

**AMENDED AND RESTATED
AFFINITY AGREEMENT
UNIVERSITY OF CENTRAL FLORIDA
ALUMNI ASSOCIATION**

This Agreement is entered into as of this July 1, 2007 (the "Effective Date") by and between FIA Card Services, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("Bank"), and University of Central Florida Foundation, Inc., on behalf of itself and the University of Central Florida Alumni Association having its principal place of business at Fairwinds Alumni Center, Orlando, Florida (collectively "UCFF"), for themselves, and their respective successors and assigns.

WHEREAS, University of Central Florida Alumni Association ("Association") and Bank are parties to that certain Amended and Restated Affinity Agreement dated as of April 1, 1997, as the same has been amended ("Original Agreement"), wherein Bank provides certain financial services to certain persons included in certain lists provided to Bank by or on behalf of UCF;

WHEREAS, University of Central Florida, which includes any and all of its departments ("UCF") and its affiliates own intellectual property in the form of its name, motto, trademarks, logotypes, and alumni and membership lists ("UCF IP"); and

WHEREAS, for the support of its activities the Association seeks to gain royalties from licensing the use of UCF IP to independent providers of goods and services to the Association's members, potential members and supporters; and

WHEREAS, in the support of the Association's purpose of keeping UCF alumni connected to their alma mater, the Association further seeks to make reasonable use of its UCF IP in reaching out to members across the country in ways that will be of interest to them and will promote their continued positive identification with UCF and the Association; and

WHEREAS, Bank is willing to provide, in return for fair compensation, services to the Association in support of these endeavors;

WHEREAS, Association reviews marketing materials in connection with these programs in order to evaluate the quality of information made available to alumni;

WHEREAS, UCFF and the Association desires to provide services and benefits to its members and constituents in support of the University of Central Florida in return for a royalty payment by Bank;

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

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

1. DEFINITIONS

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

“Agreement” means this agreement and Schedules A and B.

“Contract Year” means the period from the Effective Date through June 30, 2008, and each twelve month period thereafter from July 1 through June 30 during the term of the Agreement.

“Credit Card Account” means a credit card account opened in response to marketing efforts made pursuant to the Program.

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

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

“Deposit Account” means a consumer deposit account opened in response to marketing efforts made pursuant to the Program.

“Emerging Credit Card Account” means a Credit Card Account coded by Bank with one of Bank’s risk management identifiers.

“Emerging Credit Card Reward Account” means an Emerging Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program.

“Emerging Reward Enhancement” means the loyalty reward consumer Credit Card Account enhancement as provided through Bank and offered as part of the Program for Emerging Credit Card Reward Accounts. The Reward Enhancement may be marketed under another name(s) (e.g., World Points), as determined by Bank from time to time, in its sole discretion.

“Financial Service Product” means any credit card program, charge card program, debit card program, installment loan program, revolving loan program, deposit program and travel and entertainment card program, but does not include any loans to current students the purpose of which is for the lender to pay for tuition, books and miscellaneous school expenses.

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

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

“Information” has the meaning ascribed to such word in Section 8.

“Mailing List” means an updated and current list and/or magnetic tape (in a format designated by Bank) containing non-duplicate names with corresponding valid postal addresses and, when available and telephone numbers (including area codes) of all Members who are at least eighteen years of age, segmented by zip codes or reasonably selected membership characteristics and as maintained by UCFF in the ordinary course of its business, as long as the information is in a useable format for Bank.

“Member” means students and supporters of UCF, alumni of UCF, and members of the Association and/or other potential participants mutually agreed to by UCFF and Bank.

“Program” means those programs and services of the Financial Service Products Bank agrees to offer pursuant to this Agreement to the Members from time to time.

“Reward Credit Card Account” means a Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program.

“Reward Enhancement” means the loyalty reward Credit Card Account enhancement as provided through Bank and offered as part of the Program for Reward Credit Card Accounts. The Reward Enhancement may be marketed under another name (e.g. World Points), as determined by Bank from time to time, in its sole discretion.

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

“UCF Affiliate” means any entity which, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with UCF or UCFF.

