

**AMENDED AND RESTATED  
AFFINITY AGREEMENT  
UNIVERSITY OF SOUTHERN CALIFORNIA**

This Agreement is entered into as of this 1<sup>st</sup> day of August 1, 2006 (the "Effective Date") by and between FIA Card Services, N.A., f/k/a MBNA America Bank, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("Bank"), and University of Southern California, a non profit corporation having its principal place of business in Los Angeles, California ("USC"), for themselves, and their respective successors and assigns.

WHEREAS, USC and Bank are parties to an Amended and Restated Affinity Agreement dated as of August 1, 2000, as the same has been amended (the "Original Agreement"), wherein Bank provides certain financial service products to certain persons included in certain lists provided to Bank by or on behalf of USC; and

WHEREAS, USC and Bank mutually desire to amend and restate the Original Agreement;

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

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A and B and Attachments #1 and #2.
- (b) "Contract Year" means the twelve (12) month period following the Effective Date and each twelve (12) month period following the anniversary of the Effective Date.
- (c) "Credit Card Account" means a consumer credit card account opened in response to marketing efforts made pursuant to the Program. A "Non-Student Credit Card Account" is a Credit Card Account where the primary applicant is a Non-Student Customer. A "Student Credit Card Account" is a Credit Card Account where the primary applicant is a Student Customer.
- (d) "Customer" means any Member who is a participant in the Program. Each Customer shall be classified as only one of the following, as applicable:
  - (i) "Student Customer" means a Customer who is identified by USC or the Customer as an undergraduate or graduate student of USC.

- (ii) "Non-Student Customer" means a Customer who is not a Student Customer, and shall include but not be limited to alumni, friends, faculty and staff of USC, and athletic season ticket holders, individual game purchasers, athletic donors and athletic event attendees who are not Student Customers.
- (e) "Financial Service Products" means any credit card program, charge card program, debit card program, unsecured revolving loan program, and travel and entertainment card program (and for the purposes of clarity shall exclude the following: any student loan program, mortgage loan program, automobile loan program, checking account, merchant card processing program, pre-paid calling card program, telephone service from a telephone company, long distance calling card program, automobile rental program, and any corporate travel, purchase or procurement card program for USC employees).
- (f) "GIP Account" means a Credit Card Account opened pursuant to a GIP in which USC complies with the GIP provisions of this Agreement.
- (g) "Group Incentive Program" or "GIP" means any marketing or other program whereby USC conducts and funds solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.
- (h) "Gold Option Account" means a GoldOption® (as such service mark may be changed by Bank, in its sole discretion, from time to time) unsecured revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.
- (i) "Gold Reserve Account" means a GoldReserve® (as such service mark may be changed by Bank, in its sole discretion, from time to time) unsecured revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.
- (j) "Mailing List" means an updated and current list and/or magnetic tape (in a mutually agreeable format) containing non-duplicate names with corresponding valid postal addresses and, when available, telephone numbers (including area codes) and e-mail addresses of all Members who are at least eighteen (18) years of age, segmented by zip codes or reasonably selected membership characteristics.
- (k) "Member" means (i) alumni of USC; (ii) friends, faculty and staff of the USC; (iii) fans, ticket holders, donors and contributors of any USC athletic team or the Athletic Department; (iv) undergraduate and graduate students of USC; and/or (v) other potential participants mutually agreed to by USC and Bank.
- (l) "Program" means those programs and services of the Financial Service Product Bank agrees to offer pursuant to this Agreement to the Members from time to time.

- (m) "Reward Credit Card Account" means a Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program.
- (n) "Reward GIP Account" means a Reward Credit Card Account opened pursuant to a GIP in which USC complies with the GIP provisions of the Agreement.
- (o) "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.
- (p) "Royalties" means the compensation set forth in Schedule A.
- (q) "Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by USC or any USC Affiliate during the term of this Agreement.
- (r) "USC Affiliate" means any entity which, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control of USC.

## 2. RIGHTS AND RESPONSIBILITIES OF USC

- (a) USC agrees that during the term of this Agreement it will endorse the Program exclusively and that neither USC nor any USC Affiliate shall, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, market or provide 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; (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 and (iv) allow in its facilities (including, but not limited to, the USC Athletic Department's facilities) the promotion of any Financial Service Product of any entity other than Bank. Notwithstanding anything else in this Agreement to the contrary, (W) USC may accept advertising or sponsorships (e.g. sponsorship of events, naming rights of facilities) from any financial institution provided that the advertisement or sponsorship does not contain an express or implied endorsement by USC of any Financial Service Product of any entity other than Bank; (X) any Financial Service Product currently offered and provided only by the USC credit union shall not be a violation of this Section 2(a); and (Y) the credit device that uses a closed, proprietary payment network and that is provided by USC for student, faculty and employee purchases only at USC and designated local venues, currently referred to as the USCard, shall be an exception to the exclusivity granted to Bank in this Section 2(a).
- (b) USC agrees to provide Bank with such information and assistance as may be reasonably requested by Bank in connection with the Program.

(c) USC authorizes Bank to solicit Members by mail, direct promotion, internet, banking centers, advertisements and/or telephone for participation in the Program. USC agrees that Bank will have access to USC events and facilities (including, but not limited to Athletic events and Athletic Department facilities and events) to market the Program in its usual and customary manner, with respect to the size, location and number of tables and signage, around and within the event and facilities. USC agrees that it shall market the Program using Member e-mails from time to time in a manner mutually agreed to by USC and Bank.

(d) USC shall have the right of prior approval of all materials (including, but not limited to, credit card designs) to be used by Bank which contain a Trademark; such approval shall not be unreasonably withheld or delayed. In the event that Bank incurs a cost because of a change in the Trademarks (*e.g.*, the cost of reissuing new credit cards) for which change USC does not provide Bank with at least 180 days prior written notice, USC shall promptly reimburse Bank for all such costs.

(e) Within thirty (30) days following the request of Bank, USC shall provide Bank with the Mailing List free of any charge; provided, however, that USC shall not include in any Mailing List the name and/or related information regarding any person who has expressly requested that USC not provide his/her personal information to third parties. In the event that Bank incurs a cost because of a charge assessed by USC or its agents for an initial Mailing List or an update to that list, Bank may deduct such costs from Royalties due USC. USC shall provide the first Mailing List, containing at least one hundred eighty thousand (180,000) non-duplicate names with all corresponding information, as soon as possible but no later than thirty (30) days after USC's execution of this Agreement.

