice of any claims, and is not currently involved in any litigation, challenging Group's ownership of or rights to the Group Marks; (iv) Group has the right to provide the Lists to Chase as required under Paragraph 3 for the purposes specified in this Agreement; and (v) there exist authorizations, approvals or undertakings to Group from the University and such other Group Affiliates as may be necessary providing for the execution and delivery by Group of any and all obligations under this Agreement not otherwise deliverable by Group directly and that such authorizations, approvals and undertakings are valid and enforceable.

(c) Mutual Covenants. Each of the parties covenants and agrees as of the date on which it executes this Agreement that it has not suffered any event that could reasonably be expected to cause a material adverse change in, or material adverse effect upon the party (including but not limited to) its business, operations, properties, assets, liabilities, reputation or condition (financial or otherwise) in any manner or to any extent that could reasonably be expected to result in a material impairment to the Program or of the party's ability to perform its obligations under this Agreement.

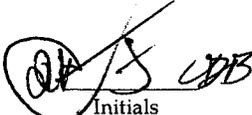
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13. Indemnification.

(a) Indemnification by Group. Group shall indemnify, defend with counsel reasonably acceptable to Chase and hold Chase (including its directors, officers, and employees and their respective heirs and representatives) ("Chase Indemnitees") harmless from and against any and all claims, actions, suits, other proceedings losses, judgments, demands, settlements, damages, expenses and other costs (including without limitation court, administrative agency and dispute resolution costs and reasonable counsel and expert fees and disbursements), and liabilities of every kind and nature whatsoever (except only as limited by Paragraph 25 and/or Paragraph 24) brought or asserted by or in favor of third parties (including without limitation regulatory or other governmental authorities) ("Claims") that Chase Indemnitees may incur, to the extent arising from or in any way relating to (i) any Group Retained Compliance Liability under Paragraph 5(b) or Group obligation under Paragraph 5(c), (ii) any violation or inaccuracy of any representation or warranty of Group contained in this Agreement, (iii) any infringement of any trademark, copyright, trade name or other proprietary ownership interest resulting from the use by Chase of the Group Marks as expressly permitted under this Agreement, or (iv) any negligent act or omission or willful misconduct of Group or its directors, officers, or employees, authorized agents, or assigns in connection with this Agreement.

(b) Indemnification by Chase. Chase shall indemnify, defend with counsel reasonably acceptable to Group and hold UAA, UFAA and the University (including their respective members, trustees, directors, officers, and employees and their respective heirs and representatives) (collectively, "Group Indemnitees") harmless from and against any and all Claims that Group Indemnitees may incur, to the extent arising from or relating in any way to (i) any non-compliance with Laws or Industry Rules by the Program or in the conduct of the Program, unless included in the Group Retained Compliance Liability under Paragraph 5(b), (ii) any violation or inaccuracy of any representation or warranty of Chase contained in this Agreement, (iii) any actual or alleged act or omission of Chase, its Affiliates or assignees, in connection with or arising out of the marketing, offering, solicitation or issuance of Credit Card(s), Enhancement Products, Rewards Program or any other products or services or the administration of Credit Cards, Accounts, Enhancement Products, the Rewards Program, or any other products or services, or related information, or (iv) any negligent other act or omission or willful misconduct of Chase or its directors, officers, or employees, authorized agents, or assigns in connection with this Agreement.



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14. Exclusivity.

(a) Cards. During the Term of this Agreement, Chase shall have the exclusive right to offer Cards to Group Members in the United States and, to the extent Chase extends the Program to Canada, in Canada. Group agrees that during the Term hereof it shall not by itself or in conjunction with others, or through any Group Affiliate, enter into any agreement with others for the provision of, or in connection with the offering of, a Card or otherwise marketing a Card (other than the Credit Card) and/or related services, with or without Group's Marks and/or any related rewards programs or benefit to Group Members in the United States (and as provided above Canada).

(b) Upon the parties reaching a written agreement to include any new "Business Opportunities" under this Agreement, as provided in Paragraph 15, the provisions of this Paragraph 14 shall also apply to the new Business Opportunities.

15. Other Business Opportunities. Chase and Group shall work together to identify other mutually beneficial and mutually agreeable "Business Opportunities" in addition to the Program. "Business Opportunities" shall mean corporate and purchasing cards, debit, stored value and other payment card products with or without Group Marks used on the products or in connection with marketing the products, excluding those for which Group already has an arrangement on the Effective Date (and the amendment and extension of such existing arrangements).

16. Term. This Agreement shall be effective as of the Effective Date and shall continue for a term of ten (10) years until July 1, 2017, unless the Initial Term is earlier terminated as provided in Paragraph 17 or is extended by written agreement of the parties (as said term may be ended early or extended as provided above, the "Term"). The "Initial Term" shall mean the initial 10-year Term without any extension or termination. Each party shall provide the other party by April 1, 2017 a written notice of its intent not to renew the agreement.

17. Default/Termination.

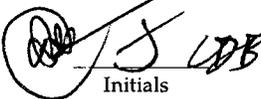
(a) Material Default. If there is a material default by either party in the performance of the terms and conditions of this Agreement, and such default shall continue for a period of thirty (30) days after written notice thereof from the


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nondefaulting party (setting forth in detail the nature of such default) (“Default Notice”), then this Agreement shall automatically terminate without the need for further action or notice by the parties at the option of the nondefaulting party on the thirty-first (31st) day following the date when the Default Notice is given. If, however, the default cannot reasonably be remedied within such thirty (30) day period, such time period shall be extended for an additional period of thirty (30) days (so that this Agreement shall automatically terminate on the sixty-first (61st) day following the giving of the Default Notice), so long as the defaulting party has notified the non-defaulting party in writing and in reasonable detail of the defaulting party’s plans to initiate substantive steps to remedy the default and diligently thereafter pursues the same to completion so that the material default has been remedied within sixty (60) days after the Default Notice is given.

(b) Insolvency. This Agreement shall be deemed immediately terminated, without the requirement of further action or notice by either party, [1] in the event that the other party, or a direct or indirect holding company of such other party: (i) shall become subject to voluntary bankruptcy, insolvency, receivership, conservatorship or like proceedings (including, but not limited to, the takeover of such party by the applicable regulatory agency) pursuant to applicable state or federal Laws; (ii) shall take any action to authorize commencement of any such proceeding; or (iii) ceases to conduct its normal and customary business operations or to pay its debts as they become due or [2] if any involuntary bankruptcy, insolvency, receivership, conservatorship or like proceedings (including, but not limited to, the takeover of such party by the applicable regulatory agency) pursuant to applicable state or federal Laws is filed against the other party, a direct or indirect holding company of such other party, and is not dismissed within sixty (60) days after filing.

(c) Material Change in Law, Etc. Subject to the parties’ representations and warranties under Paragraph 12, in the event that any Laws, Industry Rules or Governing Athletic Rules in effect on the Effective Date or any material change in any (or new) Laws, Industry Rules or Governing Athletic Rules during the Term, including without limitation those regarding fees paid by merchants or their acquiring banks or card issuers, makes the performance or continued performance of this Agreement under the then current terms and conditions commercially impractical or impossible under Laws, Industry Rules or Governing Athletic Rules, the parties will use good faith efforts to modify the Program and provisions of this Agreement to continue performance of this Agreement in a compliant and commercially practical manner. If


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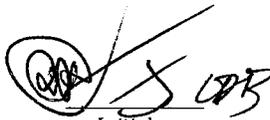
the parties are unable to reach a written agreement on acceptable modifications to this Agreement within sixty (60) days after either party notifies the other party of the commercial impracticability or impossibility, either party then may terminate this Agreement by and upon giving at least ninety (90) days additional advance written notice to the other party, or sooner as may be required by applicable Laws, Industry Rules or Governing Athletic Rules. Such written notice shall include a reasonably detailed explanation and evidence of the commercial impracticability or non-compliance imposed as a result of such Laws, Industry Rules or Governing Athletic Rules in effect on the Effective Date or a change in any (or new) Laws, Industry Rules or Governing Athletic Rules, and the terminating party's inability to perform or to continue with performance under this Agreement as currently structured. Subject to Paragraph 17(e)(vii), such termination shall be without liability, penalty or damages to either party, except to the extent that a party has breached a representation or warranty under Paragraph 12 with respect to Laws, respecting Chase only, Industry Rules or, respecting Group only, Governing Athletic Rules in effect on the date the party executes this Agreement.

(d) Termination of Promotional Agreement. In the event the Promotional Agreement terminates for any reason, then this Agreement shall automatically terminate on the date the Promotional Agreement terminates without the need for any action or notice by the parties.

(e) Effect of Termination or Expiration. Upon termination or expiration of this Agreement:

(i) The parties each shall promptly destroy or return to the other all materials, including take-ones, Lists, Marketing Materials and other Confidential Information that have been exchanged pursuant to this Agreement, such destruction to be certified in writing, including a statement that no copies have been kept, other than as permitted in this Agreement;

(ii) All Accounts that have been opened pursuant to the terms hereof, together with all Accounts for which applications have been received but not yet processed by Chase as of the effective date of such termination or expiration, shall remain the sole and exclusive property of Chase;


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(iii) Chase may issue card(s) to applicants whose applications are received after the effective date of such termination or expiration, provided that Chase replaces Credit Cards with a payment card product offered by Chase or its Affiliates without any reference to Group Marks or Group on or in connection with such payment card(s);

(iv) The licenses granted under Paragraphs 2 and 3 shall automatically terminate without the need for any additional action or documentation by the parties and outstanding Accounts and Credit Cards shall be addressed as provided in Paragraph 2(b);

(v) Except as otherwise specifically set forth herein, all obligations to Group or to Chase shall cease on the effective date of such termination or expiration.

(vi) Chase's obligation to pay Royalties and any costs that Chase is required to pay under this Agreement shall cease immediately upon the effective date of termination or expiration of this Agreement for any reason whatsoever, provided that such Royalties and costs shall be reconciled and paid to the date of termination or expiration.

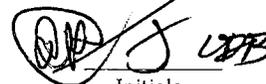
(vii) For purposes of this clause (vii) only, a "Guarantee Material Default" shall mean and include only [A] Group's material default of its obligations under Paragraphs 2, 3, 5(d), 14, 17(c), and/or 18, Group's unreasonable withholding of approvals or consents under Paragraphs 4(b), 4(c) and/or 5(a)(ii), and/or Group's material violation of its representations and warranties under Paragraph 12(b), where the Guarantee Material Default has not been cured after a Default Notice is given during the period(s) provided under Paragraph 17(a) of this Agreement or after a deficiency notice is given under Paragraph 4 of Schedule 7(a) during the cure period provided thereunder and/or [B] a "Promotional Payment Material Default" (as defined in Paragraph 11(b) of the Promotional Agreement). Upon termination of this Agreement by Chase pursuant to Paragraph 17(a) for an uncured Guarantee Material Default or pursuant to Paragraph 17(b) above, or termination of this Agreement as a result of termination of the Promotional Agreement by Chase because of a Promotional Payment Material Default, Group shall remit to Chase within ten (10) days of the effective date of such termination the unearned portion of the sum of the Guarantee plus the Promotional Payment as of the effective date of termination of this Agreement.


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For purposes of this Paragraph 17(e)(vii), the unearned portion of the sum of the Guarantee plus the Promotional Payment is the difference between [x] the product obtained by multiplying the sum of the Guarantee and the Promotional Payment by a fraction the numerator of which is the number of full months remaining in the Initial Term and the denominator of which is the number of full months in the Initial Term of the Agreement (120 months) ("First Number") and [y] the sum of the Royalties and/or Group Account Royalties earned by Group (whether or not paid) under this Agreement and the Promotional Agreement, as applicable (the "Second Number"); provided that, if there is no difference or the First Number minus the Second Number is a negative number, no payment is owed to Chase. For example: assume the termination date is 11/5/2014 and therefore there are 31 full months remaining in the Initial Term. Assume Group has earned Royalties and Group Account Royalties totaling \$1,000,000 (the Second Number). $\$10,210,000$ (the sum of the Guarantee and Promotional Payment $\times 31/120$ (25.83%) = $\$2,637,582$ (the First Number). $\$2,637,582 - \$1,000,000 = \$1,637,582$, the amount owed to Chase. If in this example, the sum of the Royalties and Group Account Royalties (the Second Number) has equaled or exceeded $\$2,637,582$ (the First Number), no amount would be owed to Chase. Under no circumstances shall Group be required to repay any portion of the Guarantee or Promotional Payment, except only in the event of Chase's termination of this Agreement for a Guarantee Material Default that has not been timely cured, due to termination of the Promotional Agreement for a Promotional Payment Material Default or due to termination of this Agreement for Group's insolvency under Paragraph 17(b).

(viii) Chase and Group will develop a joint notice to Cardmembers regarding the termination of the Program at least thirty (30) days before the effective date of the expiration or earlier termination of the Term. Notwithstanding the foregoing, Chase shall not be in default of these obligations and the times for notification shall be extended by reasonable agreement of the parties, if Group fails to give Chase notice of non-extension of this Agreement at least ninety (90) days before the end of the Term. Chase will be responsible, at its cost, for drafting and sending the notice and ensuring its compliance with Laws and Industry Rules, and the content and format will be subject to Group's prior written approval, which will not be unreasonably withheld.

If the parties are unable to agree on the language and format of the notice within said thirty (30) day period, Chase at its own cost may inform Cardmembers and Group at its own cost may inform all Group Members, factually and accurately, that the Program is


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expiring or terminating on the relevant effective date, without stating the reasons and without attributing any blame on any party or third party.

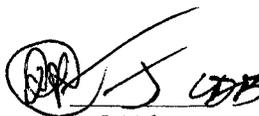
18. Non-Competition. With respect to all Accounts established pursuant to this Agreement, Group agrees that neither Group, nor its Affiliates, shall by itself or in conjunction with others during the Term of this Agreement and for a period of one (1) year following the expiration or the termination of this Agreement for any reason whatsoever, specifically target any offer of a Card to Cardmembers only. Provided however, Group may, after the expiration or termination of this Agreement, offer then-current Cardmembers the opportunity to participate in another Card program endorsed by Group, provided that Group does not make such offer only to such Cardmembers but rather as a part of a general solicitation to all or a significant segment of Mailable Group Members and provided further that no such then-current Cardmembers are identified as a Cardmember of Chase, or offered incentives different from that offered to all or a significant segment of Mailable Group Members. For purposes of this Paragraph, an individual or entity is a Cardmember only for so long as the Account of the individual or entity is opened and has not been cancelled, and ceases to be a Cardmember when such Account is cancelled.