2. RIGHTS AND RESPONSIBILITIES OF UCF

- (a) UCFF will not be held responsible for the repayment of any unrecouped Advances and/or Guarantees from the Original Agreement.
- (b) UCFF agrees that during the term of this Agreement it will endorse the Program exclusively and that neither UCFF, UCF nor any UCF Affiliate will, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss in writing with any organization (other than Bank) the providing of, any Financial Service Products of any organization other than Bank; (ii) license or allow others to license or use the Trademarks in relation to or for promoting any Financial Service Products of any entity other than Bank; and (iii) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than Bank. Notwithstanding anything else in this Agreement to the contrary, UCFF, UCF and UCF Affiliates may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by UCFF, UCF or any UCF Affiliate of said financial institution or advertising for a Financial Service Product. UCFF, UCF and UCF Affiliates may also recognize any financial institution as a donor or identify any financial institution as providing services that do not fall within the definition of Financial Service Product to UCFF, UCF or a UCF Affiliate.
- (c) Notwithstanding Section 2(b) above, the parties have agreed that the exclusivity provided in this Agreement for Financial Service Products shall not prohibit Fairwinds Credit Union (the "Credit Union") from offering an endorsed debit card program using Trademarks that are only used by the Association ("CU Debit Program"). UCFF agrees that for the CU Debit Program UCFF will only permit the Credit Union to use Trademarks that are only associated with the Association. UCFF shall not permit the Credit Union to market the CU Debit Program except within the Credit Union's branches. UCFF agrees that it shall not and it shall ensure that UCF and any UCF Affiliate does not directly or indirectly, market, sponsor or promote the CU Debit Program in any respect.
- (d) Notwithstanding Section 2(b) above, the parties agree that the exclusivity provided in this Agreement for Financial Service Products shall not prohibit the existing UCF and SunTrust Bank (together with any successor provider "SunTrust") relationship, and the card product, described below, including any extension, renewal or substitution of the relationship described below. UCF issues to UCF students a student ID card that can function as debit card on the Interlink and Plus networks if the UCF student opens a SunTrust checking account (the "UCF Card"). The UCF Card is issued and owned by UCF. During the term of the Agreement UCFF agrees that neither UCFF nor UCF: (i) will permit the UCF Card to access any card network other than Interlink and Plus; (ii)

will permit the logos, names or marks of any card network to be on the front or back of the UCF Card (with the exception of Interlink and Plus, which may only be on the back of the UCF Card); (iii) will permit any logo, name or mark associated with SunTrust on the front of the UCF Card; (iv) will permit any logo, name or mark associated with any bank, financial institution or finance company (other than SunTrust) on the front or back of the UCF Card or (v) will permit SunTrust to use the Trademarks in connection with the UCF Card or any other Financial Service Product, other than the name of SunTrust on the back of the UCF Card.

- (e) UCFF agrees to provide Bank with such information and assistance as may be reasonably requested by Bank in connection with the Program.
- (f) UCFF authorizes Bank to solicit Members by mail, direct promotion, internet, advertisements and/or telephone for participation in the Program.
- (g) For the purposes of protecting the quality and use of its Trademark, UCFF will have the right of prior approval of all Program advertising and solicitation materials to be used by Bank, which contains a Trademark; such approval will not be unreasonably withheld or delayed. In the event that Bank incurs a cost because of a change in the Trademarks (e.g., the cost of reissuing new credit cards), Bank may deduct such costs from Royalties due UCFF. In the event such costs exceed Royalties then due UCFF, UCFF will promptly reimburse Bank for all such costs. Bank agrees to not maintain an inventory of credit card plastics that is commercially unreasonable.
- (h) Upon the request of Bank, UCFF will provide Bank with the Mailing List free of any additional charge (i.e., in addition to UCFF's receipt of Royalties); provided, however, that UCFF will not include in any Mailing List the name and/or related information regarding any person who has expressly requested that UCFF not provide his/her personal information to third parties. In the event that Bank incurs a cost because of a charge assessed by UCFF or its agents for an initial Mailing List or an update to that list, Bank may deduct such costs from Royalties due UCFF. UCFF will provide the first full Mailing List, containing at least one hundred three thousand (103,000) non-duplicate names with all corresponding information, as soon as possible but no later than thirty (30) days after UCFF's execution of this Agreement.
- (i) UCFF will, and will cause UCF and any UCF Affiliates to, only provide information to or otherwise communicate with Members or potential Members about the Program with Bank's prior written approval, except for current advertising and solicitation materials provided by Bank to UCFF. Notwithstanding the above, UCFF may respond to individual inquiries about the Program from its Members on an individual basis, provided that said responses are accurate and consistent with the then-current materials provided by Bank to UCFF. Any correspondence received by UCFF that is intended for Bank (e.g.,

applications, payments, billing inquiries, etc.) will be forwarded to the Bank account executive via overnight courier within 24 hours of receipt. All charges incurred for this service will be paid by Bank.