(f) USC shall, and shall cause any USC 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 USC. Notwithstanding the above, USC 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 USC. Any correspondence received by USC that is intended for Bank (*e.g.*, applications, payments, billing inquiries, etc.) shall be forwarded to the Bank account executive via overnight courier within one business day of receipt. All charges incurred for this service will be paid by Bank.

(g) USC hereby grants Bank and its affiliates a limited, exclusive license to use the Trademarks solely in conjunction with the Program, including the promotion thereof. All credit cards issued under the Program shall bear the Trademarks. This license shall be transferred upon assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. USC shall provide Bank all Trademark production materials (*e.g.*, digital art) required by Bank for the Program, as soon as

possible but no later than thirty (30) days after USC's execution of this Agreement. Nothing stated in this Agreement prohibits USC 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. Bank agrees that any Program marketing or tabling material at USC facilities may not contain "Bank of America", the flagscape mark or any intellectual property not associated with Bank's credit card business (collectively, "Bank of America Marks"). Bank agrees that the Bank of America Marks will only be used in connection with a depiction or description of the USC credit card offered under this Agreement. Bank also agrees that the Program credit card device will not contain "Bank of America" on the front of the card. Furthermore, Bank recognizes that any person who has collegiate eligibility remaining cannot have his or her name or facsimile utilized on or in connection with any commercial product. Therefore, in producing any premium or other marketing material for the Program, Bank shall neither encourage nor participate in any activity that would cause an athlete or USC to violate any rule of the National Collegiate Athletic Association or the Pacific-10 Conference. Moreover, Bank acknowledges and agrees that no license is being granted hereunder to utilize the name, face or likeness of any current or past USC athlete in any way without the prior express written approval of the athlete and USC.

(h) USC shall permit Bank to advertise the Program at prominent locations within the internet site(s) of USC (including, but not limited to, prominent locations within the internet sites that are related to the USC athletic department and/or USC sports, the USC alumni and the USC bookstores.). Bank may establish a "hot-link" from such advertisements to another internet site to enable a person to apply for a Credit Card Account. Any Credit Card Accounts generated pursuant to such a "hot-link" shall entitle USC to the GIP compensation set forth in Schedule A, subject to the other terms and conditions of this Agreement. USC shall modify or remove such advertisements within twenty-four (24) hours of Bank's request.

(i) Bank shall have the right to use the Trademarks on premiums (e.g. tee shirts, bobble heads, towels, etc.) to be given to prospective Customers as incentive to apply for a Credit Card Account. USC shall have final approval of the use and appearance of the Trademarks used on such premiums. Bank shall require that any vendor it uses shall have, or obtain, and maintain USC's standard trademark license. Bank agrees that any premiums bearing the Trademarks produced by Bank or its vendors (i) shall be used only for the Program and (ii) may not include Bank's or any of its affiliates' trademarks or logo. Bank understands and acknowledges that USC is an affiliate of the Fair Labor Association ("FLA"). Accordingly, Bank hereby agrees that any vendor it uses to produce premiums bearing the Trademarks must be in a full compliance with the FLA Workplace Code of Conduct set forth on Attachment #1 (the "Code"). To the extent any such vendor is determined to be in violation of the Code, Bank agrees to immediately cease use of such vendor. Bank will not be required to pay amounts to any third party (e.g., any producer, licensor(ee) or manufacturer of such premiums) as royalties or other compensation otherwise due directly or indirectly to or on behalf of USC or an USC Affiliate for such premiums. USC agrees to waive such payments from any such third party(ies) (and/or to cause the usual recipient(s) only to the extent contractually possible in the event of a third party recipient, of such payments to waive such payments), and to execute and deliver (and/or to

cause the usual recipient(s) of such payments to execute and deliver) to Bank such additional documentation as may be necessary or appropriate to give effect to this waiver. If a third party should refuse to give effect to USC's waiver by reducing the price to Bank for such gifts or premiums by the applicable amount (or any person will otherwise prevent the realization of this benefit by Bank), then USC shall promptly reimburse Bank for such applicable amount(s) and, if USC fails to do so, Bank is entitled to deduct such applicable amount(s) from all Royalties and/or Advance payments otherwise due USC.

(j) If USC decides to offer or renews any program for any financial service or product not included within the definition of Financial Service Products, USC shall first offer such program to Bank and negotiate in good faith with Bank regarding such program before offering the program to any other entity.

(k) USC agrees that it shall not, and it shall cause the USC Affiliates to not, prohibit or otherwise prevent Bank from conducting any of the following marketing campaigns during each consecutive twelve month period during the term of the Agreement:

(i) at least 5 (five) Bank-conducted direct mail campaigns to the full updated Mailing List;

(ii) at least 5 (five) Bank-conducted telemarketing campaigns to the full updated Mailing List;

(iii) at least 2 (two) inclusions in USC served e-mail notices or newsletters to the full updated and opted-in Mailing List;

(iv) direct promotion campaigns (e.g., tabling and postering) at major campus or athletic events; or

(v) marketing the Program as set forth in Section 2(h).

(l) During the term of this Agreement, Bank will permit USC to include statement inserts in Customer billing statements. The timing and content of such inserts will be mutually agreed to by the parties. The inserts may include promotions of various USC events and USC products or services (other than financial services or financial products) that are mutually agreed upon by the parties. USC shall be responsible for the cost to produce such inserts as well as any increase in Bank's postage as a result of such insertions. Notwithstanding the above, all billing statement insertion materials shall be subject to: (i) the then applicable Bank's size, quality scheduling, procedural and weight requirements; (ii) Bank's obligation to include in its billing statement any inserts required by Visa, American Express and/or MasterCard regulations, by federal or Delaware state law, or any other required legal notice or collection/delinquency notice; (iii) any Customer imposed restrictions on such insertions; and (iv) USC delivering to Bank in the time period required by Bank (which may change from time to time) the approved inserts in time for Bank to include in the agreed upon billing period.