19. Notices. Any and all notices requests, consents, waivers, approvals and other communications required or permitted under this Agreement shall be in writing and shall be delivered either by personal delivery; by telecopy; by nationally recognized overnight courier service; or by certified or registered mail, return receipt requested, addressed as follows:

If to Chase, to:

CHASE BANK USA, N.A.
Three Christina Centre
201 North Walnut Street
Wilmington, DE 19801
Attention: Partner President
Telecopier Number: 302-282-8383

with a copy at same address to:
General Counsel
Fax: 302-282-8361


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If to Group, to:

UNIVERSITY OF FLORIDA ALUMNI ASSOCIATION
1938 West University Ave.
Gainesville, FL 32603-2425
Attention: Executive Director
Telecopier Number: (352) 846-3636
Email: kmarquis@uff.ufl.edu

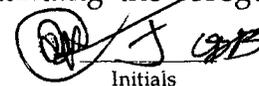
And

UNIVERSITY ATHLETIC ASSOCIATION
C/o University of Florida Athletic Department
Ben Hill Griffin Stadium
P.O. Box 14485
Gainesville, FL 32604
Attention: Athletic Director
Telecopier Number: (352) 372-5117
Email: Jeremy@gators.uaa.ufl.edu

with a copy to: Counsel, University of Florida Foundation
2012 West University Ave.
Gainesville, FL 32604-2425

or to such other person or address as either party shall have previously designated to the other by written notice given in the manner set forth above. Notices shall be deemed given one day after sent, if sent by telecopy, or by overnight courier; when delivered and receipted for (or upon the date of attempted delivery where delivery is refused), if hand delivered; or when receipted for (or upon the date of attempted delivery where delivery is refused) if sent by certified or registered mail, return receipt requested. Where notice requires a response in ten (10) or fewer business days, the notice shall be sent by hand delivery or telecopy.

20. Assignment. Neither party may assign this Agreement or its rights and/or obligations pursuant to the Agreement without the prior written consent of the other party to this Agreement. Any attempt to make such assignment without the required consent shall be void. Provided, however, notwithstanding the foregoing: (i) either

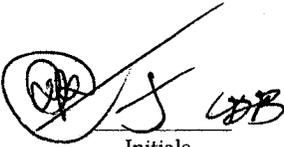

Initials

party may assign this Agreement and any of its rights and obligations, to its Affiliates (ii) Group, upon giving prior written notice to Chase, may assign this Agreement to the University or any Affiliate of the University or any successor academic institution, and (iii) Chase may, upon giving prior written notice to Group, assign this Agreement to any other federally regulated financial institution with similar experience and excellent reputation in the college and university affinity Card sector, upon the condition (which shall apply to an assignment made under clause (i), (ii) or (iii) above) that the assignee shall first assume, either expressly or by operation of law, all of the assigning party's obligations under this Agreement from and after the date of the assignment, and the assignee makes the representations and warranties set forth in Paragraph 12 to such other party in connection with the assignment and assumption.

21. Entire Agreement/Amendment. This Agreement, including all of its Exhibits and Schedules, constitutes the entire understanding between the parties with respect to the subject matter, and supersedes all prior written and oral proposals, understandings, agreements and representations, all of which are merged herein, except that, for clarity sake, the parties confirm that the "Promotional Agreement" between Chase and Group being executed and delivered simultaneously with this Agreement shall not be superceded or merge with this Agreement. No amendment or modification of this Agreement shall be effective unless it is in writing and executed and delivered by all of the parties hereto.

22. Non-Waiver of Default. The failure of either party to insist, in any one or more instances, on the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of any right granted hereunder or of the future performance of any such term or condition on any other occasions, and the obligations of the non-performing party on such future occasions with respect thereto shall continue in full force and effect.

23. Severability. In the event that any provision of this Agreement shall, for any reason, be deemed to be invalid and unenforceable by an arbitrator or court of competent jurisdiction, the parties shall use commercially reasonable efforts to modify the Agreement consistent with the original intent of the parties and the remaining provisions of this Agreement shall remain in full force and effect to the greatest extent permitted by law and equity.



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24. Alternative Dispute Resolution. Group and Chase hereby agree that all disputes under this Agreement shall be resolved pursuant to this Paragraph, except that equitable relief may be sought pursuant to the confidentiality provisions of Paragraph 11 from any court of competent jurisdiction.

(a) Dispute Resolution. Any controversy or claim between Group, on the one hand, and Chase on the other hand, arising from or in connection with this Agreement or the relationship of the parties under this Agreement whether based on contract, tort, common law, equity, statute, regulation, order or otherwise ("Dispute") shall be resolved as follows:

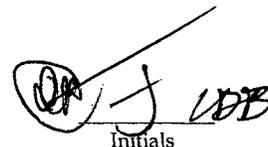
(i) Informal Dispute Resolution: Upon written request of either Group or Chase, a duly appointed representative(s) of each party will meet for the purpose of attempting to resolve such Dispute. Should they be unable to resolve the Dispute within thirty (30) days of such notice, then promptly after the end of said thirty (30) day period, the Executive Vice President of the University of Florida Foundation will meet with Chase's Executive Vice President of Relationship Management (the "Executives") in an effort to resolve the Dispute. Said meeting shall be in person or by telephone.

The Executives shall attempt in good faith for a period of at least thirty (30) days to resolve the Dispute, and shall meet as often as the parties agree to discuss the problem in an effort to resolve the Dispute without the necessity of any formal proceeding.

(ii) Formal arbitration proceedings for the resolution of a Dispute may not be commenced until the earlier of:

(A) the parties concluding in good faith that amicable resolution through the procedures set forth in subparagraph (i) hereof does not appear likely; or

(B) the expiration of the sixty (60) days immediately following the initial request to negotiate the Dispute under Paragraph 24(a)(i), without the Dispute having been resolved;


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provided, however, that neither this Paragraph 24(a)(ii), nor the initiation or conduct of formal dispute resolution under Paragraph 24(b), shall be construed to prevent a party from instituting formal proceedings under Paragraph 24(b) earlier to avoid the expiration of any applicable limitations period if the other party fails to agree in writing to toll the limitations period after being requested in writing to do so, or to preserve a superior position with respect to other creditors if a party is insolvent, or to seek temporary or preliminary injunctive relief. The commencement of a proceeding pursuant to this provision does not relieve a party from the executive consultation requirement contained in Paragraph 24(a)(i).

(b) Arbitration.

(i) If the parties are unable to resolve any Dispute as contemplated above, such Dispute shall be submitted to binding arbitration at the election of either Group or Chase (the "Disputing Party") by notice to the other. The arbitration shall be submitted to the American Arbitration Association ("AAA") to be administered in accordance with the provisions of its Commercial Arbitration Rules (including the Emergency Interim Relief Procedures, and the Procedures for Large, Complex Commercial Disputes, but only to the extent that the Procedures for Large, Complex Commercial Disputes apply).

(ii) Within fifteen (15) days after the notice of commencement of such arbitration is given, each party shall select one person to act as arbitrator. The two selected shall select a third arbitrator within ten (10) days of their appointment and the arbitrators shall render their decision by majority vote. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the AAA shall select the third arbitrator. Each arbitrator on the panel shall be knowledgeable in co-branded credit card programs similar to the Program. The place of arbitration shall be Washington D.C. The United States Arbitration Act shall govern the interpretation of, enforcement of, and proceedings pursuant to this Paragraph. The award of Special Damages (as defined in Paragraph 25) shall be limited by the terms of this Agreement. The parties shall share all costs of the arbitration (arbitrators' fees and costs) and each shall bear its own attorneys' fees and other costs. The decision of the arbitrators may include an award of damages (subject to the limitations on damages under Paragraph 25) and shall be accompanied by a reasoned opinion rendered not later than thirty (30) days after the hearing or completion of post-hearing briefing, whichever is later. Notwithstanding the foregoing, either party may apply to the arbitrators for injunctive


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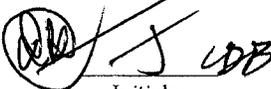
relief until the arbitration award is rendered or the dispute is otherwise resolved. Either party also may, without waiving any remedy under this Paragraph, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal or pending the arbitral tribunal's determination of the merits of the dispute. Except as may be required by Laws, Industry Rules or Governing Athletic Rules or as may be reasonably necessary in connection with enforcing the decision of the arbitrators, neither a party nor an arbitrator may disclose the existence, content or results of any arbitration under this Paragraph without the prior written consent of each party.

(iii) Any decision rendered by the arbitrators, as modified, if applicable, following one or more appeals, will be final, conclusive and binding upon the parties and may be entered and enforced in any court of competent jurisdiction.

(iv) All discussions and negotiations pursuant to this Paragraph 24 shall be confidential and shall be treated as compromise and settlement negotiations to the greatest extent permitted by applicable Laws, Industry Rules or Governing Athletic Rules under the Federal Rules of Evidence and state rules of evidence.

(b) Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAWS, EACH OF THE PARTIES HERETO KNOWINGLY AND IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

25. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY, THE UNIVERSITY, OR THEIR RESPECTIVE TRUSTEES, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR AFFILIATES, OR THEIR RESPECTIVE HEIRS OR (SUBJECT TO PARAGRAPH 20) THEIR RESPECTIVE SUCCESSORS, ASSIGNS, OR REPRESENTATIVES (COLLECTIVELY AND INDIVIDUALLY FOR PURPOSES OF THIS PARAGRAPH 25, A "PERSON") BE LIABLE TO ANY OTHER PERSON FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR ANY OTHER INDIRECT DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE AND STRICT LIABILITY) OR UNDER ANY OTHER LEGAL OR EQUITABLE PRINCIPLES WHATSOEVER, OR FOR ANY LOSS OF PROFITS OR REVENUE (COLLECTIVELY, "SPECIAL DAMAGES"), REGARDLESS OF WHETHER SUCH PERSON KNEW OR SHOULD HAVE KNOWN


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OF THE POSSIBILITY OF SUCH SPECIAL DAMAGES. THE FOREGOING LIMITATIONS, HOWEVER, SHALL NOT APPLY TO (A) CLAIMS BY ONE PERSON FOR INDEMNIFICATION BY ANOTHER PERSON RELATING TO CLAIMS FOR SPECIAL DAMAGES AND RELATED EXPENSES AGAINST THE FIRST PERSON BY -- OR LIABILITY OF THE FIRST PERSON FOR SPECIAL DAMAGES TO --- THIRD PARTIES AND RELATED EXPENSES, OR (B) CLAIMS FOR MISUSE OF THE GROUP MARKS.

26. Force Majeure. Neither party shall be liable for non-performance under this Agreement (except concerning the obligation to pay money) to the extent such performance is prevented by fire, earthquake, tornado, hurricane, flood, explosion, embargo, war, terrorism, riot, governmental regulation or act (unless constituting a breach of a representation or warranty under Paragraph 12 by the party claiming a force majeure), act of God, act of public enemy, or by reason of any other cause beyond such party's reasonable control (each a "Force Majeure Event"). A party's obligations to perform timely will be excused to the extent that and for so long as, but only to the extent that and for so long as, such performance is prevented by a Force Majeure Event. During the pendency of such Force Majeure Event, the other party shall be excused from performance of its obligations under this Agreement that are dependent upon the parallel performance of the non-performing party.

27. Audits.

(a) Reciprocal Audit Privileges. From time to time during the Term of this Agreement and for one year after expiration or termination of this Agreement upon reasonable notice by one party (the "Auditing Party") to the other party (the "Audited Party"), the Audited Party will allow Auditing Party or a third party (provided such third party agrees to be bound by the confidentiality provisions herein (i.e., Paragraph 11), or whose professional ethical obligations impose a duty on it with respect to Confidential Information comparable to the aforesaid Paragraph of this Agreement), selected by the Auditing Party to perform an audit, at times and in a manner which does not unreasonably disrupt the operations of the Audited Party nor cause the Audited Party to violate any confidentiality agreements with third parties relating to the audited information and is consistent with applicable Laws. The purpose of the audit shall be to determine whether the Audited Party is in compliance with all of its obligations contained in this Agreement. Copies of relevant documents may be made by the Auditing Party, at its expense.


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(b) Cooperation. Group and Chase each agree to use reasonable efforts to cooperate with any and all governmental regulators having jurisdiction over Group or Chase or, respecting Group, any non-governmental body having authority over Group, e.g., NCAA or Southeastern Athletic Conference, in connection with any audit or inquiry concerning Group's or Chase's compliance with, as applicable, any Laws, Industry Rules or Governing Athletic Rules relating to this Agreement or the transactions contemplated by it. A party who requests cooperation of the other party shall pay the other party's reasonable out-of-pocket expenses related to such cooperation.

28. Successors and Assigns; Third Party Rights. Subject to the provisions of Paragraph 20, the rights and obligations of the Chase and Group shall inure to the benefit of those of their successors and assigns that are permitted assignees under this Agreement and shall be binding upon their respective successors and assigns. Nothing contained in this Agreement establishes, creates or is intended to, or shall be construed to establish or create, any right in or obligation to any third party.

29. Construction. Each party and their respective counsel all participated fully in the negotiation and preparation of this Agreement. Each party agrees that any rule of construction or similar principle that provides that an ambiguity in a document shall be interpreted against the drafter thereof shall not be employed in any dispute, arbitration or litigation involving this Agreement or the transactions contemplated in this Agreement.

30. Securitization of Accounts. Chase may, at any time and from time to time, sell or otherwise convey or transfer an interest in, or pledge or create a lien in (i.e. in favor of the Federal Reserve Bank) with respect to any of the receivables associated with the Accounts pursuant to a securitization or pledge of such receivables. Nothing contained herein shall be deemed to require the prior written approval of Group in connection with any such securitization.

31. Sale of Accounts. In accordance with its then current policy(ies) that it generally applies to its Card programs, Chase may, at any time and from time to time, without prior approval, sell any Accounts wherein the Cardmember is deceased, has declared bankruptcy, or the Account is delinquent or has been charged-off.


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32. Governing Law. Intentionally Omitted.

33. Survival. The following paragraphs shall survive the termination or expiration of the Term of this Agreement: 2, 5(e) regarding Chase's obligation regarding post-termination rewards redemptions, 7, 9(a), 11, 13, 17(e), 18, 19, 22, 23, 24, 25, 27, 28, 29, 33, Schedule 7(a), and all other Paragraphs of this Agreement, its Exhibits and Schedules, which, by their terms, survive termination or expiration of the Term.