- (j) UCFF hereby grants Bank and its affiliates a limited, exclusive license to use the Trademarks solely in conjunction with the Program, including the promotion thereof. This license will be transferred upon assignment of this Agreement. This license will remain in effect for the duration of this Agreement and will apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization, or individual. UCFF will provide Bank all Trademark production materials (e.g., camera ready art) in a form currently maintained by UCFF required by Bank for the Program, as soon as possible but no later than thirty (30) days after UCFF's execution of this Agreement. Nothing stated in this Agreement prohibits UCFF, UCF or any UCF Affiliates from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products, and, except as provided herein.
- (k) Any other Financial Service Product to be offered under the Program to UCFF by Bank will be addressed in a separate written agreement or an addendum to this Agreement to clarify the royalty nature of payments under this Agreement.

3. RIGHTS AND RESPONSIBILITIES OF BANK

- (a) Bank will design, develop, maintain, and administer the Program for the Members.
- (b) Bank will design all advertising, solicitation, and promotional materials with regard to the Program. Bank reserves the right of prior written approval of all advertising and solicitation materials concerning or related to the Program which may be developed by or on behalf of UCFF. Bank agrees to meet with UCFF every 6 (six) months to review upcoming Program marketing initiatives.
- (c) Bank will bear all costs of producing and mailing materials for the Program and the cost of updating any materials, including cards and other products except as provided for herein.
- (d) Bank will make all credit decisions and will bear all credit risks with respect to each Customer's account(s) independently of UCFF.
- (e) Bank will use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and will not permit those entities handling these Mailing Lists to use them for any other purpose. Bank will have the sole right to designate Members on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and will remain the sole property of UCFF. However, Bank may maintain separately all information that it obtains as a result of an

account relationship or an application for an account relationship. This information becomes a part of Bank's own files and will not be subject to this Agreement; provided however that Bank will not use this separate information in a manner that would imply an endorsement by UCFE.

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

4. REPRESENTATIONS AND WARRANTIES

- (a) UCFE and Bank each represents and warrants to the other that as of the Effective Date and throughout the term of this Agreement:
- (i) It is duly organized, validly existing and in good standing.
 - (ii) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
 - (iii) This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.
 - (iv) No consent, approval, or authorization from any third party is required in connection with the negotiation, execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect.
 - (v) The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.
- (b) UCFE represents and warrants to Bank as of the date hereof and throughout the term of this Agreement that it has the right and power to license the Trademarks

to Bank for use as contemplated by this Agreement, and to provide the Mailing List(s) to Bank for the promotion of the Program.

5. CROSS INDEMNIFICATION

UCFF and Bank each will indemnify and hold harmless the other party, its directors, officers, agents, employees, affiliates, insurers, successors and assigns (the "Indemnitees") from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith ("Losses"), resulting from the material breach of this Agreement by UCFF or Bank, respectively as the case may be, or its directors, officers or employees. UCFF will indemnify and hold harmless Bank and its Indemnitees from and against Losses arising from the Trademark license granted herein or from Bank's use of the Trademarks in reliance thereon or from use of any Mailing List(s) by Bank for the promotion of the Program. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints that may reasonably result in the indemnification by the other party

6. ROYALTIES

- (a) During the term of this Agreement, Bank will pay Royalties to UCFF. Royalties will not be paid without a completed Schedule B (W-9 Form). Except as otherwise provided in Schedule A, payment of Royalties then due will be made approximately forty-five (45) days after the end of each calendar quarter.
- (b) On or before the forty fifth (45th) day after the end of each calendar quarter during the term of this Agreement, Bank will provide UCFF with a statement showing the number of Credit Card Accounts opened, the number of Credit Card Accounts renewed and the number of retail purchase transactions (excluding those transactions that relate to refunds, returns and unauthorized transactions), made during the preceding calendar quarter on Credit Card Accounts.

7. PROGRAM ADJUSTMENTS

Bank reserves the right to make periodic adjustments to the Program as it affects Members and its terms and features. In addition, Customers may be offered opportunities to select credit protection as a benefit under the Program and other services.

8. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("Information") are confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as

permitted under this Agreement or as mutually agreed in writing. Bank and UCFF will be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the Information as confidential in the above described manner and (ii) as required by law or requested by any governmental regulatory authority.

9. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on June 30, 2014.