### 3. RIGHTS AND RESPONSIBILITIES OF BANK

- (a) Bank shall design, develop and administer the Program for the Members, at no cost to USC, except for GIP as set forth in Section 11 of this Agreement or as otherwise expressly set forth in this Agreement.
- (b) Bank shall design all advertising, solicitation and promotional materials with regard to the Program, including any banking center signage and applications. 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 USC.
- (c) Bank shall bear all costs of producing and mailing materials for the Program, except as set forth in Section 11 or as otherwise expressly set forth in this Agreement.
- (d) Bank shall make all credit decisions and shall bear all credit risks with respect to each Customer's account(s) independently of USC. Bank acknowledges USC's concern with respect to the amount of credit available to, and the responsible use of credit by, students. Bank shall provide educational materials on credit to Student Customers consistent with Bank's then current materials made available to its student customers in general, and Bank shall provide a reasonable credit limit to Student Customers consistent with Bank's then current underwriting guidelines and prudent lending practices.
- (e) Bank shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and for only the Program and shall not permit those entities handling these Mailing Lists to use them for any other purpose. Bank will destroy each Mailing List upon receipt of a replacement Mailing List from USC and will maintain a file transfer protocol internet site for purposes of delivering Mailing Lists. Bank shall have the sole right to designate Members on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and shall remain the sole property of USC. Upon termination or expiration of the Agreement, Bank shall return to USC or destroy all copies of the Mailing List; provided, however, Bank may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of Bank's own files and shall not be subject to this Agreement; provided however that Bank will not use this separate information in a manner that would imply an endorsement by USC (e.g., the use of the USC endorsement or Trademark to offer other products not set forth in Schedule A).

### 4. REPRESENTATIONS AND WARRANTIES

- (a) USC 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) USC 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. USC will hold Bank, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse Bank's reasonable and actual costs in connection therewith (including attorneys' fees), arising from the Trademark license granted herein or from Bank's use of the Trademarks in reliance thereon, or from the use of any Mailing List(s) by Bank for the promotion of the Program. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such license or the use of any Trademarks.

## 5. ROYALTIES

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

(b) On or before the forty fifth (45th) day after the end of each calendar quarter during the term of this Agreement, Bank will provide USC 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. Bank will also provide to USC on a quarterly basis the following: reports on marketing results (by channel and by campaign), the number of Members solicited, response rates, approval rates, gross approved Credit Card Accounts, and number of activated Credit Card Accounts. Both parties agree to hold an annual marketing meeting to address ideas for new account generation, including testing the offer of USC Rewards for Credit Card Account acquisition in direct mail and other marketing materials, and to discuss Program performance and to develop the Program's annual marketing plan detailing both parties' marketing efforts. The parties agree to

periodically discuss during each year performance of the Program and to establish methods to improve Program performance if necessary. Bank will provide USC with an annual report that provides the number of open Credit Card Accounts, the number of active Credit Card Accounts, the average retail spend per active Credit Card Account at the end of the year and the total outstandings at the end of each quarter within such year.

(c) Bank shall provide to USC upon request, but not more than twice annually, such aggregate information relating to the Credit Card Accounts as is mutually agreed to by Bank and USC in order for USC to allocate Royalties from each Credit Card Account to the particular USC constituency responsible for the source of the Credit Card Account. The process may require matching Customer names against Mailing Lists to ascertain alumni and athletics season ticket holder status and will be subject to Section 12 of this Agreement.

(d) Upon the written request of USC, but no more frequently than one (1) request in any twelve (12) month period, Bank shall provide USC with system reports generated by Bank containing all the information which both (i) formed the basis of Bank's calculation of the Royalties due USC since the last request was made or, if no previous request was made hereunder, for the last four (4) Royalty calculations performed by Bank, and (ii) may be disclosed by Bank without violating any legal rights of any third party or obligation of Bank. Such reports shall be certified by an officer of Bank as to their accuracy; provided, however, that the reports shall be certified as to their accuracy by the nationally recognized independent certified public accountants then being utilized by Bank, at USC's expense, if USC so requests such accountants' certification in its written request(s) for the generation of such reports hereunder. USC's right to request such reports shall survive termination of this Agreement for a six (6) month period.

(e) The parties agree that neither party has any liability to the other for any advance or guarantee extended prior to the Effective Date of this Agreement.

## 6. PROGRAM ADJUSTMENTS

Bank reserves the right to make periodic adjustments to the Program and its terms and features. In addition, Customers may be offered opportunities to select credit protection as a benefit under the Program and other products and services directly related to Credit Card Accounts (e.g. identity theft protection, credit card insurance, etc.) without the consent of USC. Notwithstanding the above, a new financial service product program or any other product or service beyond those set forth on Schedule A will only be offered under the Program to Members pursuant to an addendum fully executed by USC and Bank.

## 7. CONFIDENTIALITY OF AGREEMENT

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

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

8. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on July 31, 2013.

9. STATE LAW GOVERNING AGREEMENT

This Agreement shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles).

10. TERMINATION

(a) In the event of any material breach of this Agreement by Bank or USC, the other party may terminate this Agreement by giving notice, as provided herein, to the breaching party. This notice shall (i) describe the material breach; and (ii) state the party's intention to terminate this Agreement. If the breaching party does not cure or substantially cure such breach within sixty (60) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement shall terminate sixty (60) days after the Cure Period. Bank shall not be obligated to pay any Advances during any such sixty (60) day periods unless USC cures prior to the expiration of the Cure Period.

(b) If either Bank or USC 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 termination of this Agreement, Bank shall, in a manner consistent with Section 10(d) of this Agreement, cease to use the Trademarks. Bank agrees that upon such termination it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Agreement. However, Bank may conclude all solicitation that is required by law. Additionally, Bank agrees to adhere to its standard re-issue policy and not reissue Credit Cards with expiration date in excess of typical terms provided in accordance with Bank's standard and customary practice.

(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 USC or any USC Affiliate to the Members. Such notice shall be factually accurate and

Bank's approval shall be limited to remarks that could be disparaging to Bank, its affiliates, the Program or the Agreement. Such approval shall not be unreasonably withheld. USC shall not be restricted in anyway from communicating to its Members any information about its successor credit card program provided that the communication does not refer to Bank, the Program or its products and services. USC shall have the right to prior review and approval of any notice referring to the termination of this Agreement to be communicated by Bank to the Customers. Such notice shall be factually accurate and USC's approval shall be limited to remarks that could be disparaging to USC or USC Affiliates. Such approval shall not be unreasonably withheld. Upon termination of this Agreement, USC shall not attempt to cause the removal of USC's identification or Trademarks from any person's credit devices, checks or records of any Customer existing as of the effective date of termination of this Agreement.