[SIGNATURE PAGE FOLLOWS]


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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

GROUP:

**UNIVERSITY OF FLORIDA
ALUMNI ASSOCIATION, INC.**

By: *Leslie D. Bram*
Name: *Leslie D. Bram*
Title: *Assoc. VP*
Date: *12/20/07*
Hereunto duly authorized

**THE UNIVERSITY ATHLETIC
ASSOCIATION, INC.**

By: *[Signature]*
Name: *Deany A. Foley*
Title: *Athletic Director*
Date: *12/20/07*
Hereunto duly authorized

CHASE:

CHASE BANK USA, N.A.

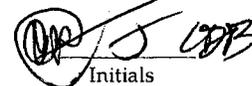
By: *Heath Philp*
Name: *Heath Philp*
Title: *General Mgr*
Date: *12-21-07*
Hereunto duly authorized

HP
[Signature] *UDB*
Initials

EXHIBIT A

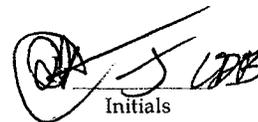
DEFINITIONS

Definition	Paragraph Reference
AAA	Paragraph 24(b)(i)
Account	Exhibit A, Paragraph (a)
Account Royalty	Schedule 7(a), Paragraph 1(a)
Act	Paragraph 11(j)
Activated	Exhibit A, Paragraph (b)
Active Account	Schedule 7(a), Paragraph 1(b)
Affiliate	Exhibit A, Paragraph (c)
Agreement	Preamble
Audited Party	Paragraph 27(a)
Auditing Party	Paragraph 27(a)
Business Opportunities	Paragraph 15
Card	Paragraph 2(a)
Cardmember(s)	Exhibit A, Paragraph (d)
Chase	Preamble
Chase Indemnitees	Paragraph 13(a)
Claims	Paragraph 13(a)
Confidential Information	Paragraph 11(b)
Credit Card(s)	Exhibit A, Paragraph (e)
Current	Paragraph 17(d)
Default Notice	Paragraph 17(a)
Disclosing Party	Paragraph 11(b)
Dispute	Paragraph 24(a)
Disputing Party	Paragraph 24(b)(i)
Effective Date	Preamble
Enhancement Products	Paragraph 4(e)
Executives	Paragraph 24(a)(i)
File Standards	Paragraph 9(b)
First Number	Paragraph 17(e)(vii)
Force Majeure Event	Paragraph 26
FUSA	Preamble
Future	Paragraph 17(d)
Governing Athletic Rules	Exhibit A, Paragraph (f)



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Group	Preamble
Group Account Royalty	Schedule 7(a), Paragraph 2
Group Indemnitees	Paragraph 13(b)
Group Marks	Paragraph 1(a)
Group Members	Exhibit A, Paragraph (g)
Group Retained Compliance Liability	Paragraph 5(b)
Guarantee	Schedule 7(a), Paragraph 4
Guarantee Material Default	Paragraph 17(f)(vii)
Industry Rules	Exhibit A, Paragraph (i)
Initial Term	Paragraph 16
Laws	Exhibit A, Paragraph (i)
List(s)	Paragraph 3(a)
Mailable Group Members	Exhibit A, Paragraph (j)
Marketing Materials	Paragraph 4(c)
Marketing Plan	Paragraph 5(a)(ii)
Net Retail Sales	Schedule 7(a), Paragraph 3
Opted Out	Exhibit A, Paragraph (k)
Original Agreement	Recitals
Person	Paragraph 25
Premiums	Paragraph 4(c)
Privacy Regulation	Paragraph 11(b)
Program	Exhibit A, Paragraph (l)
Program Elements	Paragraph 5(f)
Promotional Agreement	Recitals
Promotional Payment	Exhibit A, Paragraph (m)
Receiving Party	Paragraph 11(b)
Renewal Royalty	Schedule 7(a), Paragraph 1(b)
Royalties	Paragraph 7(a)
Sales Royalty	Schedule 7(a), Paragraph 3
Second Number	Paragraph 17(e)(vii)
Special Damages	Paragraph 25
Term	Paragraph 16
Trigger Date	Schedule 7(a), Paragraph 4
UAA	Preamble
UFAA	Preamble
University	Paragraph 1(a)


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As used in this Agreement, the following terms have the meanings attributed to them below:

(a) "Account" means the accounts corresponding to and accessed by "Credit Cards" that are issued to Cardmembers and are opened upon such issuance.

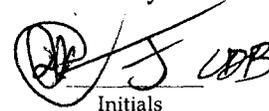
(b) "Activated" in reference to an Account means when the Account's corresponding Credit Card has been used to make a purchase of goods or services, to obtain a cash advance, or to purchase a cash equivalent.

(c) "Affiliate" means, in reference to Chase, any entity that owns and controls Chase, any entity that Chase owns and controls, and any entity that is owned and controlled by the same entity that owns and controls Chase. "Affiliate" means, in reference to Group or the "University," any entity that controls UAA, UFAA or the University, any entity that is controlled by UAA, UFAA or University, and any entity that is controlled by the same entity that controls UAA, UFAA, or University.

(d) "Cardmembers" means Group Members to whom Chase, or (without derogating from Paragraph 11(b) or 20) its Affiliates or assignees offer to issue Credit Cards under the terms and conditions of this Agreement (including without limitation Paragraph 6), which offerees do not reject such offer, and for whom Credit Cards are issued and corresponding Accounts are opened during the Term, in accordance with Paragraph 6 of this Agreement.

(e) "Credit Cards" means general purpose consumer credit cards branded with the Group Marks that Chase or (without derogating from Paragraph 11(b) or 20) a Chase Affiliate or assignee, in conjunction with a national payment network association, issues or makes available to Group Members in accordance with the terms of this Agreement.

(f) "Governing Athletic Rules" shall mean any and all legislation, rules, regulations, directives, written policies, by-laws, orders, constitutions and contractual provisions, and any and all official or authoritative interpretations thereof, and decisions thereunder, and any and all amendments, supplements, and modifications thereto, of (and/or agreed to by the University, UAA) the NCAA, the Southeastern Athletic Conference or other conference or association in which UAA and/or University may become a member, and any voluntary or legal successor of any of them, that, at the


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applicable time, are binding on, apply to, are issued by, and/or govern any or all of the athletic programs of the University and/or UAA.

(g) "Group Members" means the alumni, faculty, staff, donors, fans, season ticket holders for major sports (i.e. football and basketball) and friends of the University of Florida (whether a natural individual or an entity) who are included on any List of Mailable Group Members, as well as other individuals and entities who, although they are not included on any List and may or may not be the target of marketing under this Agreement, may have an interest in, apply for, and/or receive any Credit Cards under the Program.

(h) "Industry Rules" means any generally applicable operating rules and regulations of Visa USA, Inc., MasterCard International Inc., and any other payment network association that are in effect, amended, and/or supplement from time to time and at the relevant time in connection with (and as any or all such requirements are applicable to) the Program

(i) "Laws" means any and all current and future federal, state and local constitutions, laws, ordinances, bylaws, regulations, court and administrative orders and decisions, and other governmental policies and requirements, and any and all current and future rules, regulations, bylaws and other policies and requirements of any current or future separate public authority with jurisdiction over Group and/or the University, excluding Industry Rules and Governing Athletic Rules (as any or all such requirements are in effect, and as they may be amended and/or supplemented, from time to time and at the relevant time, in connection with, and as any or all such requirements are applicable to, any obligation and/or covenant under this Agreement).

(j) "Mailable Group Members" means the Group Members of whom Group maintains records, who have residential addresses in the United States, are 18 years old or older, are not students of the University of Florida at the time a List is compiled, and have not Opted Out.

(k) "Opted Out" means that an individual or entity has notified Group or the University of such individual's or entity's election to opt-out of having the individual's or entity's name or contact information provided to third parties or has notified Group or the University of the individual's or entity's election to be placed in "do-not-solicit" or "do-not-call" status; provided, however, that the mere fact that an individual or


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entity is on the National Do Not Call Registry does not mean that the individual or entity has notified Group or the University that s/he or it has Opted-Out (and it shall be Chase's obligation to check Lists against the Do Not Call Registry).

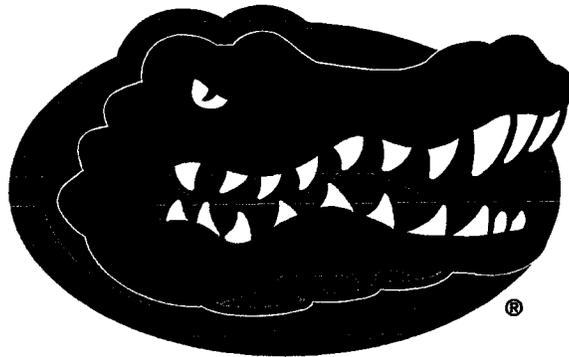
(l) "Program" means the marketing, issuance and servicing of Credit Cards and, subject to the terms and conditions of Paragraph 4(e), Enhancement Products, to, and the opening and maintaining of corresponding Accounts for, Group Members under the terms and conditions of this Agreement by Chase and (without derogating from Paragraph 11(b) or 20) its Affiliates and assignees in conjunction with a national payment network association, during the Term and the administration thereof and to the extent that Group elects, at its option, to engage in any marketing activities under this Agreement or the Promotional Agreement for which, in either case, it may earn a Group Account Supplementary Royalty, or, if, and to the extent that, Group is subject to Laws or Industry Rules governing the Program in connection with Group's performance of its obligations under this Agreement and the Promotional Agreement, the "Program" shall include Group's marketing of the Credit Cards and performance of its obligations hereunder and under the Promotional Agreement.

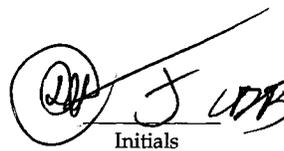
(m) "Promotional Payment" means the \$1,837,000.00 paid to Group under the Promotional Agreement in consideration for the promotional access granted Chase thereunder.


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SCHEDULE 2(a)

LICENSED MARKS



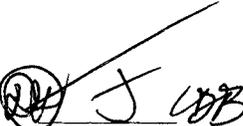
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SCHEDULE 2(a)

LICENSED MARKS (continued)

Gators®

GATORS®

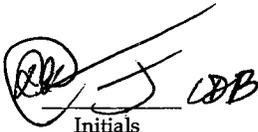

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SCHEDULE 2(a)

LICENSED MARKS (continued)

FLORIDA

**UF | UNIVERSITY of
FLORIDA**
The Foundation for The Gator Nation


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SCHEDULE 4(a)

ELEMENTS OF MARKETING PLAN

- I. Program Objectives (for both Parties)

- II. Year 1 Marketing Plan Outline
 - A. Quantitative Objectives
 - B. Target Audience(s)
 - C. Product
 - D. Communications (Program Advertising)
 - E. Acquisition
 - 1. Strategy
 - 2. New Account Totals By channel
 - 3. Chase Channels (Direct Mail)
 - 4. Group Channels (website, email)
 - F. Promotion
 - G. Activation & Usage (to include activation and usage programs, including creating and distributing offline materials)
 - H. Program Management Reporting and Calendar

- III. Marketing Plan Process
 - A. Responsibilities
 - B. Timeline


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EXHIBIT 4(f)

Chase agrees that it will keep service performance for the Cardmembers at or above the then current service levels that Chase maintains for its other affinity card programs. The current service standards, as they may be modified from time to time, subject to Paragraph 4(f), are set forth below.

Key Performance	Performance Requirement/Goal
Average Speed of calls answered	Customers: 80% in 20 seconds
Abandoned call rate	Abandoned calls after 20 seconds less than or equal to 3%
Application approval turnaround	80% decisioned or returned as incomplete within 10 business days
Card replacement turnaround time	95% within 7 business days
Cardholder/inquiry turnaround time (paper/email)	Paper: 80% resolved within 7 business days Email: 99% acknowledged in 1 business day, 95% responded to in 2 business days
Turnaround on initial card fulfillment	From approval of an application a new card will be issued within 7 business days of 95% of all new accounts
Dispute resolution	90% resolved in 30 business days
Payment processing for payments submitted through the mail or through the program website	95% of conforming payments processed and posted within 1 business day 99.75% of conforming payments processed and posted within 2 business days
Statement production	95% mail rate within 3 business days after billing cycle close date



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SCHEDULE 7(a)

ROYALTIES and GUARANTEE

At the times required under Paragraph 7 of the Agreement, Chase agrees to pay to Group the following Royalties in connection with all Accounts and their associated Credit Cards under the Program (which includes for purposes of this Schedule 7(a) and Paragraph 7 of the Agreement, Accounts opened under the Original Agreement as well as those opened under this new Agreement), and the following Guarantee.

1. Account/Renewal Royalty.

(a) Chase shall pay to Group a one-time \$1.00 fee for each Account that is approved by Chase, opened and Activated under the Program, excluding however, Accounts that are closed in the same calendar month as opened ("Account Royalty").

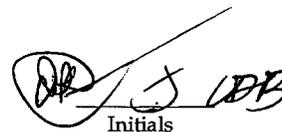
(b) In addition, Chase shall pay Group \$3.00 for each Active Account on each annual anniversary date of the Account ("Renewal Royalty"), unless such Account has been canceled prior to such anniversary date. For the purposes of this Agreement, "Active Account" shall mean that a statement has been issued for the Account within the six (6) months preceding the relevant anniversary date of the Account.

2. Group Account Royalty. Chase shall pay Group a one-time \$85 fee for each Account approved by Chase pursuant to the Program which is opened and Activated and for which the application was generated by any of the following marketing channels required to be provided by Group to Chase under the Promotional Agreement: any Website (as defined in the Promotional Agreement); an advertisement of the Program in the University of Florida Alumni Magazine; take-one or buck slips in UFAA membership packages; or UAA or UFAA email or newsletters ("Group Account Royalty"). Provided however, the Group Account Royalty shall be reduced to \$65.00 for each such Account opened by a person who identifies him or herself as a student when he or she opens the Account. No Account Royalty shall be owed for an Account for which the Group Account Royalty is paid. All reasonable direct expenses incurred by Chase in developing marketing materials supplied by Chase to Group (as such materials are agreed upon by the parties under the Marketing Plan, as defined in


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Paragraph 5(a)(ii) for distribution by Group through the above-described marketing channels which are allocable to a particular channel(s) may, at Chase's option, be deducted from the Group Account Royalties earned by Group through such channel(s). The Marketing Plan, as defined in Paragraph 5(a)(ii) of this Agreement will establish the Marketing Plan for the Program and, without limitation of the foregoing, govern the Group's provision of the marketing channels described above. If Group utilizes promotional materials not provided by Chase (other than take-one applications which are to be provided by Chase at Group's expense for printing costs) when providing the marketing channels described above, Group shall obtain Chase's approval therefore. To obtain Chase's approval Group shall provide the proposed promotional materials to Chase and Chase shall review and approve the promotional materials for accuracy, consistency with the Marketing Plan and compliance with Laws and Industry Rules. Chase will respond to Group's request for review and approval within seven (7) business days following Chase's receipt of any such request that includes complete copies and information relevant to the request. Any Credit Card applications used for any communication must be supplied to the Group by Chase.