10. STATE LAW GOVERNING AGREEMENT

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

11. TERMINATION

- (a) In the event of any material breach of this Agreement by Bank or UCFF, the other party may terminate this Agreement by giving notice, as provided herein, to the breaching party. This notice will (i) describe the material breach; and (ii) state the party's intention to terminate this Agreement. If the breaching party does not cure or substantially cure such breach within sixty (60) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement will terminate sixty (60) days after the Cure Period.
- (b) If either Bank or UCFF becomes insolvent in that its liabilities exceed its assets or it is unable to meet or it has ceased paying its obligations as they generally become due, or it is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.
- (c) Upon the expiration or earlier termination of this Agreement, Bank will, in a manner consistent with Section 11(d) of this Agreement, cease to use the Trademarks. Bank agrees that with respect to the period following the expiration or earlier termination of this Agreement, it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists. However, Bank may conclude all solicitation that is required by law.
- (d) Bank shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement to be communicated by UCFF, UCF and/or UCF Affiliate to its Member. Such approval shall not be unreasonably withheld. Upon termination of this

Agreement, UCFB shall not attempt to cause the removal of UCFB's identification or Trademarks from any person's credit devices, check or records of any Customer existing as of the Effective Date of the termination of this Agreement.

- (e) In the event that any material change in any applicable law, statute, operating rule or regulation, or any material change in any operating rule or regulation of VISA, MasterCard or American Express makes the continued performance of this Agreement under the then current terms and conditions unduly burdensome, then Bank will have the right to terminate this Agreement upon ninety (90) days advance written notice. Such written notice will include an explanation and evidence of the burden imposed as a result of such change.

12. MISCELLANEOUS

- (a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.
- (b) The obligations in Sections 5, 8, 11(c), and 11(d) will survive the expiration or any earlier termination of this Agreement.
- (c) The failure of any party to exercise any rights under this Agreement will not be deemed a waiver of such right or any other rights.
- (d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.
- (e) If any part of this Agreement will for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability will not affect the remainder of this Agreement which will survive and be construed as if such invalid or unenforceable part had not been contained herein.
- (f) All notices relating to this Agreement will be in writing and will be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices will be addressed as follows:

- (1) If to UCFB:

University of Central Florida Alumni Association
Administration Building, Room 340
Orlando, Florida 32816

ATTENTION: Mr. Tom Messina
Director of Alumni Relations

Fax #: (407) 823-0172

with a copy to:

Robert J. Holmes, CEO
UCF Foundation, Inc.
12424 Research Parkway
Suite 250
Orlando, Florida 32816

(2) If to Bank:

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

ATTENTION: Lou Ziccarelli
Card Group Sr. Sales Executive

Fax #: (302) 432-0469

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

- (g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein, including, without limitation, the Original Agreement. Bank may utilize the services of any third party in fulfilling its obligations under this Agreement. Certain Financial Service Products or services under this Agreement may be offered through Bank's affiliates.
- (h) Bank and UCFE are not agents, representatives or employees of each other and neither party will have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Agreement.
- (i) Nothing expressed or implied in this Agreement is intended or will be construed to confer upon or give any person other than UCFE and Bank, their successors and assigns, any rights or remedies under or by reason of this Agreement.
- (j) Neither party will be in breach hereunder by reason of its delay in the performance of or failure to perform any of its obligations herein if such delay or failure is caused by strikes or other labor disputes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance

with governmental laws, rules, regulations, delays in transit or delivery, or any event beyond its reasonable control or without its fault or negligence.

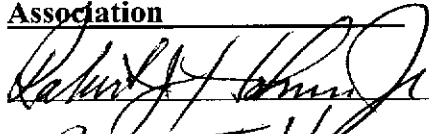
- (k) This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

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

University of Central Florida
Foundation, Inc. on behalf of
itself and the University of
Central Florida Alumni
Association

FIA Card Services, N.A.

By:



By:



Name:

ROBERT J. HOLMES JR

Name:

DAVID BOOTH

Title:

Chief Executive officer

Title:

SUP

Date:

4/8/2008

Date:

4.15.08

SCHEDULE A

ROYALTY ARRANGEMENT

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

A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$1.00 (one dollar) for each Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such royalty will be paid for each Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.40% (forty basis points) of all retail purchase transaction dollar volume generated by Customers using a Student Credit Card Account (a "Student Credit Card Account" is a Credit Card Account opened through an application coded by Bank as a student application) (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using an Alumni Credit Card Account (an "Alumni Credit Card Account" is a Credit Card Account that is not a Student Credit Card Account) (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).