(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, provided Bank terminates other college and university programs with similar burdens, Bank shall have the right to terminate this Agreement upon ninety (90) days advance written notice. Such written notice shall include an explanation and evidence of the burden imposed as a result of such change.

(f) For a one (1) year period following the termination of this Agreement for any reason, USC agrees that neither USC nor any USC Affiliate shall, by itself or in conjunction with others, directly or indirectly, specifically target any offer of a credit or charge card, or a credit or charge card related product to persons who were Customers. Notwithstanding the foregoing, USC may, after termination of this Agreement, offer persons who were Customers the opportunity to participate in another credit or charge card program endorsed by USC provided the opportunity is not only made available to such persons but rather as a part of a general solicitation to all Members and provided further no such persons are directly or indirectly identified as a customer of Bank, or offered any terms or incentives different from that offered to all Members.

(g) In addition to the requirements of Section 10(d) of this Agreement, USC may, at its sole discretion, communicate to Customers through its own communication channels regarding the termination or expiration of the Program. USC may use a Customer List in accordance with and subject to Section 12 (the contents of such a Customer List will be mutually agreed upon, but will contain the name and address of the individuals on the list), in connection with such communication. Any such communication by USC in connection with, relating to or referring to the termination of the Agreement must adhere to the following conditions:

- a) There shall be no mention of USC's new credit card issuer, nor any link or phone number of such new credit card issuer;

- b) The communication shall be factually accurate and shall not disparage Bank, its affiliates or employees or any Bank or Bank affiliate product or service;
- c) Bank shall have final approval over the content of such notice, such approval not to be unreasonably withheld; and
- d) USC shall be solely responsible for all costs associated with the production and communication of such notice.

(h) Furthermore, at the request of USC, subject to Bank's timely receipt of USC's request ("USC Request") (which USC Request must be received at least 90 days prior to the date before termination of this Agreement that USC desires to include an insert with the Program statements) and timely receipt of the insert materials from USC, Bank will permit USC to include a statement insert in a Customer billing statements immediately prior to termination of this Agreement. The insert shall notify Customers of the termination of the Program and shall not reference any successor program and shall be subject to Bank's prior reasonable approval. USC shall be responsible for the cost to produce such insert as well as any increase in Bank's postage as a result of such insertion. Notwithstanding the above, all billing statement insertion materials shall be subject to: (i) the then applicable Bank's size, quality scheduling, procedural and weight requirements; (ii) Bank's obligation to include in its billing statement any inserts required by Visa, American Express and/or MasterCard regulations, by federal or Delaware state law, or any other required legal notice or collection/delinquency notice; and (iii) any Customer imposed restrictions on such insertions. To the extent USC's insert is superseded by any of the issues noted in the immediately above sentence, Bank will provide USC with insert space in the next available Customer billing statements (subject to the terms and conditions contained in this section).

#### 11. GROUP INCENTIVE PROGRAM

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

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

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

content and continuation of any GIP, such approval and control not be unreasonably exercised.

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

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

## 12. CUSTOMER LIST

(a) Upon USC's request, but in no event more than once a quarter, during the term of this Agreement (provided that notice of a party's intention to terminate the Agreement has not been given), Bank shall provide USC with a list of information (*e.g.*, names and addresses) about Customers as may be mutually agreed upon by the parties (hereinafter the "Customer List"). When used in this Agreement, the term "Customer List" includes any whole or partial copies or compilations of a Customer List in any form or any medium, any information derived solely from a Customer List, and all Customer Information, as hereinafter defined. Notwithstanding any provision of the Agreement, Bank shall not provide any Customer List or Customer Information otherwise required to be provided by it to USC, and may restrict any use by USC of any Customer List or Customer Information which is provided by Bank to USC, if Bank is prohibited from disclosing the same or permitting such use because of any law, regulation, bankwide privacy policy, court order, rule, consent decree, or individual present or former Customer request, or if the provision of such information or its intended use would create an additional regulatory compliance burden on Bank.

(b) USC shall return to Bank each Customer List, in the same form as received by USC within thirty (30) days of receipt of such Customer List. On or before the effective date of termination of the Agreement, USC agrees that it shall: (i) immediately destroy and purge from all its systems all information within each Customer List to the extent that such information in any way relates to Bank, the Program or Credit Card Accounts ("Customer Information"); and (ii) return or destroy within thirty (30) days all Customer Information that is in tangible form, including any and all full or partial copies, or reproductions thereof in any medium whatsoever. All destruction of Customer Lists shall be done in strict accordance with Bank's then current destruction policy. Notwithstanding this Section 13(b), USC may retain a list identifying Members who are Customers for the sole purpose of identifying such Members as USC donors pursuant to procedures to be mutually agreed to by the parties and for the purposes described in subsection (e) below and USC shall not allow any other person or entity to, (i) disclose this information to any person not employed by USC or to any other entity and (ii) use this information for any other purpose except as otherwise described in this Section 12.

(c) Any Customer List provided to USC may contain “dummy” information (*e.g.*, names, account information, addresses, *etc.*) so that unauthorized use of a Customer List may be determined. This information will be unknown to USC. A violation of this Section is conclusively proven and the damages named hereinafter shall be deemed owed when Bank establishes the following:

- (i) that Bank placed “dummy” information on the list (*e.g.*, name(s), account information, address(es), *etc.*);
- (ii) that the “dummy” information received any mailings which were sent or generated outside the scope of the permitted use of the Customer List; and
- (iii) that identical “dummy” information was not provided by Bank or its affiliates to any third party.

(d) All Customer Lists are (i) confidential and proprietary and (ii) shall remain the sole property of Bank. USC expressly acknowledges and agrees that USC has no property right or interest whatsoever in any Customer List. USC shall hold all Customer Lists in strict and absolute confidence and shall not provide, trade, give away, barter, lend, send, sell or otherwise disclose (collectively “transfer”) any Customer List and shall not make any copies of a Customer List of any type whatsoever except as expressly approved in a separate writing by Bank. At all times USC shall keep in confidence and trust all Customer Lists. USC further agrees that it shall not transfer any Customer List to any other organization or individual under any circumstances, and USC specifically but not by way of limitation agrees that no subcontractors and/or affiliates shall be transferred any Customer List unless agreed to in writing by Bank prior to any such transfer. (This paragraph would prohibit, by means of example only, transferring any list of Bank cardholders to any financial institution during the term of the Agreement or after the termination of the Agreement.)