3. Sales Royalty. Chase shall also pay Group five tenths of one percent (0.50%) of the Net Retail Sales during the immediately preceding calendar quarter (or portion thereof during the Term) for each Account originated pursuant to the Program (the "Sales Royalty"), provided however, the Sales Royalty shall be reduced to four tenths of one percent (0.40%) of the Net Retail Sales originating from Accounts opened by Group Members identifying themselves as students when he or she opens the Account. Provided, however, if the parties mutually agree upon a Rewards Program to be associated with the Credit Card, the Sales Royalty shall be reduced to fifteen one hundredths of one percent (0.15%) of Net Retail Sales on any Account associated with the Rewards Program. For purposes hereof, "Net Retail Sales" means the aggregate amount of individual purchases posted to each Account for the relevant calendar quarter (or partial calendar quarter, as applicable) less the aggregate amount of all refunds to such Account for the same period, such as credits for returned merchandise or disputed billing items. Net Retail Sales shall not include (i) those amounts representing annual fees, finance charges and other bank fees or charges posted to an Account (such fees to include, but not be limited to, late fees, return check fees, overlimit fees, credit insurance premiums, cash advance fees, collection costs and administrative fees) or (ii) balance transfers, convenience checks, cash advances and transactions fees related to the foregoing transactions.



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Where a Sales Royalty is to be paid on the basis of Net Retail Sales during a partial calendar quarter, the calculation shall be made at the end of the calendar quarter even though that quarter extends beyond the Term of the Agreement. The amount of the Sales Royalty so calculated shall then be prorated on the basis of the number of days of the relevant calendar quarter that is included in the Term; and the prorated amount shall be paid to Group within sixty (60) days after the end of the relevant calendar quarter (even though it is after the end of the Term).

4. Guarantee. During the Initial Term, Chase shall pay to Group a payment in the sum of \$8,373,000.00 (the "Guarantee"). All amounts earned by Group pursuant to Paragraphs 1 and 3 of this Schedule 7(a) above and any Group Account Royalty generated through any Website shall be offset against the sum of the Guarantee plus the Promotional Payment meaning that, notwithstanding the provisions of Paragraphs 1, 2, and 3, no amounts will be paid under Paragraphs 1 and/or 3 and, with respect to, but only with respect to, any Group Account Royalty generated through any Website under Paragraph 2, unless and until such amounts total \$10,210,000. The Guarantee shall be paid to Group within five (5) business days after Group both executes this Agreement and, pursuant to Paragraph 3(a) of this Agreement, delivers to Chase the first List containing a minimum of 386,640 Mailable Group Members (or such fewer Mailable Group Members comprising a targeted population within the List as is requested by Chase), provided that Group delivers the first List within thirty (30) days after executing this Agreement. If Group timely delivers the List but, due to any duplicate names or other irregularities, the List does not contain the minimum number of Mailable Group Members or certain other required information, Chase shall notify Group of the deficiency and Group shall have thirty (30) days after Chase's notice to cure the deficiency by providing a revised List to Chase. If Group timely cures any such deficiency, Chase shall pay the Guarantee within five (5) business days after receiving the revised List and there shall be no Guarantee Material Default.

In the event that at any time after the delivery of the first List pursuant to Paragraph 3(a) of the Agreement, Group fails to deliver any List to Chase when due pursuant to Paragraph 3(a), Group shall remit promptly to Chase \$25,000 for Group's failure to timely deliver the List on that occasion. At such time during the Term (the "Trigger Date") as the actual sum of all earnings by Group pursuant to Paragraphs 1 and 3, and when applicable, Paragraph 2, of this Schedule 7(a) exceed the Guarantee, Chase shall commence and continue thereafter to make the payments to Group that are required


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under said Paragraphs 1, 2 and/or 3 for all amounts earned on and after the Trigger Date.

5. Payment Method. Chase shall make each payment required by this Schedule 7(a) and Paragraph 7 of the Agreement in immediately available U.S. dollars, wired for receipt on or before the due date for the relevant payment, in accordance with the following wiring instructions:

The Northern Trust Company
Attn: Master Trust Cash Processing
50 South LaSalle Street
Chicago, IL 60675

ABA# 07 1000 152
Account # 5186061000

For Further Credit to: 26-10358 University of Florida Foundation Reference: Chase Agreement
Chase shall notify Janet White at 352-392-5920 or investments@uff.ufl.edu prior to initiating the wire.


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SCHEDULE 11(c)(i)

INFORMATION SECURITY STANDARDS

Group will not receive Non-public Personal Information under the Agreement.

Objective	Requirements
<p>1. Protect and ensure secure treatment of Non-public Personal Information</p>	<p>Partner will:</p> <ol style="list-style-type: none"> 1) Adhere to a written and comprehensive security policy and management framework for handling Non-public Personal Information that addresses information security, including procedures for information processing, information storage, media handling, computer operations, change control, virus detection, incident response, and disaster recovery. 2) Only disclose Non-public Personal Information to third parties with Chase’s written consent and return or certify the destruction of all Non-public Personal Information when it is no longer needed to provide goods or services to Chase. 3) Cause all information systems containing Non-public Personal Information to display logon banners that alert any user, whether authorized or not, of the presence of Non-public Personal Information. 4) Label all media that contains Non-public Personal Information with a generic name that does not allow a reader to infer Non-public Personal Information is contained on that media. 5) Use an approved encryption method (e.g., 128-bit encryption) using American National Standards Institute (ANSI) standards, at a minimum, for transmitting the following Chase customer information, name, street address, social security number, date of birth, credit card number. 6) Update security patches and operating systems to optimize processing or storing Non-public Personal Information.
<p>2. Control access to Non-public Personal Information</p>	<p>Partner will:</p> <ol style="list-style-type: none"> 1) Permit access to Non-public Personal Information only by personnel who have a “need to know” under the terms of the Agreement and limit remote access to those personnel in accordance with a written two factor authentication policy. 2) Ensure that user access devices displaying Non-public Personal Information will display a blank screen or screen saver after 15 minutes of inactivity and require a password to re-display Non-public Personal Information. 3) Uniquely identify each user with access to Non-public Personal Information and ensure that no person’s identification or authentication information is used to originate simultaneous processes from multiple physical locations. 4) Disable and purge from the system any user identification capable of accessing Non-public Personal Information that has been inactive for 90 days. 5) Enforce a mutually agreed upon password policy with respect to systems containing any Non-public Personal Information that contains the following minimum standards: <ol style="list-style-type: none"> a) Users must have unique password, which are not the same as the user ID, and must


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	<p>not disclose or share passwords.</p> <ul style="list-style-type: none"> b) Users must not document passwords in any readily perceivable manner. c) Newly issued passwords must expire on the first use and subsequent passwords must expire after 90 days. d) The system's password file must be encrypted in a one-way encrypted state (e.g., non reversible). Any user shall never view actual passwords. e) Passwords must have a minimum length of 8 digits and must be distinctive (e.g., contain both alpha and numeric or symbolic characters). f) The system must prevent re-use of recently used passwords (i.e., within the last one year). g) The authentication system must lock out users after 5 unsuccessful attempts to enter a password and require a reset after user authentication. <p>6) Maintain appropriate barriers between un-trusted networks such as the Internet and systems containing Non-public Personal Information, including by:</p> <ul style="list-style-type: none"> a) Installing, configuring and monitoring system configuration, firewall (intrusion prevention) and intrusion detection software protecting systems where Non-public Personal Information is stored or processed. b) Maintaining a written network diagram showing all equipment, tools and media where Non-public Personal Information is processed or stored. c) Adhere to a comprehensive policy and procedure to audit logs of all monitoring tools and to resolve any unauthorized access attempts.
<p>3. Ensure physical security of facilities where Non-public Personal Information is stored</p>	<p>Partner will:</p> <ul style="list-style-type: none"> 1) Maintain the appropriate number of layers of physical security between unauthorized people and systems, which store or process Non-public Personal Information (e.g., for most purposes, the appropriate number of layers will be three). 2) Maintain at least one monitoring layer.
<p>4. Protect and ensure secure treatment of Chase systems</p>	<p>If Partner accesses Chase owned systems to perform its obligations under the Agreement, Chase's Information Security Standards will apply. See System Access Terms for more detail.</p>
<p>5. Provide enhanced security when required</p>	<p>If appropriate based on the risk to Chase or regulatory requirements, Chase may require stricter security practices than those described in these Information Security Standards.</p>
<p>6. Ensure certification of the standard</p>	<p>Partner will:</p> <ul style="list-style-type: none"> 1) On or before execution and delivery of this Agreement and annually thereafter during the term of this Agreement, deliver the following to Chase: If available, provide a report by an independent third party audit firm that describes Partner's control policies and procedures including a statement on the operating effectiveness of those policies and procedures. Alternatively, a Type II SAS 70 Report, as described in the then-current Statement of Auditing Standard 70 of the American Institute of Certified Public Accountants, may be provided unless otherwise specified by Chase, within 60 days after receiving such a report. 2) Allow Chase, at its own expense, to perform a full security review and cooperate in a timely and reasonable manner with all related requests for information


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<p>7. Ensure ongoing compliance to the standard</p>	<p>Partner will:</p> <ol style="list-style-type: none"> 1) During the term of this Agreement, at all times substantially comply with all ISO/IEC 17799 (Code of Practice for Information Security Management) Control Policies then in effect (a) that are applicable to Partner's obligations under this Agreement and (b) of which Partner is informed. 2) If (as a result of an on-site review performed by Chase or its agent) Chase determines that Partner is not complying with such Control Policies as required by this exhibit, at its own expense, take steps specified by Chase to correct such non-compliance within a time period to be determined by Chase. If the parties, despite good faith efforts, are unable to modify or be in compliance within a agreed upon reasonable time period, then Chase shall be permitted to charge to Partner Chase's reasonable expenses incurred in establishing an alternative arrangement for the performance of Partner's obligations hereunder.
<p>8. Breach Notification</p>	<p>Partner will:</p> <ol style="list-style-type: none"> 1) Immediately notify Chase of any actual or reasonably suspected security breaches or unauthorized access to Chase customer data. 2) Cooperate fully with Chase to investigate any such breach or unauthorized access.

These Information Security Standards are not intended to be complete or comprehensive and do not limit Partner's obligations under the Agreement or applicable law. These Information Security Standards do not limit the scope of an audit or review by Chase, and compliance with these Information Security Standards is necessary but may not be sufficient to protect Non-public Personal Information. A breach of these Information Security Standards will be a material breach of the Agreement unless Partner can demonstrate why the recommended practice is not required in order to conform to the confidentiality and privacy provisions of the Agreement. Nothing in these Information Security Standards will create any rights in Partner or impose any liability on Chase, by contract, reliance or otherwise. Partner will pay any costs of compliance with these Information Security Standards without additional charge under Partner's contract with Chase.


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**THE CHASE BANK USA, N.A.
GIFT AGREEMENT**

This Agreement is between Chase Bank USA, N.A. (Donor) and the University of Florida Foundation, Inc., located in Gainesville, Florida (Foundation), on behalf and for the benefit of the University of Florida (University).

1. PLEDGE

The Donor, in consideration of its abiding interest in the University, pledges to the Foundation the amount of \$2,000,001. This gift, together with any other properties which may later be brought within the operation of this Agreement (Gift), will be held by the Foundation in accordance with this Agreement.

2. NAME OF THE FUND

In grateful recognition of the Donor's generosity and in reliance upon this Agreement, the Foundation agrees to establish an endowment fund to be known as "**THE CHASE BANK USA EXCELLENCE FUND**" (Fund).

3. PURPOSE

The Gift shall be used to create an endowment known as "The Chase Bank USA Excellence Fund." The spendable income of the Fund shall be used, in the discretion of the University President, to support students, faculty, teaching, research and/or academic programs.

4. SCHEDULE AND FORM OF CONTRIBUTIONS

The Donor will make a gift of \$400,001 on or before December 31, 2007 and shall make subsequent gifts of \$400,000 each on or before December 31, 2008, December 31, 2009, December 31, 2010 and December 31, 2011, respectively.



5. STATE OF FLORIDA MATCH

The Foundation will apply for State matching funds from the State of Florida Trust Fund for Major Gifts upon receipt of the entire Gift, if such matching funds are then available. It is the Donor's specific wish that the Foundation apply for any other matching funds from whatever source which may be available as a result of this Gift.

6. ADMINISTRATION

The Foundation will establish and manage the Fund in accordance with the prevailing management and investment policies of the Foundation and use the Gift to support the purpose(s) outlined in Section 3. The President of the University will be the initial administrator of the Fund.

7. RECOGNITION

The Donor requires that its identity as Donor remain confidential and the Donor's contribution shall not be noted in future University and College publications, press releases or specific articles. Furthermore, the Donor wishes that all other information regarding its gift will be and remain confidential.

8. FOUNDATION QUALIFICATION

By letter dated May 16, 1979, the Internal Revenue Service has declared the University of Florida Foundation, Inc. (federal tax identification number 59-0974739) to be a duly qualified charitable organization under section 501(c)(3) and also an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code and not a private foundation under such provisions in section 509(a). The Foundation is currently listed as such a qualifying organization in IRS publication 78. Additionally, the Foundation is certified by the Florida Board of Education as a Direct Support Organization for the University of Florida under Florida Statutes Section 1004.28 and is a duly chartered active Florida corporation not for profit.

This Agreement will be construed in accordance with, and the administration of the properties held in the Fund will be determined by, the laws of the State of Florida, irrespective of the domicile of the Donor or of the situs of any property held under this Agreement.