B. REWARD CREDIT CARD ACCOUNTS

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

1. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account or for any Reward GIP Account.
2. \$1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of the Reward Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using a Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, bets, lottery tickets, or casino gaming chips)).

C. EMERGING CREDIT CARD ACCOUNTS

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

1. \$1.00 (one dollar) for each new Emerging Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Emerging Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.

2. \$1.00 (one dollar) for each Emerging Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Emerging Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of the Emerging Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using an Emerging Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, bets, lottery tickets, or casino gaming chips)).

D. CONSUMER GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new Gold Reserve Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain Gold Reserve Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those Gold Reserve Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty (60) days of the end of the calendar year.

E. CONSUMER GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new Gold Option Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain Gold Option Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only

those Gold Option Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty (60) days of the end of the calendar year.

F. DEPOSIT ACCOUNTS

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

1. \$10 (ten dollars) for each new checking account opened under the Program which has a positive balance of at least \$50.00 (fifty dollars) as of the ninetieth day from the account opening date. An additional \$5.00 (five dollars) for every checking account opened under the Program that has a positive balance of at least \$50.00 (fifty dollars) on each subsequent anniversary of the account opening date. Payments will be made within forty-five (45) days after the end of each calendar quarter.
2. 0.10 % (ten one-hundredths of one percent) of Net New Purchases (as defined below) paid within forty-five (45) days after the end of each calendar quarter. Customers will also be eligible to participate in Bank's Keep The Change™ savings program and, subject to the rules of such savings program, will receive the Bank's standard savings match under such program.

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

G. PAYMENTS AND ROYALTY ADVANCES

1. Within thirty (30) days after full execution of this Agreement, Bank shall pay to UCFF the sum of seven hundred thousand dollars (\$700,000)(an "Advance"), and on each May 31, 2008, January 31, 2009, January 31, 2010, January 31, 2011, January 31, 2012, January 31, 2013 and January 31, 2014 during the term of this Agreement, Bank shall pay to UCFF the sum of three hundred thousand dollars

(\$300,000) (each also, an "Advance"), all as an advance against future Royalties, subject to the provisions set forth below:

All Royalties accrued shall, in lieu of direct payment to UCFF, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to UCFF as set forth in this Agreement. Notwithstanding the foregoing, (x) Bank shall no longer be obligated to pay any additional Advances to UCFF hereunder, and (y) UCFF hereby promises to pay Bank upon demand an amount equal to the difference between the total amount of the Advance(s) paid by Bank and the total amount of accrued Royalties credited by Bank against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (vi) below should occur:

- (i) the Agreement is terminated prior to the end of the initial term as stated in this Agreement as of the Effective Date;
 - (ii) UCFF breaches any of its obligations under this Agreement;
 - (iii) Bank is prohibited or otherwise prevented from conducting at least five (5) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
 - (iv) Bank is prohibited or otherwise prevented from conducting at least five (5) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
 - (v) UCF or any UCF Affiliate endorses, markets, sponsors, or promotes, any Financial Service Products by any entity other than Bank or other than as specifically permitted in Sections 2(c) and 2(d) of this Agreement; and
 - (vi) Bank is prohibited or otherwise prevented from conducting direct promotion campaigns on UCF's campus(es) or at any UCF athletic event during each consecutive twelve month period during the term of the Agreement.
2. If during any given year(s) during the initial term of this Agreement Bank recoups all prior Advances paid by it to UCFF in prior years, and pays UCFF Royalties accrued by UCFF over and above the Royalties used by Bank to recoup such prior Advances (the "Paid Out Royalties"), then Bank may reduce the amount of any subsequent Advance(s) due by the amount of any such Paid Out Royalties.

H. ROYALTY GUARANTEE

UCFF shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than two million eight hundred thousand dollars (\$2,800,000) (the "Guarantee Amount") by June 30, 2014, subject to the provisions set forth below. If on June 30, 2014 UCFF has not

accrued \$2,800,000 in Royalties, Bank will pay UCFF an amount equal to the Guarantee Amount minus the sum of all compensation accrued by UCFF during the initial term of this Agreement and all unrecouped Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of Bank hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection G.1., above.