(e) USC shall have no authority to use the Customer List for any purpose not expressly permitted by Bank in a separate writing. During the term of this Agreement, Bank agrees that USC may use Customer Lists to notify Customers of USC events (including, but not limited to, fundraising events and homecoming) and to market Customers products and services that are not financial services or financial products. USC shall comply with any reasonable request of Bank with respect to security precautions to maintain the security of the Customer List. USC agrees to secure and safeguard the Customer List in strict accordance with the requirements of this Section and Bank’s instructions, as communicated by Bank to USC from time to time. USC shall only permit access to the Customer List to those employees, volunteers, agents and/or representatives of USC who need such access to perform their duties for USC. In view of the confidential nature of the Customer List, USC warrants that USC and all its employees, volunteers, agents and/or representatives who work with any Customer List shall be made aware of the obligations contained in this Section and shall be under strict legal obligation not to copy any Customer List, transfer any Customer List or make any other use of any Customer List other than as specifically approved by this Section. Notwithstanding this Section 13(e), USC may use certain Customer Information mutually agreed to by the parties for the sole purpose of identifying such Members as USC donors

pursuant to procedures to be mutually agreed to by the parties and for the purposes described in this subsection (e) and USC shall not, and shall not allow any other person or entity to, (i) disclose this information to any person not employed by USC or to any other entity and (ii) use this information for any other purpose except as otherwise described in this Section 12.

(f) Because the nature of the Customer List makes an evaluation of damages after a violation of this Section impossible, then in the event that any Customer List is handled or used in a fashion that violates this Section by USC or its employees, volunteers, agents, and/or representatives, Bank will be entitled to damages of twenty dollars (\$20.00) for each use of each category of information (*e.g.*, names, addresses, *etc.*) used in violation of this Section, with the amount of damages not to exceed one million dollars (\$1,000,000.00) in the aggregate during the term of this Agreement. In addition, USC agrees that Bank shall be entitled to injunctive relief to prevent violation or further violation by USC and/or its employees, volunteers, agents or representatives of this Section, and consents to submit to jurisdiction of the courts of the State of Delaware and of the United States of America located in the State of Delaware for any actions, suits or proceedings arising out of or related to this Section. Nothing herein shall be construed as prohibiting Bank from pursuing any other remedy on account of such breach or threatened breach.

(g) In the event USC receives a request to disclose a Customer List pursuant to a subpoena, order of court of competent jurisdiction or by judicial or administrative agency or legislative body or committee, USC agrees to: (i) immediately notify Bank of the existence, terms and circumstances surrounding such request; (ii) consult with Bank on the advisability of taking legally available steps to resist or narrow such request; and (iii) if disclosure of such Customer List is required or deemed advisable, exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Customer List to be disclosed which Bank designates.

### 13. POINT OF SALES MARKETING

USC and Bank agree to work in good faith to implement a web-based point of sale marketing channel for the Program in the USC Trojan Bookstores and that the details of such bookstore marketing shall be reflected in a mutually agreed upon addendum to this Agreement. .

### 14. INDEMNIFICATION

USC and Bank each will indemnify and hold harmless the other party, its directors, trustees, 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: (i) the material breach of this Agreement by USC or Bank, respectively as the case may be, or its directors, officers, employees, agents or subcontractors; or (ii) the gross negligence or willful misconduct of USC or Bank, as the case may be. 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.

15. REWARDS

(a) In accordance with this Section 15, USC agrees to make available only to Customers certain goods and/or services in connection with Banks customer rewards program for its credit card customers ("Bank Rewards Program"). The initial list of goods and/or services (and their respective wholesale cost) USC is agreeing to provide for the Bank Rewards Program is set forth in Attachment #2 (said initial list of goods and/or services and such other goods and services as are made available to Customers and provided by USC, as mutually agreed to by USC and Bank and reflected on an amended Attachment #2, are collectively referred to as the "USC Rewards").

(b) USC shall provide and fulfill the USC Rewards, when and in quantities agreed to by USC and Bank, to the Customers specified by Bank (in Bank's sole discretion). USC agrees to comply with Bank's rules and instructions as are established for the Bank Rewards Program. USC agrees that the USC Rewards will be available within the Bank Rewards Program for redemption for a twelve (12) month period after the termination or expiration of this Agreement and agrees to honor the redemption of any USC Rewards during the term of this Agreement or during said twelve (12) month period.

(c) All USC Rewards will meet or exceed USC's then-current standards and specifications, or such other standards or specifications as are established between USC and Bank in writing. USC shall purchase all products and services solely from suppliers who demonstrate, to USC's continuing reasonable satisfaction, the ability to meet USC's standards and specifications, and possess adequate quality controls and capacity to supply USC's needs promptly and reliably.

(d) USC shall provide to Bank a written description of the USC Rewards. The parties shall mutually determine the quantities of each USC Reward which will be available for the Program as well as the terms and conditions of redemption and the corresponding point values of redemption for each USC Reward. Bank agrees that the USC Rewards will only be available to Customers and not to any other Bank credit card customer.

(e) If for any reason the USC Rewards, or any portion thereof, is discontinued or terminated, USC agrees to abide by the terms originally communicated to those Customers who have already requested such USC Reward.

(f) USC shall notify Bank of each modification to, and/or termination of, any USC Rewards in writing at least one hundred and twenty (120) days prior to the effective date of such modification or termination, or as otherwise mutually agreed to by Bank and USC.

(g) USC shall indemnify, release, discharge, defend and hold harmless MBNA, its affiliates and subsidiaries, and their respective principals, partners, directors, officers,

shareholders, beneficiaries, trustees, employees, agents, successors, and assigns (collectively "Indemnitees") from and against: (i) any claims, liabilities, demands, suits, actions, causes of action, judgments, settlements, attorney's fees, damages, fines, penalties, fees, costs and expenses arising out of or related to the execution or non-execution of the duties required of USC pursuant to this Section 15, whether caused in whole or in part by the negligent act or omission or willful acts or omissions of USC or its employees, representatives or agents; and (ii) any actual or alleged infringement of any patent or copyright arising out of or in connection with the USC Rewards or the use of materials and equipment furnished for or in connection with the USC Rewards; and (iii) any taxes, penalties, interest and/or fines assessed against any of the Indemnitees in connection with USC's performance of its obligations pursuant to this Section 15 or the USC Rewards, by any governmental unit.