CHASE BANK USA, N.A.
GIFT AGREEMENT



CONFIDENTIAL DOCUMENT _____

An officer of the Donor, an officer of the University, and an officer of the Foundation have executed this Agreement on the date indicated below:

CHASE BANK USA, N.A.

By: Heather Philip
Name: Heather Philip
Title: General Manager

12-21-07
Date

THE UNIVERSITY OF FLORIDA

By: J. Bernard Machen
J. Bernard Machen
President

12.3.07
Date

THE UNIVERSITY OF FLORIDA FOUNDATION, INC.

By: Paul A. Robell
Paul A. Robell
Executive Vice President

12-5-07
Date

Copy 1 of 2 copies

CONFIDENTIAL

PROMOTIONAL AGREEMENT

By and Between

**UNIVERSITY OF FLORIDA
ALUMNI ASSOCIATION, INC.**

and

**THE UNIVERSITY ATHLETIC ASSOCIATION, INC.
(GROUP)**

and

CHASE BANK USA, N.A.


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CONFIDENTIAL

PROMOTIONAL AGREEMENT

THIS PROMOTIONAL AGREEMENT ("Agreement"), is made as of the 2nd day of July, 2007 ("Effective Date"), by and between THE UNIVERSITY ATHLETIC ASSOCIATION, INC. ("UAA"), a tax-exempt corporation organized under the laws of the state of Florida, having principal offices at the University of Florida Athletic Department, Ben Hill Griffin Stadium, P.O. Box 14485, Gainesville, FL 32604-2425 and UNIVERSITY OF FLORIDA ALUMNI ASSOCIATION, INC. ("UFAA"), a tax-exempt organization organized under the laws of the state of Florida, having its principal offices at 1938 West University Ave. Gainesville, FL 32603-2425 (UFAA and UAA being collectively the "Group") and CHASE BANK USA, N.A., a national banking association, having offices at Three Christina Centre, 201 North Walnut Street, Wilmington, Delaware 19801 (formerly known as Bank One, Delaware, N.A. and First USA Bank, N.A. ("FUSA") (collectively, "Chase"). The "parties" are the Group and Chase. The Group or Chase is a "party" as the context provides.

RECITALS

WHEREAS, Chases desires Group to provide, and Group desires to provide Chase, certain promotional opportunities for an affinity credit card program under a certain "Bankcard Licensing Agreement" dated as of July 2, 2007 among the parties upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Defined Terms. All capitalized terms used herein or in any Exhibit to this Agreement but not otherwise defined herein shall have the meaning ascribed thereto in the Bankcard Licensing Agreement.

2. Group Promotional Opportunities. During the Term, Group or its Affiliates shall provide Chase with the promotional opportunities described on Exhibit A, attached hereto and incorporated herein by reference.

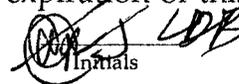

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3. Consideration for Promotional Opportunities. During the Term of this Agreement, in consideration for the promotional opportunities provided under Exhibit A, Chase agrees to pay Group the amounts set forth in Exhibit A at the times set forth on Exhibit A.

4. License to Use Marks.

(a) License to Group. During the Term of this Agreement, Chase does hereby grant a non-exclusive license to Group and its Affiliates to use the respective name, trademarks, servicemarks, copyrights, logo(s), mascots, designs, artwork and other related proprietary images of Chase that are set forth in Exhibit B (attached to and incorporated in this Agreement) in the United States and Canada (i) as they now exist or as they may be revised or modified during the Term hereof and (ii) any new marks developed or acquired by Chase after the Effective Date hereof which are available for licensing by Chase to Group (collectively, the "Chase Marks") only in connection with the Program and under the terms and conditions of this Agreement. In the event of any unauthorized or illegal use of the Chase Marks by third parties, Chase shall cooperate with Group in causing such unauthorized or illegal use to stop, subject to Paragraph 4(c). Except for providing the promotional opportunities set forth in Exhibit A, Group shall not be required to pay or provide any additional consideration to Chase in connection with Group's and its Affiliates' use of the Chase Marks during the Term as permitted under this Agreement. Group shall comply with the standards established from time to time by Chase with respect to the form of the Chase Marks and their usage. In the event of any change in Chase Marks, if Chase requires the use of any new Chase Marks in the Program by Group, Chase shall bear, and promptly reimburse Group for, any additional reasonable expenses incurred by Group in connection with the use of the altered Chase Marks mutually agreed upon by Chase and Group, except, however, Chase shall not be required to reimburse Group for such expenses if: (i) Chase provides Group with at least 120 days advance notice of such pending change; and (ii) Chase permits Group to exhaust any inventories of promotional materials, including Marketing Materials, with respect to the Program, existing as of the date of Chase's giving notice of the change to Group.

(b) Ownership of Marks. Without derogating from the licenses granted above, Chase is and shall remain the owner of all rights in and to the Chase Marks. Any and all rights to the Chase Marks not herein specifically granted and licensed are reserved by Chase. Upon the termination or expiration of this Agreement,


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all rights conveyed hereunder with respect to the use of the Chase Marks shall cease, and Group shall have no further right to use the Chase Marks for any purpose.

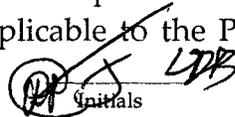
(c) Unauthorized Use of Marks. Each party agrees that any unauthorized use of the Chase Marks by or through Group, or facilitated or caused by Group or through Group, is a breach of this Agreement and Group, at its sole expense, shall take appropriate action to cause the unauthorized or illegal use to stop. Group's use of the Chase Marks as permitted under this Agreement in providing the promotional opportunities under Exhibit A shall not alone constitute the facilitation or cause of a misuse of the Chase Marks by any third party. Any unauthorized use of the Chase Marks will cause immediate and irreparable harm to the valuable reputation and names of Chase (and to any other licensee or sublicensee of the Chase Marks or of any of them) for which money damages cannot constitute an adequate remedy. Consequently, Group agrees that, in addition to any other remedies Chase may have, Chase, subject to the discretion of a court or arbitrator of competent jurisdiction, shall have the right to injunctive relief for any violation of the license to use of the Chase Marks, and Group shall not oppose Chase's request for injunctive relief. This provision shall not restrict Group from asserting that no violation of the license occurred and no relief, of any kind, is warranted.

5. Program Compliance With Laws, Industry Rules and Governing Athletic Rules/Parties' Roles.

(a) Program Compliance with Laws and Industry Rules. Notwithstanding any other provision of this Agreement or any review or approval by Group, Chase shall ensure that all aspects and materials of the Program and the Program's conduct, including, without limitation, the promotional access under Exhibit A, comply with applicable Laws and Industry Rules and Group shall not have responsibility for any such compliance subject to the following two exceptions (the two exceptions being the "Group Retained Compliance Liability"):

(i) Group shall have responsibility for ensuring Group's compliance with the policies of Group and its Affiliates and with applicable Laws relating to Group's tax liabilities.

(ii) Group shall implement and follow any reasonable process, procedure or step communicated by Chase to Group with respect to the Program to ensure compliance with any Laws or Industry Rules applicable to the Program or its

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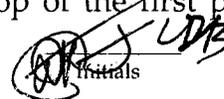
conduct. If Group fails to implement or follow any such process, procedure or step, then Group shall be responsible for its own failure to comply in that particular instance. Any violation of Laws or Industry Rules governing the Program by Group shall not constitute a breach of this Agreement by Group, if Group has implemented and followed the process, procedure and/or step communicated by Chase or Chase has failed to communicate the same to Group.

(b) Program Compliance with Governing Athletic Rules. Chase shall implement and follow any reasonable process, procedure or step communicated by Group to Chase with respect to the Program to ensure compliance with any Governing Athletic Rules applicable to the Program or its conduct. If Chase fails to implement or follow any such process, procedure or step, then Chase shall be responsible for its own failure to comply in that particular instance. Any violation of Governing Athletic Rules applicable to the Program by Chase shall not constitute a breach of this Agreement by Chase, if Chase has implemented and followed the process, procedure and/or step communicated by Group or Group has failed to communicate the same to Chase.

6. Relationship. Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, joint venture, partnership or fiduciary relationship between the parties, and neither party shall have the right or authority to incur debts or obligations, bind, contract or otherwise act for or on behalf of the other party. The parties are independent contractors of one another.

7. Confidentiality/Safeguarding Data.

(a) General Confidentiality. The parties acknowledge and agree that the terms of this Agreement and all confidential information (as more specifically addressed below) provided to or in connection with either party's performance under this Agreement shall be considered "Confidential Promotion Information" and except as otherwise provided in this Agreement, shall not be disclosed to any third party (other than its Affiliates and agents with a need to know and in compliance with Paragraph 7(b)) by the party receiving Confidential Promotion Information ("Receiving Party") without the prior written consent of the party providing the Confidential Promotion Information ("Disclosing Party"). "Confidential Promotion Information" means any one or more of the following information provided by the Disclosing Party to the Receiving Party during the Term, except as otherwise specifically provided in this Agreement: (i) terms of this Agreement; (ii) any reports referenced in Exhibit A (provided they are marked "CONFIDENTIAL" at the top of the first page); and (iii)

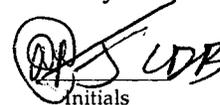
Handwritten initials and signature, possibly "LDB", with the word "Initials" written below.

Chase's or Group's business objectives, programming techniques, strategies, targeting methods, and technical, developmental, cost and processing information and any other proprietary information, provided such disclosures, if in writing, are marked "CONFIDENTIAL" at the top of the first page.

The obligations with respect to Confidential Promotion Information shall not apply to Confidential Promotion Information (other than any Confidential Promotion Information previously provided under an obligation of confidentiality) that either party as Receiving Party or its personnel already know at the time it is disclosed as shown by their written records; is publicly known without breach of this Agreement or is disclosed with prior written consent of the Disclosing Party; either party as Receiving Party received from a third party authorized to disclose it without restriction; either party as Receiving Party, its agents or subcontractors, developed independently without use of Confidential Promotion Information. In addition, if either party is required by Laws, Industry Rules or Governing Athletic Rules to disclose Confidential Promotion Information, the party may do so, provided that if possible under Laws, Industry Rules or Governing Athletic Rules, the party must give prompt notice to the other party to allow them to first seek a protective order.

(b) Use of Confidential Promotion Information. The Receiving Party shall use Confidential Promotion Information only for the purpose of performing or enforcing, or as permitted by, the terms of this Agreement or to comply with Laws, Industry Rules or Governing Athletic Rules and shall not accumulate in any way or make use of Confidential Promotion Information for any other purpose. Each party shall ensure that only its employees, authorized agents, and subcontractors who need to know Confidential Promotion Information to perform or enforce this Agreement will receive Confidential Promotion Information and that such persons agree to be bound by the provisions of this Paragraph 7 and maintain the Confidential Promotion Information they receive hereunder as confidential. In the case of enforcement of this Agreement, the enforcing party shall take reasonable action to limit the disclosure of the terms and shall seek to obtain a protective order reasonably acceptable to the other party for this purpose.

(c) Loss of Confidential Promotion Information. Upon a party's discovery of its unauthorized disclosure of Confidential Promotion Information, that party shall promptly, at its own expense: (i) notify the other party in writing; (ii) take such actions as may be necessary or reasonably requested by the other party to

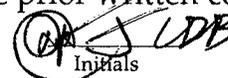

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minimize damages from such disclosure; and (iii) cooperate in all reasonable respects with the other party to minimize any adverse consequences of any such disclosure.

(d) Unauthorized Use or Disclosure of Confidential Promotion Information. Each party agrees that any unauthorized use or disclosure of Confidential Promotion Information will cause immediate and irreparable harm to the valuable reputation and names of the other party for which money damages cannot constitute an adequate remedy. Consequently, the parties agree that injunctive relief is warranted in addition to any other remedies the non-disclosing party may have. The party who makes a disclosure shall not oppose the other party's request for injunctive relief to a court or arbitrator of competent jurisdiction. This provision shall not restrict the party who makes a disclosure from asserting that no unauthorized disclosure was made and, consequently, no relief of any kind is warranted. In addition, the party who makes a disclosure agrees promptly (i) to advise the other party in writing of any unauthorized disclosure of Confidential Promotion Information by any person who obtained access to Confidential Promotion Information by or through the Disclosing Party, which use may come to the attention of the Disclosing Party and (ii) to take all steps at its own expense reasonably requested by the other party to limit, stop or otherwise remedy such disclosure.

(e) Return or Destruction of Confidential Promotion Information. Upon the termination or expiration of this Agreement, the parties shall destroy any originals, copies, reproductions and summaries of Confidential Promotion Information, excluding any archival copy retained and ultimately destroyed systematically as a function of the party's disaster recovery and records management process, retained as required by Laws, Industry Rules or Governing Athletic Rules or retained by regulators. Compliance with this requirement shall be certified in writing by each party to the other.

(f) Use of a Party's Name. Except during the Term as necessary for its performance under this Agreement or as permitted under this Agreement and in accordance with any prior approvals required by this Agreement, neither party shall use the name of the other party or its Affiliates in connection with any representation, solicitation, promotion, sales or marketing publication or advertisement and, except as may be required by Laws, Industry Rules or Governing Athletic Rules or as permitted under Paragraph 7(h), neither party shall make any public statement relating to such other party or its Affiliates in connection with the Program or this Agreement, without the prior full disclosure of same to the other party, and the prior written consent of such

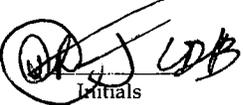

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other party. Notwithstanding the foregoing, but subject to applicable Laws, Industry Rules and Governing Athletic Rules, the parties agree, that during the Term either party may publicly state that Chase offers a UAA and UFAA Credit Card and shall refer in such statement to any source of information about the Program to which the parties have agreed.

(g) Press Releases. Except as may be required by Laws, Industry Rules or Governing Athletic Rules or as is permitted in Paragraph 7(f), neither party, nor any of its Affiliates, shall issue a press release or make a public announcement related to the subject matter of this Agreement without the prior consent of the other party, which consent shall not be unreasonably withheld or delayed.