I. ACTIVE ACCOUNT BONUS AND OUTSTANDINGS BONUS

During the term of this Agreement, but subject to the conditions below, Bank shall pay to UCFF an annual bonus royalty based on the growth of active credit card accounts (each, an "Active Account Bonus Royalty") and based on the growth of the Credit Card outstanding loan balances (each an "Outstandings Bonus Royalty"). The Active Account Bonus Royalty shall be paid based on the incremental growth between the total amount of active Credit Card Accounts at the end of a Contract Year compared to the active Credit Card Accounts at the end of the prior Contract Year. The Outstandings Bonus Royalty shall be paid based on the incremental growth of Credit Card Accounts outstandings achieved at the end of a Contract Year compared to the Credit Card Account outstandings at the end of the prior Contract Year according to the graph below. Both the Active Account Bonus Royalty and the Outstandings Bonus Royalty shall be paid on or before the forty-five (45th) day following the end of the applicable Contract Year.

Active Account Growth Goal	Active Account Bonus Royalty	Growth In Outstandings	Outstandings Bonus Royalty
Less than 225	\$0	Less than \$900,000	\$0
225 - 349	\$20,000	\$900,000 – \$1,399,999	\$20,000
350 - 474	\$30,000	\$1,400,000- \$1,899,999	\$30,000
475-599	\$40,000	\$1,900,000- \$2,449,999	\$40,000
600-724	\$50,000	\$2,450,000- \$2,999,999	\$50,000
725-849	\$60,000	\$3,000,000- \$3,599,999	\$60,000
850-974	\$70,000	\$3,600,000- \$4,249,999	\$70,000
975-1,099	\$80,000	\$4,250,000-	\$80,000

		\$4,899,999	
1,100-1,224	\$90,000	\$4,900,000- \$5,599,999	\$90,000
1,225 or above	\$100,00	\$5,600,000 or above	\$100,000

Notwithstanding the foregoing, this Active Account Bonus Royalty and Outstandings Bonus Royalty and any obligation of Bank hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection G.1., above.

ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into this 1st day of May, 2010 (the "Addendum Effective Date") by and between University of Central Florida Foundation, Inc. ("UCFF"), and FIA Card Services, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, UCFF and Bank are parties to an Amended and Restated Affinity Agreement dated as of July 1, 2007 as the same may have been amended (the "Agreement"), wherein Bank provides certain financial services to certain persons included in certain lists provided to Bank by or on behalf of UCFF; and

WHEREAS, UCFF and Bank mutually desire to modify the Agreement as provided for herein.

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. Section 1 of the Agreement is hereby amended by adding the following new definition:

"Student Credit Card Account" is a Credit Card Account opened through an application coded by Bank as a student application."
3. Section 1 of the Agreement is hereby amended by deleting the following terms and accompanying definitions: "Gold Option Account" and "Gold Reserve Account".
4. Section 2(f) is hereby deleted from the Agreement in its entirety and replaced with the following Section 2(f):

"(f) UCFF authorizes Bank to solicit Members by mail, direct promotion, internet, advertisements or banking centers for participation in the Program."
5. The following sentence is hereby added to the accompanying definition of the term "Mailing List" in Section 1:

"As of the Addendum Effective Date, and for the remainder of the term and any renewal terms, the Mailing List will not contain the names of students of University of Central Florida."
6. The parties agree that as of the Addendum Effective Date, and for the remainder of the term and any renewal terms, Bank will not pay Royalties to UCFF for Student Credit Card Accounts. For clarity, Student Credit Card Accounts will be excluded from calculating the Active Account Bonus and Outstandings Bonus in Section I of Schedule A.
7. Section 12(f)(2) of the Agreement is hereby deleted in its entirety and replaced by the following new Section 12(f)(2):

"(2) If to FIA:

FIA Card Services, N. A.
MS DE5-004-04-02

1100 North King Street
Wilmington, Delaware 19884

ATTENTION: Contract Administration

Fax #: (302) 432-1821

8. Section A of Schedule A is hereby deleted from the Agreement in its entirety and replaced with the following new Section A:

***A. CREDIT CARD ACCOUNTS**

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Credit Card Account's opening for at least one purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$1.00 (one dollar) for each Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Credit Card Account that: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve (12) months.
3. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using a Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).

9. Sections D and E of Schedule A are hereby deleted from the Agreement in their entirety.

10. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. Certain Financial Service Products or services under the Agreement may be offered through Bank's affiliates.

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

UNIVERSITY OF CENTRAL FLORIDA
FOUNDATION, INC., on behalf of itself and
The University of Central Florida
Alumni Association

FIA CARD SERVICES, N.A.

By: [Signature]
Name: RJ HUNTER, JR
Title: C.E.O.
Date: 5/19/2010

By: [Signature]
Name: MICHAEL L. PROSSER JR
Title: SVP
Date: 6-22-2010

Legal Content Approved
VCC 5/13/10