(h) Bank shall pay the cost as disclosed on Attachment #2 (as such attachment may be amended by the parties from time to time and incorporated herein by reference) and incurred by USC for the USC Rewards. Any costs or expenses incurred by USC in the performance of this Agreement which are not specifically set forth in Attachment #2 shall be the sole responsibility of USC.

(i) Bank shall, at its sole expense, design all advertising, solicitation and promotional materials with regard to the USC Rewards, all USC Reward fulfillment materials and USC Rewards advertising and solicitation materials to be used. All such material shall be subject to the prior written approval of USC, which approval shall not be unreasonably withheld or delayed. Bank shall be solely responsible for all marketing of the USC Rewards. Bank shall determine the method, manner, content and frequency of all such marketing. Bank agrees to create, at its sole cost and expense, a custom web page within its Bank Reward Program website that will be accessible by Customers only for purposes of redeeming the USC Rewards.

(j) Bank shall have the right from time to time to review USC's performance under this Section 15 and to inspect samples to be delivered to the Customers prior to their intended delivery upon three (3) days' prior written notice. Such reviews may take the place at USC's facilities or remotely, as determined by Bank. USC will cooperate with Bank in connection with such reviews. USC shall not utilize any products or services as an USC Rewards until USC has received Bank's written approval, which will not be unreasonably withheld.

(k) All invoices for payment shall be forwarded to Bank. Each invoice shall be itemized and detail all authorized expenses. USC shall provide Bank with such documents and information as reasonably requested by Bank to support any invoice. Invoices shall be payable within thirty (30) days of receipt. Disputed invoices shall be paid within thirty (30) days after resolution of the dispute. Bank may reasonably audit USC's records at its sole expense and shall be provided with a refund in the event of a demonstrated overcharge.

(l) USC represents and warrants to Bank as of the date hereof and throughout the term of this Agreement: (i) USC shall supply all USC Rewards in accordance with the terms of this Section 15 and any reasonable additional Bank instructions, policies and procedures made known to it; (ii) USC has a valid license to use, sublicense and distribute any third party intellectual property used in conjunction with the USC Rewards. Such use, license, and distribution is free of all claims and threats of claims and does not violate any rights of any third party, including any copyright, trade secret or other proprietary rights; and (iii) USC has the means, methods and resources to perform its obligations under this Section 15.

(m) Bank may, for cause, remove the USC Rewards from the Bank Reward Program upon written notice to USC provided USC has been given notice of the cause and a reasonable period of time, based on the circumstances surrounding the reason for the removal, to rectify the situation.

## 16. MISCELLANEOUS

(a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.

(b) The obligations in Sections 4(b), 5(a) as to payment of Royalties accrued through the termination or expiration date ), 5(d), 7, 10(c), 10(d), 10(f), 10(g), 11(b) through 11(g), 14, 15(g) and 15(h) shall survive any termination of this Agreement.

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

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

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

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

(1) If to USC:

University of Southern California  
ADM 150  
Los Angeles, California 90089-0011

ATTENTION:Dennis F. Dougherty, Senior Vice President,  
Finance, and Chief Financial Officer

Fax #: (213) 740-9365

(2) If to FIA Card Services, N. A.:

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

ATTENTION: Collegiate Sector Director

Fax #: (302) 302-1383

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

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein, including, without limitation, the Original Agreement. Without the prior written consent of Bank, which shall not be unreasonably withheld, USC may not assign any of its rights or obligations under or arising from this Agreement. Bank may not assign any of its rights or obligations under this Agreement to any other person without the prior consent of USC, which shall not be unreasonably withheld; provided however, that Bank may assign or transfer, without consent its rights and/or obligations under this Agreement:

- (i) to any individual, corporation or other entity (other than a subsidiary or an entity controlling, controlled by, or under common control with Bank (a "Bank Affiliate")) pursuant to the sale (other than a sale as described in subsection (ii), below) as long as such prospective buyer has substantially similar customer satisfaction standards as Bank;
- or
- (ii) to any individual, corporation or other entity (other than a Bank Affiliate) pursuant to a merger, consolidation, or a sale of all or substantially all of the assets of Bank;
- or
- (iii) to any Bank Affiliate.

Notwithstanding the immediately preceding sentence, Bank may not assign or transfer its rights and/or obligations under this Agreement without the prior written consent of USC, which shall not be unreasonably withheld, to any entity whose primary or commonly known business involves alcoholic beverages, adult entertainment (e.g. pornography), gambling or tobacco.

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

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

(j) Neither party shall be in breach hereunder by reason of its delay in the performance of or failure to perform any of its obligations herein if such delay or failure is caused by strikes 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 shall be deemed an original, but all of which together shall constitute one and the same instrument.

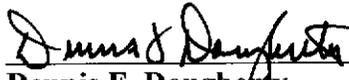
(l) To the maximum extent permitted by law and except for third party claims under Section 14, in no event will either party be responsible to the other for any incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this Agreement, and regardless of whether a party was advised or had reason to know of the possibility of incurring such damages in advance.

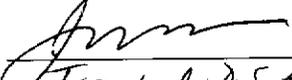
(m) Any dispute or controversy arising under this Agreement between the parties shall be determined by binding arbitration in accordance with Delaware's Uniform Arbitration Act with the arbitrator, who shall be a retired judge, applying the laws of the State of Delaware. Arbitration hereunder shall be conducted in San Francisco, California. The prevailing party shall be entitled to reasonable attorney's fees and costs, including enforcement costs, in addition to any other amount ordered by such arbitration. Judgment upon any arbitration award may be entered in any court having jurisdiction.

(n) The remedies set forth in this Agreement shall not be the exclusive remedies of either party to this Agreement, and nothing in this Agreement shall be deemed to prevent either party from proceeding to protect or enforce its rights hereunder, at law or by any appropriate means or claims.