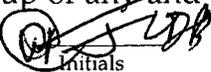
(h) Confidential Promotion Information Requests by Third Parties. Chase acknowledges that Group or the University may be subject to the provisions of open records Laws (the "Act") and that under certain circumstances, Group may be required (or to act consistently with the University, Group may as a policy desire) to release Confidential Promotion Information to a third party under the Act. In the event that Group or its Affiliate receives a request for Confidential Promotion Information from any third party under the Act, Group shall exercise commercially reasonable efforts to notify Chase as soon as possible of such request pursuant to the notification provisions of this Agreement. Such notification shall include a copy of any written request received by Group or a written summary of the oral request if such request is authorized under the Act. As soon as is reasonably possible following such notice, Group shall provide Chase with copies of any documents and other materials that Group believes to be responsive to such request. Group or its Affiliate shall respond to such request by either: (i) rejecting such request; or (ii) acknowledging receipt of such request and advising the requesting party that a subsequent response will be forthcoming. To the extent allowed by the Act, Group shall give Chase a reasonable opportunity (which opportunity need not exceed five (5) business days from the date of Group's response) to take whatever action (legal or otherwise) Chase deems necessary (at its sole expense) to legally prevent the disclosure of Confidential Promotion Information by Group. Disclosure of Confidential Promotion Information by Group or its Affiliates as required by the Act (or consistent with Group's practice in response to a third party request with references to the Guarantee and Royalty amounts redacted), shall not constitute a breach of this Paragraph 7.

8. Representations, Warranties and Mutual Covenants.


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(a) Chase. Chase represents and warrants as of the Effective Date and the date on which Chase executes this Agreement that: (i) it is a national banking association duly organized, validly existing and in good standing under the Laws of the United States and it is authorized, directly or through its Affiliates, to do banking and Card and related products and services business in Canada and in all states in the United States where Chase is required under Laws to be so authorized; (ii) in all material respects and to the best of Chase's knowledge after due inquiry, the execution and delivery by Chase of this Agreement, and the performance by Chase of its obligations and the transactions contemplated hereby, are within Chase's corporate powers, have been duly authorized by all necessary corporate action, do not require any consent or other action by or in respect of, or filing with, any third party or governmental body or agency (other than informational filings required by any applicable payment network association, which complete filings have been or will be timely made, and do not contravene, violate or conflict with, or constitute a default under, any provision of applicable Laws, Industry Rules, or any governing documents, charter, by-laws or policy of Chase or of any agreement, judgment, injunction, order, decree or other instrument binding upon Chase, and (iii) Chase is the owner of, and is authorized to grant to Group the licenses under Paragraph 4 to use the Chase Marks for the purposes specified in this Agreement and Chase has not received any written notice of any claims, and is not currently involved in any litigation, challenging Chase's ownership of or rights to the Chase Marks.

(b) Group. UAA and UFAA each represents and warrants as of the Effective Date and the date on which it executes this Agreement that: (i) it is duly organized, validly existing and in good standing under the Laws of the State of Florida; (ii) in all material respects and to the best of Group's knowledge after due inquiry, the execution and delivery by Group of this Agreement, and the performance by Group of its obligations and the transactions contemplated hereby, are within Group's powers, have been duly authorized by all necessary action of UAA or UFAA, as applicable, do not require any consent or other action by or in respect of, or filing with, any third party or any governmental body or agency, and do not contravene, violate or conflict with, or constitute a default under, any provision of applicable Laws (provided this representation and warranty does not apply to Laws governing the Program) or Governing Athletic Rules, or any governing documents, charter, bylaw, or policy of UAA or UFAA, or any agreement, judgment, injunction, order, decree or other instrument binding on UAA or UFAA; and (iii) there exist authorizations, approvals or undertakings to Group from the University and such other Group Affiliates as may be necessary providing for the execution and delivery by Group of any and all obligations

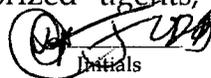

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under this Agreement not otherwise deliverable by Group directly and that such authorizations, approvals and undertakings are valid and enforceable .

9. Indemnification.

(a) Indemnification by Group. Group shall indemnify, defend with counsel reasonably acceptable to Chase and hold Chase (including its directors, officers, and employees and their respective heirs and representatives) ("Chase Indemnitees") harmless from and against any and all claims, actions, suits, other proceedings losses, judgments, demands, settlements, damages, expenses and other costs (including without limitation court, administrative agency and dispute resolution costs and reasonable counsel and expert fees and disbursements), and liabilities of every kind and nature whatsoever (except only as limited by Paragraph 17 and/or Paragraph 18) brought or asserted by or in favor of third parties (including without limitation regulatory or other governmental authorities) ("Claims") that Chase Indemnitees may incur, to the extent arising from or in any way relating to (i) any Group Retained Compliance Liability under Paragraph 5(a) or Group obligation under Paragraph 5(b); (ii) any violation or inaccuracy of any representation or warranty of Group contained in this Agreement; or (iii) any negligent act or omission or willful misconduct of Group or its directors, officers, or employees, authorized agents, or assigns in connection with this Agreement.

(b) Indemnification by Chase. Chase shall indemnify, defend with counsel reasonably acceptable to Group and hold UAA, UFAA and the University (including their respective members, trustees, directors, officers, and employees and their respective heirs and representatives) (collectively, "Group Indemnitees") harmless from and against any and all Claims that Group Indemnitees may incur, to the extent arising from or relating in any way to (i) any non-compliance with Laws or Industry Rules of this Agreement or the activities under this Agreement unless included in the Group Retained Compliance Liability under Paragraph 5(b); (ii) any violation or inaccuracy of any representation or warranty of Chase contained in this Agreement, (iii) any actual or alleged act or omission of Chase, its Affiliates or assignees, in connection with or arising out of the marketing, offering, solicitation or issuance of Credit Card(s), Enhancement Products, Rewards Program or any other products or services or the administration of Credit Cards, Accounts, Enhancement Products, the Rewards Program, or any other products or services, or related information under the Program or this Agreement; (iv) any negligent other act or omission or willful misconduct of Chase or its directors, officers, or employees, authorized agents, or assigns in


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connection with this Agreement; or (v) any infringement of any trademark, copyright, trade name or other proprietary ownership interest resulting from the use by Group of the Chase Marks as expressly permitted under this Agreement.

10. Term. This Agreement shall be effective as of the Effective Date and shall continue for a term of ten (10) years until July 1, 2017, unless the Initial Term is earlier terminated as provided in Paragraph 11 or is extended by written agreement of the parties (as said term may be ended early or extended as provided above, the "Term"). The "Initial Term" shall mean the initial 10-year Term without any extension or termination. Each party shall provide the other party by April 1, 2017 a written notice of its intent not to renew the agreement.

11. Default/Termination.

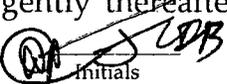
(a) Promotional Access Material Default. For purposes of this Agreement, a "Promotional Access Material Default" by Group means the failure of Group during the Term to provide Chase with any one of the promotional opportunities described on Exhibit A, other than those failures which are "Promotional Payment Material Defaults" under Paragraph 11(b). In the event of a Promotional Access Material Default, Chase shall so notify Group in writing and, as Chase's sole and exclusive remedy for such default, Group shall provide Chase another promotional opportunity or opportunities which provide(s) Chase with a reasonably equivalent opportunity or opportunities for Account acquisitions as the opportunity Group failed to provide, and Chase and Group shall confer in good faith to identify in writing such reasonably equivalent opportunity or opportunities. In the event that the parties cannot in good faith identify and agree upon a reasonably equivalent promotional opportunity or opportunities for Account acquisitions, then, as Chase's sole and exclusive remedy, Group shall pay to Chase an amount equal to \$10,000 for each such Promotional Access Material Default other than the failure to provide access and space for an on-site sales and promotional venue/kiosk at a home football game and men's home basketball game. In the event the Promotional Access Material Default is Group's failure to provide access and space for an on-site sales and promotional venue/kiosk at a home football or men's home basketball game, then, in the first such instance, Group shall have the right to provide Chase one promotional opportunity or a limited number of opportunities which provide reasonably equivalent opportunities for Account acquisition to this missed game within a reasonable period of time after the missed game. If (i) the parties cannot in good faith identify and agree upon a reasonably equivalent promotional opportunity or opportunities for Account acquisitions which


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satisfy the criteria set forth in the preceding sentence or (ii) Group's failure to provide access and space for the on-site sales and promotional venue/kiosk is not the first such instance during the Initial Term, then, as Chase's sole and exclusive remedy, Group shall pay to Chase an amount equal to \$25,000 for each such Promotional Access Material Default. At such time as the failure to provide the access and space for on-site sales and promotional venue/kiosks constitutes a Promotional Payment Material Default under Paragraph 11(b), then Chase is entitled to elect the remedy provided hereunder or to treat the failure as a Promotional Payment Material Default under Paragraph 11(b).

(b) Termination/Promotional Payment Material Default. If there is a Promotional Payment Material Default by Group, Chase shall have the right to terminate this Agreement by giving Group at least thirty (30) days written notice no later than sixty (60) days after the Promotional Payment Material Default occurred. For purposes hereof, a "Promotional Payment Material Default" by Group means the failure during the Term to provide (i) access to Websites pursuant to Exhibit A, part 2B(a) except for routine downtime for servicing or other occasions when any Website is not available generally to the public or the Group community and (ii) access and space for an on-site sales and promotional venue/kiosk at (x) more than 1 home football game or 3 men's home basketball games during a single season or (y) more than 5 home football games or more than 10 men's home basketball games during the Initial Term, where the failure is not cured or excused under Paragraphs 11(a), 11(d) or 19.

(c) Other Material Default. If there is a material default by either party in the performance of the terms and conditions of this Agreement (except Promotional Access Material Defaults or Promotional Payment Material Defaults which are addressed in Paragraphs 11(a) and 11(b) hereof) or the Bankcard Licensing Agreement, and such default shall continue for a period of thirty (30) days after written notice thereof from the nondefaulting party (setting forth in detail the nature of such default) ("Default Notice"), then this Agreement shall automatically terminate without the need for further action or notice by the parties at the option of the nondefaulting party on the thirty-first (31st) day following the date when the Default Notice is given. If, however, the default cannot reasonably be remedied within such thirty (30) day period, such time period shall be extended for an additional period of thirty (30) days (so that this Agreement shall automatically terminate on the sixty-first (61st) day following the giving of the Default Notice), so long as the defaulting party has notified the non-defaulting party in writing and in reasonable detail of the defaulting party's plans to initiate substantive steps to remedy the default and diligently thereafter pursues the


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same to completion so that the material default has been remedied within sixty (60) days after the Default Notice is given.

(d) Material Change in Law, Etc. Subject to the parties' representations and warranties under Paragraph 8, in the event that any Laws, Industry Rules or Governing Athletic Rules in effect on the Effective Date or any material change in any (or new) Laws, Industry Rules or Governing Athletic Rules during the Term, including without limitation those regarding fees paid by merchants or their acquiring banks or card issuers, makes the performance or continued performance of this Agreement under the then current terms and conditions commercially impractical or impossible under Laws, Industry Rules or Governing Athletic Rules, the parties will use good faith efforts to modify this Agreement to continue performance of this Agreement in a compliant and commercially practical manner. If the parties are unable to reach a written agreement on acceptable modifications to this Agreement within sixty (60) days after either party notifies the other party of the commercial impracticability or impossibility, either party then may terminate this Agreement by and upon giving at least ninety (90) days additional advance written notice to the other party, or sooner as may be required by applicable Laws, Industry Rules or Governing Athletic Rules. Such written notice shall include a reasonably detailed explanation and evidence of the commercial impracticability or non-compliance imposed as a result of such Laws, Industry Rules or Governing Athletic Rules in effect on the Effective Date or a change in or new Laws, Industry Rules or Governing Athletic Rules, and the terminating party's inability to perform or to continue with performance under this Agreement as currently structured. Subject to Paragraph 11(f), such termination shall be without liability, penalty or damages to either party, except to the extent that a party has breached a representation or warranty under Paragraph 8 with respect to Laws, respecting Chase only, Industry Rules or, respecting Group only, Governing Athletic Rules in effect on the date the party executes this Agreement.

(e) Termination of Bankcard Licensing Agreement. In the event the Bankcard Licensing Agreement terminates for any reason, then this Agreement shall automatically terminate on the date the Bankcard Licensing Agreement terminates without the need for any action or notice by the parties.

(f) Effect of Termination or Expiration. Upon termination or expiration of this Agreement:


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(i) The parties each shall comply with the requirements of Paragraph 7(e);

(ii) The license granted under Paragraph 4 shall automatically terminate without the need for any additional action or documentation by the parties;

(iii) Except as otherwise specifically set forth herein, all obligations to Group or to Chase shall cease on the effective date of such termination or expiration.

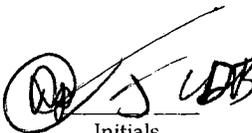
(iv) Chase's obligation to pay the Group Account Supplementary Royalties as provided in Exhibit A shall cease immediately upon the effective date of termination or expiration of this Agreement for any reason whatsoever, provided that such Group Account Supplementary Royalties shall be reconciled and paid to the date of termination or expiration.

(v) If the Bankcard Licensing Agreement terminates due to a Guarantee Material Default and this Agreement is therefore terminated or if this Agreement is terminated by Chase because of a Promotional Payment Material Default, then Group shall owe Chase the amount determined in accordance with Paragraph 17(e)(vii) of the Bankcard Licensing Agreement. Under no circumstances shall Group be required to repay any portion of the Promotional Payment, except only in the event of Chase's termination of this Agreement for a Promotional Payment Material Default, or termination of the Bankcard Licensing Agreement for a Guarantee Material Default, where there has not been a cure during any applicable cure period, such repayment to be in accordance with Paragraph 17(e)(vii) of the Bankcard Licensing Agreement.

12. Notices. Any and all notices requests, consents, waivers, approvals and other communications required or permitted under this Agreement shall be in writing and shall be delivered either by personal delivery; by telecopy; by nationally recognized overnight courier service; or by certified or registered mail, return receipt requested, addressed as follows:

If to Chase, to:

CHASE BANK USA, N.A.
Three Christina Centre


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201 North Walnut Street
Wilmington, DE 19801
Attention: Partner President
Telecopier Number: 302-282-8383

with a copy at same address to:
General Counsel
Fax: 302-282-8361

If to Group, to:

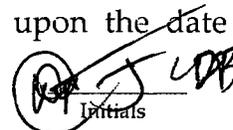
UNIVERSITY OF FLORIDA ALUMNI ASSOCIATION
1938 West University Ave.
Gainesville, FL 32603-2425
Attention: Executive Director
Telecopier Number: (352) 846-3636
Email: kmarquis@uff.ufl.edu

And

UNIVERSITY ATHLETIC ASSOCIATION
c/o University of Florida Athletic Department
Ben Hill Griffin Stadium
P.O. Box 14485
Gainesville, FL 32604
Attention: Athletic Director
Telecopier Number: (352) 372-5117
Email: Jeremy@gators.uaa.ufl.edu

with a copy to: Counsel, University of Florida Foundation
2012 West University Ave.
Gainesville, FL 32604-2425

or to such other person or address as either party shall have previously designated to the other by written notice given in the manner set forth above. Notices shall be deemed given one day after sent, if sent by telecopy, or by overnight courier; when delivered and receipted for (or upon the date of attempted delivery where delivery is refused), if hand delivered; or when receipted for (or upon the date of attempted

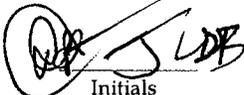

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delivery where delivery is refused) if sent by certified or registered mail, return receipt requested. Where notice requires a response in ten (10) or fewer business days, the notice shall be sent by hand delivery or telecopy.

13. Assignment. Neither party may assign this Agreement or its rights and/or obligations pursuant to the Agreement without the prior written consent of the other party to this Agreement. Any attempt to make such assignment without the required consent shall be void. Provided, however, notwithstanding the foregoing: (i) either party may assign this Agreement and any of its rights and obligations, to its Affiliates, (ii) Group, upon giving prior written notice to Chase, may assign this Agreement to the University or any Affiliate of the University or any successor academic institution, and (iii) if Chase is assigning the Bankcard Licensing Agreement to another federally regulated financial institution in accordance with the terms and conditions of the Bankcard Licensing Agreement, Chase, upon giving prior written notice to Group, also simultaneously may assign this Agreement to such financial institution, upon the condition (which shall apply to an assignment made under clause (i), (ii) or (iii) above) that the assignee shall first assume, either expressly or by operation of law, all of the assigning party's obligations under this Agreement from and after the date of the assignment, and the assignee makes the representations and warranties set forth in Paragraph 7 to such other party in connection with the assignment and assumption.

14. Entire Agreement/Amendment. This Agreement, including all of its Exhibits and Schedules, constitutes the entire understanding between the parties with respect to the subject matter, and supersedes all prior written and oral proposals, understandings, agreements and representations, all of which are merged herein, except that, for clarity sake, the parties confirm that the "Bankcard Licensing Agreement" between Chase and Group being executed and delivered simultaneously with this Agreement shall not be superceded or merge with this Agreement. No amendment or modification of this Agreement shall be effective unless it is in writing and executed and delivered by all of the parties hereto.

15. Non-Waiver of Default. The failure of either party to insist, in any one or more instances, on the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of any right granted hereunder or of the future performance of any such term or condition on any other occasions, and the obligations of the non-performing party on such future occasions with respect thereto shall continue in full force and effect.


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16. Severability. In the event that any provision of this Agreement shall, for any reason, be deemed to be invalid and unenforceable by an arbitrator or court of competent jurisdiction, the parties shall use commercially reasonable efforts to modify the Agreement consistent with the original intent of the parties and the remaining provisions of this Agreement shall remain in full force and effect to the greatest extent permitted by law and equity.

17. Alternative Dispute Resolution. Group and Chase hereby agree that all disputes under this Agreement shall be resolved pursuant to this Paragraph, except that equitable relief may be sought pursuant to the confidentiality provisions of Paragraph 7 from any court of competent jurisdiction.

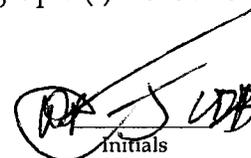
(a) Dispute Resolution. Any controversy or claim between Group, on the one hand, and Chase on the other hand, arising from or in connection with this Agreement or the relationship of the parties under this Agreement whether based on contract, tort, common law, equity, statute, regulation, order or otherwise ("Dispute") shall be resolved as follows:

(i) Informal Dispute Resolution: Upon written request of either Group or Chase, a duly appointed representative(s) of each party will meet for the purpose of attempting to resolve such Dispute. Should they be unable to resolve the Dispute within thirty (30) days of such notice, then promptly after the end of said thirty (30) day period, the Executive Vice President of the University of Florida Foundation will meet with Chase's Executive Vice President of Relationship Management (the "Executives") in an effort to resolve the Dispute. Said meeting shall be in person or by telephone.

The Executives shall attempt in good faith for a period of at least thirty (30) days to resolve the Dispute, and shall meet as often as the parties agree to discuss the problem in an effort to resolve the Dispute without the necessity of any formal proceeding.

(ii) Formal arbitration proceedings for the resolution of a Dispute may not be commenced until the earlier of:

(A) the parties concluding in good faith that amicable resolution through the procedures set forth in subparagraph (i) hereof does not appear likely; or


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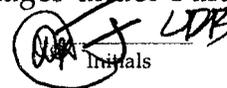
(B) the expiration of the sixty (60) days immediately following the initial request to negotiate the Dispute under Paragraph 16(a)(i), without the Dispute having been resolved;

provided, however, that neither this Paragraph 17(a)(ii), nor the initiation or conduct of formal dispute resolution under Paragraph 17(b), shall be construed to prevent a party from instituting formal proceedings under Paragraph 17(b) earlier to avoid the expiration of any applicable limitations period if the other party fails to agree in writing to toll the limitations period after being requested in writing to do so, or to preserve a superior position with respect to other creditors if a party is insolvent, or to seek temporary or preliminary injunctive relief. The commencement of a proceeding pursuant to this provision does not relieve a party from the executive consultation requirement contained in Paragraph 17(a)(i).

(b) Arbitration.

(i) If the parties are unable to resolve any Dispute as contemplated above, such Dispute shall be submitted to binding arbitration at the election of either Group or Chase (the "Disputing Party") by notice to the other. The arbitration shall be submitted to the American Arbitration Association ("AAA") to be administered in accordance with the provisions of its Commercial Arbitration Rules (including the Emergency Interim Relief Procedures, and the Procedures for Large, Complex Commercial Disputes, but only to the extent that the Procedures for Large, Complex Commercial Disputes apply).

(ii) Within fifteen (15) days after the notice of commencement of such arbitration is given, each party shall select one person to act as arbitrator. The two selected shall select a third arbitrator within ten (10) days of their appointment and the arbitrators shall render their decision by majority vote. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the AAA shall select the third arbitrator. Each arbitrator on the panel shall be knowledgeable in co-branded credit card programs similar to the Program. The place of arbitration shall be Washington D.C. The United States Arbitration Act shall govern the interpretation of, enforcement of, and proceedings pursuant to this Paragraph. The award of Special Damages (hereinafter defined) shall be limited by the terms of this Agreement. The parties shall share all costs of the arbitration (arbitrators' fees and costs) and each shall bear its own attorneys' fees and other costs. The decision of the arbitrators may include an award of damages (subject to the limitations on damages under Paragraph 18) and


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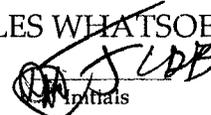
shall be accompanied by a reasoned opinion rendered not later than thirty (30) days after the hearing or completion of post-hearing briefing, whichever is later. Notwithstanding the foregoing, either party may apply to the arbitrators for injunctive relief until the arbitration award is rendered or the dispute is otherwise resolved. Either party also may, without waiving any remedy under this Paragraph, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal or pending the arbitral tribunal's determination of the merits of the dispute. Except as may be required by Laws, Industry Rules or Governing Athletic Rules or as may be reasonably necessary in connection with enforcing the decision of the arbitrators, neither a party nor an arbitrator may disclose the existence, content or results of any arbitration under this Paragraph without the prior written consent of each party.

(iii) Any decision rendered by the arbitrators, as modified, if applicable, following one or more appeals, will be final, conclusive and binding upon the parties and may be entered and enforced in any court of competent jurisdiction.

(iv) All discussions and negotiations pursuant to this Paragraph 17 shall be confidential and shall be treated as compromise and settlement negotiations to the greatest extent permitted by applicable Laws, Industry Rules or Governing Athletic Rules under the Federal Rules of Evidence and state rules of evidence.

(b) Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAWS, EACH OF THE PARTIES HERETO KNOWINGLY AND IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

18. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY, THE UNIVERSITY, OR THEIR RESPECTIVE TRUSTEES, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR AFFILIATES, OR THEIR RESPECTIVE HEIRS OR (SUBJECT TO PARAGRAPH 13) THEIR RESPECTIVE SUCCESSORS, ASSIGNS, OR REPRESENTATIVES (COLLECTIVELY AND INDIVIDUALLY FOR PURPOSES OF THIS PARAGRAPH 18, A "PERSON") BE LIABLE TO ANY OTHER PERSON FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR ANY OTHER INDIRECT DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE AND STRICT LIABILITY) OR UNDER ANY OTHER LEGAL OR EQUITABLE PRINCIPLES WHATSOEVER, OR FOR

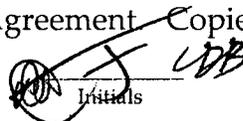


ANY LOSS OF PROFITS OR REVENUE (COLLECTIVELY, "SPECIAL DAMAGES"), REGARDLESS OF WHETHER SUCH PERSON KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH SPECIAL DAMAGES. THE FOREGOING LIMITATIONS, HOWEVER, SHALL NOT APPLY TO (A) CLAIMS BY ONE PERSON FOR INDEMNIFICATION BY ANOTHER PERSON RELATING TO CLAIMS FOR SPECIAL DAMAGES AND RELATED EXPENSES AGAINST THE FIRST PERSON BY -- OR LIABILITY OF THE FIRST PERSON FOR SPECIAL DAMAGES TO --- THIRD PARTIES AND RELATED EXPENSES, OR (B) CLAIMS FOR MISUSE OF THE CHASE MARKS.

19. Force Majeure. Neither party shall be liable for non-performance under this Agreement (except concerning the obligation to pay money) to the extent such performance is prevented by fire, earthquake, tornado, hurricane, flood, explosion, embargo, war, terrorism, riot, governmental regulation or act (unless constituting a breach of a representation or warranty under Paragraph 8 by the party claiming a force majeure), act of God, act of public enemy, or by reason of any other cause beyond such party's reasonable control (each a "Force Majeure Event"). A party's obligations to perform timely will be excused to the extent that and for so long as, but only to the extent that and for so long as, such performance is prevented by a Force Majeure Event. During the pendency of such Force Majeure Event, the other party shall be excused from performance of its obligations under this Agreement that are dependent upon the parallel performance of the non-performing party.

20. Audits.

(a) Reciprocal Audit Privileges. From time to time during the Term of this Agreement and for one year after expiration or termination of this Agreement upon reasonable notice by one party (the "Auditing Party") to the other party (the "Audited Party"), the Audited Party will allow Auditing Party or a third party (provided such third party agrees to be bound by the confidentiality provisions herein (i.e., Paragraph 7), or whose professional ethical obligations impose a duty on it with respect to Confidential Promotion Information comparable to the aforesaid Paragraph of this Agreement), selected by the Auditing Party to perform an audit, at times and in a manner which does not unreasonably disrupt the operations of the Audited Party nor cause the Audited Party to violate any confidentiality agreements with third parties relating to the audited information and is consistent with applicable Laws. The purpose of the audit shall be to determine whether the Audited Party is in compliance with all of its obligations contained in this Agreement. Copies of relevant

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documents may be made by the Auditing Party at its expense.

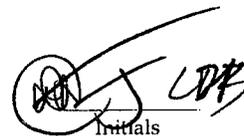
(b) Cooperation. Group and Chase each agree to use reasonable efforts to cooperate with any and all governmental regulators having jurisdiction over Group or Chase or, respecting Group, any non-governmental body having authority over Group, e.g., NCAA or Southeastern Athletic Conference, in connection with any audit or inquiry concerning Group's or Chase's compliance with, as applicable, any Laws, Industry Rules or Governing Athletic Rules relating to this Agreement or the transactions contemplated by it. A party who requests cooperation of the other party shall pay the other party's reasonable out-of-pocket expenses related to such cooperation.

21. Successors and Assigns; Third Party Rights. Subject to the provisions of Paragraph 13, the rights and obligations of the Chase and Group shall inure to the benefit of those of their successors and assigns that are permitted assignees under this Agreement and shall be binding upon their respective successors and assigns. Nothing contained in this Agreement establishes, creates or is intended to, or shall be construed to establish or create, any right in or obligation to any third party.

22. Construction. Each party and their respective counsel all participated fully in the negotiation and preparation of this Agreement. Each party agrees that any rule of construction or similar principle that provides that an ambiguity in a document shall be interpreted against the drafter thereof shall not be employed in any dispute, arbitration or litigation involving this Agreement or the transactions contemplated in this Agreement.

23. Governing Law. Intentionally Omitted.

24. Survival. The following paragraphs shall survive the termination or expiration of the Term of this Agreement: 6, 7, 9, 11(f), 15, 16, 17, 18, 20, 21, 22, 24 and Section 1 of Exhibit A, and all other Paragraphs of this Agreement, its Exhibits and Schedules, which, by their terms, survive termination or expiration of the Term.



Handwritten initials and signature, possibly "LDB", with the word "Initials" printed below.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

UNIVERSITY OF FLORIDA
ALUMNI ASSOCIATION, INC.

THE UNIVERSITY ATHLETIC
ASSOCIATION, INC.

By: Leslie D. Bram
Name: Leslie D. Bram
Title: Assoc V.P
Date: 12/20/07
Hereunto duly authorized

By: [Signature]
Name: [Signature]
Title: Athletic Director
Date: 12/20/07
Hereunto duly authorized

CHASE BANK USA, N.A.

By: Heather Philp
Name: Heather Philp
Title: General Mgr
Date: 12-21-07.
Hereunto duly authorized

HP
[Signature]
initials LDB

EXHIBIT A

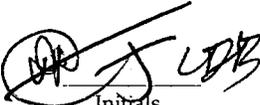
PROMOTIONAL OPPORTUNITIES AND PAYMENTS

1. **Consideration.** In consideration for the promotional access being provided by Group to Chase under the Agreement during the Initial Term, Chase shall pay Group \$1,837,000.00 (the "Promotional Payment") at the same time as Chase pays Group the Guarantee. In addition, Group shall earn Group Account Royalties for all Accounts opened and Activated through the promotional access provided in subparagraph 2.B of this Exhibit A in accordance with the Bankcard Licensing Agreement.

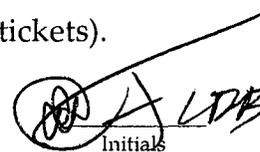
2. **Chase Promotional Access Rights.** Group shall provide promotional access for the Program as set forth in this Paragraph 2 during the Term.