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

**UNIVERSITY OF SOUTHERN CALIFORNIA FIA CARD SERVICES, N. A.**

By:   
Name: **Dennis F. Dougherty**  
Title: **Senior Vice President, Finance  
Chief Financial Officer**  
Date: November 17, 2006

By:   
Name: Joseph A. DeSantis  
Title: SVP  
Date: 12/20/06

## SCHEDULE A

### ROYALTY ARRANGEMENT

During the term of this Agreement, Bank will pay USC a Royalty calculated as follows, for those accounts with active charging privileges. For clarity, the Royalties set forth below, where applicable, shall also apply to all Credit Card Accounts opened prior to the date of this Agreement. If permitted by USC, Bank may create a special class of consumer accounts for USC employees under the Program, and will not pay compensation for such designated accounts. All Royalty payments due hereunder are subject to adjustment by Bank for any prior overpayment of Royalties by Bank:

#### A. CONSUMER 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.
2. \$6.00 (six dollars) for each Alumni 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 Non-Student Credit Card Account which has had active charging privileges for each of the preceding twelve months.
3. \$3.00 (three dollars) for each Student 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 Student Credit Card Account which has had active charging privileges for each of the preceding twelve months.
4. 0.60% (sixty one-hundredths of one percent) of all retail purchase transaction dollar volume generated by Customers using a Non-Student Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
5. 0.40% (forty one-hundredths of one percent) of all retail purchase transaction dollar volume generated by Customers using a Student Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
6. August 1, 2006 through July 31, 2007:

- 0.25% (twenty-five one-hundredths of one percent) of all cash advance and cash equivalent transaction dollar volume generated by Non-Student Customers using a Non-Student Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions).

August 1, 2007 through July 31, 2008:

- 0.15% (fifteen one-hundredths of one percent) of all cash advance and cash equivalent transaction dollar volume generated by Non-Student Customers using a Non-Student Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions).

August 1, 2008 through July 31, 2009:

- 0.05% (five one-hundredths of one percent) of all cash advance and cash equivalent transaction dollar volume generated by Non-Student Customers using a Non-Student Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions).

August 1, 2009 through July 31, 2013:

- 0% (zero) of all cash advance and cash equivalent transaction dollar volume generated by Non-Student Customers using a Non-Student Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions).

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. [These changes need to be confirmed]

1. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days.. This Royalty will not be paid for any Credit Card Account, which after opening, converts to a Reward Credit Card Account.
2. \$3.00 (three dollars) 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 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. Prior to the Guarantee Amount being reached, 0.60% (sixty one-hundredths of one percent) of the retail purchase transaction dollar volume generated by Customers using an Reward Credit Card Account opened pursuant to a Non-Student application excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips).

Subsequent to the Guarantee Amount being reached, 0.20% (twenty one-hundredths of one percent) of the retail purchase transaction dollar volume generated by Customers using an Reward Credit Card Account opened pursuant to a Non- Student application excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips).

4. August 1, 2006 through July 31, 2007:

- 0.25% (twenty-five one-hundredths of one percent) of all cash advance and cash equivalent transaction dollar volume generated by Customers using a Reward Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions).

August 1, 2007 through July 31, 2008:

- 0.15% (fifteen one-hundredths of one percent) of all cash advance and cash equivalent transaction dollar volume generated by Customers using a Reward Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions).

August 1, 2008 through July 31, 2009:

- 0.05% (five one-hundredths of one percent) of all cash advance and cash equivalent transaction dollar volume generated by Customers using a Reward Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions).

August 1, 2009 through July 31, 2013:

- 0% (zero) of all cash advance and cash equivalent transaction dollar volume generated by Alumni Customers using a consumer Rewards Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions).

C. CONSUMER GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer Gold Reserve Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five one hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain consumer Gold Reserve Accounts. This payment 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 consumer Gold Reserve Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty (60) days of the end of the calendar year.

D. CONSUMER GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer Gold Option Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five one hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain consumer Gold Option Accounts. This payment 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 consumer Gold Option Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty (60) days of the end of the calendar year.

E. DEPOSIT ACCOUNTS

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

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

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

F. GIP ACCOUNTS

\$75.00 (seventy-five dollars) for each GIP Account and Reward GIP Account opened, which remains open for at least ninety (90) consecutive days.. Such GIP and Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty and will not be credited against the Advances.

G. ROYALTY ADVANCES.

1. Within forty-five (45) days after the full execution of this Agreement and during the term of this Agreement, within forty five days of each annual anniversary of the Effective Date, through and including August 1, 2012, Bank shall pay to USC the sum of \$1,500,000 (one million five hundred thousand dollars) (each, an "Advance") as an Advance against future Royalties, subject to the provisions set forth below. All Royalties accrued under this Agreement (except for GIP Royalties) shall, in lieu of direct payment to USC, be applied against each of the Advances until such time as all Advances are fully recouped. For avoidance of doubt, if at any point in time during this Agreement Bank fully recoups all Advances then made to-date, Bank agrees to pay USC earned Royalties until the next Advance payment is due, at all times subject to Section G.2 of this Schedule B. GIP Royalties shall be paid directly to USC in accordance with the Agreement. Any Royalties accrued after all Advances have been recouped shall be paid to USC as set forth in this Agreement.

(a) Notwithstanding anything to the contrary contained in this Schedule A, USC 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 the Agreement is terminated by Bank prior to July 31, 2013, due to a material breach by USC or a USC Affiliate;

(b) Notwithstanding anything to the contrary contained in this Section G, and in addition to any rights in Section 10, (i) Bank shall no longer be obligated to pay any additional Advances to USC hereunder and (ii) Bank

shall have the right to continue to apply Royalties to the Advance paid by Bank to USC in the Contract Year in which the breach occurs (until such Advance has been recouped), in the event USC materially breaches any of its obligations under this Agreement (other than a breach under Section 2(k)) and such material breach is not cured within sixty (60) days after Bank notifies USC of such breach or within such additional time to cure as may be agreed to by the parties (which cure could, in Bank's sole discretion, include USC providing Bank with value and/or consideration that would eliminate the impact of the breach on Bank) ("Failed Cure"). Bank shall not be obligated to pay any Advances during such sixty (60) day period or during any extended cure or remedy period mutually agreed by the parties.

(c) Notwithstanding anything to the contrary contained in this Section G, and in addition to any rights in Section 10, (i) Bank shall no longer be obligated to pay any additional Advances to USC hereunder and (ii) Bank shall have the right to continue to apply Royalties to the Advance paid by Bank to USC in the Contract Year in which the breach occurs (until such Advance has been recouped), in the event USC commits a breach under Section 2(k) and within sixty (60) days after Bank notifies of such breach, USC has been unable to provide a replacement marketing opportunity or campaign that, in Bank's reasonable opinion, will generate the same value (i.e., number of accounts, credit quality, and account usage) for Bank as the value that Bank would have realized had such marketing opportunity or campaign not been prohibited or prevented, and an arbitrator (pursuant to Section 16(m)) renders a judgment which concludes that Bank's immediately above-mentioned opinion was not unreasonable (also, a "Failed Cure"). Bank shall not be obligated to pay any Advances during such 60-day period.