A. ONSITE PROMOTIONS-

- i) **Public Address Announcements.** Chase and the Program will be recognized with two (2) thirty second public address announcements during each home football and basketball game at the University.
- ii) **Electronic Message Centers and Scoreboards.** Chase and the Program will be recognized with four (4) Matrix board ads and one (1) Gatorvision ad during each home football and basketball game at the University.
- iii) **On Campus Venue/Kiosks.** Chase shall have the right, at its expense, to brand, install for each home game at the University, merchandise, promote, operate and/or maintain on-site sales and promotional venue/kiosks at football, basketball and baseball home games within or on the grounds of University (as further described below) for the purpose of selling, promoting, or marketing Credit Cards and Enhancement Products associated therewith, on days of the following home games and other special events as may be agreed to by the parties. The locations shall be prominent with respect to visibility and pedestrian traffic and shall be agreed upon by both parties prior to each athletic season during which activities will be held, which approval shall not be unreasonably withheld or delayed; provided however, the parties hereto agree that:


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1. **Football Home Games.** During each football season, up to twelve (12) venue/kiosks per home game. Four (4) of these kiosks shall be located outside the stadium in high traffic locations (but not in a high student traffic location). UAA shall use reasonable efforts to provide space for four (4) of the kiosks having a minimum of 10' by 20' in size. UAA shall use reasonable efforts to provide venue/kiosks locations for playoffs and bowl games.
 2. **Men's and Women's Basketball Home Games.** During each basketball season, up to four (4) venue/kiosks per home game.
 3. **Baseball Home Games.** During each baseball season, up to four (4) venue/kiosks per home game.
 4. **Faculty and Staff Events.** At Chase's request, one (1) venue/kiosk at appropriate faculty and staff events to be mutually agreed upon by the parties.
 5. **Alumni Events.** At Chase's request, one (1) venue/kiosk at appropriate Alumni events to be mutually agreed upon by the parties.
- iv) **Size and Utilization of Kiosks.** Such venue/kiosks locations are to be of a size approximately 10'X10', except where denoted above in iii).1, and are to be supported, merchandised and staffed by Chase or its designated representatives. Chase shall have the right to give away Premiums (featuring UFAA, UAA and University Group Marks) supplied by Chase (including, but not limited to t-shirts) to all persons who apply for a Credit Card. Such Premiums shall be subject to UFAA and UAA Group's approval, which shall not be unreasonably withheld.
- v) **Athletic Tickets.** UAA shall facilitate pre-season purchase by Chase of 4 season tickets to all home football and home basketball games, and the cost of such tickets shall be offset from payments from Chase to the Group (meaning that Chase's satisfaction of all payment obligations to Group under this Agreement and the Bankcard Licensing Agreement of even date among the parties shall be deemed to cover the cost of these tickets).


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B. MEDIA PROMOTIONS

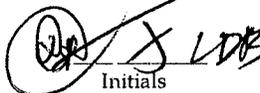
(a) **Websites.** UFAA shall provide above the fold on the homepage of its current website located at www.ufalumni.ufl.edu or any successor or future website that replaces such current website, a prominent and fixed banner (either 160x400 pixels or 160x75 pixels); UAA shall provide with respect to the current website at www.gatorzone.com or any successor or future website that replaces such current website, above the fold on the homepage for a rotating banner above the masthead in a size consistent with other advertisers on gatorzone.com (currently a minimum of 468x60 pixels and a maximum of 15k) and a permanent and prominent link in another location to be determined by UAA (collectively, "Websites"), all of which placements shall provide a link to a Chase web page in order to enable Cardmembers and Group Members to apply for a Credit Card.

The Group further agrees that if Chase makes the request to remove or update Program information in response to a request or formal action taken by its regulator, an attorney general, pursuant to an order of a court or other legal process, in response to consumer complaints, or at the request of a consumer advocacy group, the Group shall use reasonably diligent efforts to expedite the removal or updating of the Program information.

(b) **E-mail Campaigns.** A link to Chase's website shall be included and have prominent placement (readily visible) in up to 7 significant e-mail campaigns sent by the UAA per year, 2) all UFAA e-newsletters and 3) all GatorBites newsletters. The Group shall comply with the specifications and procedures as reasonably prescribed by Chase with respect to any information about the Program included in these e-mail campaigns and newsletters, as more fully set forth in Exhibit C to this Agreement.

(c) **Alumni Magazine.** UFAA shall provide space for a full-page color (if printed in color) advertisement on the Program in one (1) Alumni Magazine publication per year and one (1) information advertisement per year to the extent this will not (and in a manner that will not) jeopardize UFAA'S non profit postal rate. Chase shall supply the one page color (or black and white if the publication is not printed in color) camera-ready art for publication.

(d) **Take-One and Buck Slip Placement.** UFAA shall include a take-one or buck slip on the Program provided by Chase in every new UFAA membership package.

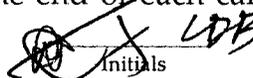

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Chase or Group, upon reasonable written notice to the other, may reasonably restrict or terminate any media promotion that results in (i) unreasonable legal risk to Chase, Group or the University, (ii) reputational harm to Chase, Group or the University, (iii) unacceptably low approval rates on a campaign basis as compared to typical acceptance rates for similar university affinity Card campaigns, (iv) unreasonable risk of fraud related to the Credit Cards, compared to similar campaigns conducted in similar situations, (v) failure to meet Chase's anticipated business goals for the Program which shall not impose more onerous standards on the Program than any other university affinity card program or (vi) that otherwise affect Chase, Group, the University or the Program in a material adverse way not contemplated in this Agreement.

Unless otherwise agreed to by Chase and the Group, all expenses associated with the media promotions undertaken pursuant to this Paragraph 2(B) shall be borne solely by the particular component of the Group, i.e., either UFAA or UAA, that is specified above.

3. **Additional Promotional Activities/ Group Account Supplementary Royalties.**

Except for Group's obligations under this Agreement, Group is not required to provide any marketing or promotional services or access in respect of the Program. Should Group, in its sole discretion, elect to provide any such additional marketing or promotional services or access under this Agreement, including, without limitation, Program promotions via kiosks on campus or at University, Group, University or Group Affiliate events which are staffed by Group (and, for clarification, not those set forth in Paragraph 2(A) of this Exhibit A as those are staffed by Chase) or websites of Group (other than the Websites), of its Affiliate(s) or of any unaffiliated third party, Chase shall pay Group a one-time \$85.00 fee for each Account approved by Chase pursuant to the Program which is opened and Activated and for which the application was generated by communications or other marketing materials not paid for by Chase and which have been generated through efforts or programs sponsored or funded by, through or on behalf of Group or any of its Affiliates (except Accounts generated as a result of the obligations set forth in this Agreement and for which the Group Account Royalty is payable) ("Group Account Supplementary Royalty"). Provided however, the Group Account Supplementary Royalty shall be reduced to \$65.00 for each such Account opened by a person who identifies him or herself as a student when he or she opens the Account. No Account Royalty shall be owed for an Account for which the Group Account Supplementary Royalty is paid. Chase shall provide Group with a reconciliation report within sixty (60) days following the end of each calendar quarter

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during the Term and within sixty (60) days after the expiration or termination of the Term, setting forth the amount of Group Account Supplementary Royalties earned by Group during the immediately preceding calendar quarter and the calculation of the amount owed. Any amounts owing to Group and payable pursuant hereto shall be paid to Group within sixty (60) days following the end of such calendar quarter or the Term. Chase agrees that it will maintain complete and accurate records with respect to the Group Account Supplementary Royalties, which records shall be subject to audit pursuant to Section 20 of the Agreement. Chase shall pay any amounts due hereunder to Group in accordance with the instructions for payment set forth in Paragraph 5 of Schedule 7(a) of the Bankcard Licensing Agreement. Any such reconciliation reports shall be marked and considered Confidential Promotion Information under this Agreement and, except where otherwise required by Law or Governing Athletic Rules or, if needed, to assert a claim or defense under this Agreement, Group shall destroy such reports within six (6) months of receipt.

4. **Approval of Promotional Materials by Chase.** The Marketing Plan, as defined in Paragraph 5(a)(ii) of the Bankcard Licensing Agreement establishes the marketing plan for the Program and, without limitation of the foregoing, governs the Group's provision of promotional access hereunder and any other access or activities for which Group may earn the Group Account Supplemental Royalty. If Group utilizes promotional materials not provided by Chase, Group shall obtain Chase's approval therefore. To obtain Chase's approval Group shall provide the proposed promotional materials to Chase and Chase shall review and approve the promotional materials for accuracy, consistency with the Marketing Plan and compliance with Laws and Industry Rules. Chase will respond to Group's request for review and approval within seven (7) business days following Chase's receipt of any such request that includes complete copies and information relevant to the request. Any Credit Card applications used for any communication must be supplied to the Group by Chase.


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EXHIBIT B

CHASE MARKS

CHASE 

CHASE 

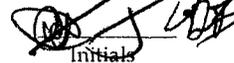

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EXHIBIT CE-MAIL CAMPAIGNS TERMS AND CONDITIONS

E-Mail Services - General. To the extent Group conducts email campaigns targeting Group Members regarding the promotion of Credit Cards, Group will provide Chase with copies of the text of any e-mail marketing campaigns (“e-mail Campaigns”) in accordance with the specifications and procedures set forth herein. Each e-mail Campaign shall be memorialized in a writing in the form provided in the Schedule attached hereto and incorporated herein (as completed for a particular e-mail campaign, the “Form”) which writing shall be numbered sequentially, signed by both parties and shall be subject to the terms of this Agreement together with any additional conditions as the parties may mutually agree to in writing. Unless specifically noted, the terms and conditions of a particular e-mail campaign shall be set forth in, and apply exclusively to, the transaction described in its corresponding Form and shall have no effect on any other e-mail campaign. Neither party shall have any obligation with respect to payment, delivery and/or acceptance of any e-mail Campaign services until a Form setting forth the specific terms with respect to such services has been executed by both of the parties.

(i) Use of E-Mail Subcontractors. To the extent Group conducts email campaigns targeting Group Members regarding the promotion of Credit Cards and elects to use a third party to serve the emails, Group and Chase shall mutually agree upon any subcontractor and Chase shall not unreasonably withhold, delay or condition its agreement. If Group elects to use a subcontractor to serve the email Campaigns, Group shall provide such subcontractor with Group’s “Do not email” Opt Out lists. In the event that Chase authorizes the use of subcontractors, Group hereby assumes responsibility for its subcontractors’ actions and inactions and agrees to be liable for and indemnify and hold Chase harmless Chase from and against any and all liability, expenses (including reasonable attorney’s fees), costs, damages, settlements and obligations resulting from the actions and/or inactions of its subcontractors to the same extent as Group would be responsible for its own actions and/or inactions under this Agreement except for any claims which arise out of the content of marketing material related to the Credit Card approved by Chase or the failure of such marketing material to comply with Laws or Industry Rules.

(ii) Creative Design. Chase and Group shall work together on the drafting, creative design, and content of each e-mail Campaign. Both parties


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prior to release shall approve the content of each e-mail Campaign pursuant to Paragraph 4(c) of the Bankcard Licensing Agreement; however, Chase shall be responsible for ensuring the content of any email marketing material with respect to the Credit Card complies with Laws and Industry Rules and Group shall follow Chase's direction with respect thereto. Subsequent to an agreed upon e-mail Campaign, Group shall not in any way alter the content of any e-mail Campaign without prior written consent from Chase, such consent not to be unreasonably conditioned, delayed or withheld.

(iii) Audit of E-Mail Services. To the extent Group conducts independent email campaigns targeting Group Members regarding the promotion of Credit Cards, Group shall provide to the internal and external auditors and personnel of Chase, pursuant to Paragraph 20 of this Agreement all third party audit and examination reports in Group's possession prepared by regulatory examiners and independent public accountants of Group pertaining to an e-mail Campaign.

(iv) Test E-mails. To the extent an e-mail Campaign has been conducted by Group, Group must provide test e-mails for Chase's reasonable approval prior to any e-mail Campaign. The test e-mails must include all the different variations that will be sent, including the "From" line and "Subject" line, header and footer information and opt-out language for each site where the names were derived.

(v) Legal Compliance. Chase shall approve the content of all marketing materials with respect to all e-mail Campaigns and any other promotions to ensure that the same shall comply with all Laws, and Industry Rules.


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E-MAIL SCHEDULE

FORM TO DOCUMENT E-MAIL CAMPAIGNS

This Schedule _ is dated this ____ day of _____, 200_.

Campaign Description. The e-mail Campaign shall require Group to email to approximately ____ Group Members who have not Opted Out from Group a marketing letter with a link to Chase's website where the Credit Card application and disclosures are available for the Group Members to review the terms and apply for the Credit Card. E-mails will be served between ___/___/0_ and ___/___/0_.

Party Responsible for the development of Campaign Term.

Chase either directly or through its contractors will develop the content of the promotional copy (This provision may be amended if e-mail campaign is undertaken under Section 3 of Exhibit A of the Promotional Agreement.)

Reports.

Promptly after the conclusion of the email Campaign, Group shall provide Chase with the following information regarding the e-mail Campaign: (1) number of emails sent, (2) number of emails opened, (3) number of emails attempted to be sent but could not be sent because the Group Member Opted Out after the date that the email list was prepared for the e-mail Campaign as such information may be available.

Payment.

Group shall be compensated for each new Activated Account in accordance with the terms of Schedule 7(a) of the Bankcard Licensing Agreement or Section 3 of Exhibit A to this Agreement, as applicable.

Performance Standards.

There are no additional requirements for this e-mail Campaign that are not set forth in the Agreement other than:


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Capitalized terms not defined herein shall have the same meaning as those terms are defined in the Bankcard Licensing Agreement.

Each of the parties has caused this Schedule to be executed on its behalf by its duly authorized representative as of the date first above written.

**UNIVERSITY OF FLORIDA
ALUMNI ASSOCIATION, INC.**

**THE UNIVERSITY ATHLETIC
ASSOCIATION, INC.**

By: _____

By: _____

Name:

Name:

Title:

Title:

Date:

Date:

Hereunto duly authorized

Hereunto duly authorized

CHASE BANK USA, N.A.

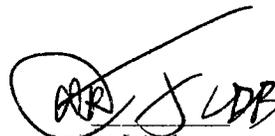
By: _____

Name:

Title:

Date:

Hereunto duly authorized


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