2. If during any given year(s) during the initial term of this Agreement Bank recoups all prior Advances paid by it to USC in prior years, and pays USC Royalties accrued by USC 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.

3. The parties agree that neither party has any liability to the other party for any Advances or Guarantees extended prior to the date of this Amended and Restated Agreement.

#### H. ROYALTY GUARANTEE

USC shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than \$10,500,000 (ten million five hundred thousand dollars) (the "Guarantee Amount") by July 31, 2013, subject to the provisions set forth below and this Agreement remaining in effect through July 31, 2013; however, the foregoing shall in no way restrict USC's ability to seek damages against Bank in the event USC terminates the Agreement prior to the

aforementioned expiration date pursuant to Section 10(a) or (b). If, as of July 13, 2013, USC has not accrued \$10,500,000 in Royalties, Bank will pay USC an amount equal to the Guarantee Amount minus the sum of all compensation accrued by USC under this Agreement and the amount of any unrecouped Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of Bank hereunder shall be expressly contingent upon the non-occurrence of a Failed Cure, as set forth in Subsection G.1.b or G.1.c above.

Attachment #1  
EMPLOYMENT STANDARDS

Bank's vendor selected to produce premiums bearing the Trademarks shall comply fully with the FLA Workplace Code of Conduct (the "Code") and ensure that the Code is posted (in a language common to the employees and/or other workers) in a prominent area of the workplace and made available to any employee or other worker upon request. The Code provides as follows:

**Workplace Code of Conduct**

The Apparel Industry Partnership has addressed issues related to the eradication of sweatshops in the United States and abroad. On the basis of this examination, the Partnership has formulated the following set of standards defining decent and humane working conditions. The Partnership believes that consumers can have confidence that products that are manufactured in compliance with these standards are not produced under exploitative or inhumane conditions.

**Forced Labor.** There shall not be any use of forced labor, whether in the form of prison labor, indentured labor, bonded labor or otherwise.

**Child Labor.** No person shall be employed at an age younger than 15 (or 14 where the law of the country of manufacture\* allows) or younger than the age for completing compulsory education in the country of manufacture where such age is higher than 15.

**Harassment or Abuse.** Every employee shall be treated with respect and dignity. No employee shall be subject to any physical, sexual, psychological or verbal harassment or abuse.

**Nondiscrimination.** No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement, on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, or social or ethnic origin.

**Health and Safety.** Employers shall provide a safe and healthy working environment to prevent accidents and injury to health arising out of, linked with, or occurring in the course of work or as a result of the operation of employer facilities.

**Freedom of Association and Collective Bargaining.** Employers shall recognize and respect the right of employees to freedom of association and collective bargaining.

**Wages and Benefits.** Employers recognize that wages are essential to meeting employees' basic needs. Employers shall pay employees, as a floor, at least the minimum wage required by local law or the prevailing industry wage, whichever is higher, and shall provide legally mandated benefits.

**Hours of Work.** Except in extraordinary business circumstances, employees shall (i) not be required to work more than the lesser of (a) 48 hours per week and 12 hours overtime or (b) the limits on regular and overtime hours allowed by the law of the country of manufacture or, where the laws of such country do not limit the hours of work, the regular work week in such country plus 12 hours overtime and (ii) be entitled to at least one day off in every seven day period.

**Overtime Compensation.** In addition to their compensation for regular hours of work, employees shall be compensated for overtime hours at such premium rate as is legally required in the country of manufacture or, in those countries where such laws do not exist, at a rate at least equal to their regular hourly compensation rate.

\* \* \*

Any Company that determines to adopt the Workplace Code of Conduct shall, in addition to complying with all applicable laws of the country of manufacture, comply with and support the Workplace Code of Conduct in accordance with the attached Principles of Monitoring and shall apply the higher standard in cases of

differences or conflicts. Any Company that determines to adopt the Workplace Code of Conduct also shall require its licensees and contractors and, in the case of a retailer, its suppliers to comply with applicable local laws and with this Code in accordance with the attached Principles of Monitoring and to apply the higher standard in cases of differences or conflicts.

\*All references to local law throughout this Code shall include regulations implemented in accordance with applicable local law.

Attachment #2

<b>Event</b>	<b>Rewards Package Description</b>	<b>Quantity Available</b>	<b>Cost to BANK upon customer redemption</b>
<b>Event:</b> Alumni Travel Program Packages  <b>Location of Event:</b>  <b>Date of Event:</b>			
<b>Event:</b> Select USC Merchandise from Bookstore <b>Location of Event</b>  <b>Date of Event:</b>			
<b>Event:</b> Use of Alumni House for an event  <b>Location of Event:</b>  <b>Date of Event:</b>			
<b>Event:</b> Continuing education program  <b>Location of Event:</b>  <b>Date of Event:</b>			
<b>Event/Item:</b> Jane Wooster Scott giclee art print Priced at &800 and \$2500  <b>Location of Event:</b>  <b>Date of Event:</b>			
<b>Event/item:</b> USC Premium Wine, uniquely blended and specialty			

labeled			
<b>Location of Event:</b>			
<b>Date of Event:</b>			
<b>Event:</b> A Homecoming private reception at Widney Alumni House <b>Location of Event:</b>			
<b>Date of Event:</b>			
<b>Event:</b> Alumni Awards Gala tickets including the private VIP reception <b>Location of Event:</b>			
<b>Date of Event:</b>			

USC Athletics Reward Options (TO BE DISCUSSED FURTHER)

Used USC Football or Basketball

VIP Tour of Stadium for 2

VIP Tour of Stadium for 4

Tour of Training Facility + Locker Room for 2

Tour of Training Facility + Locker Room for 4

2 Tickets to home game

4 Tickets to home game

Part of homecoming parade

used jerseys

Trojans used helmets

2 Tickets to an away game

4 Tickets to an away game

Trojans autographed merchandise

Attend end of year banquet for sport of choice For 2

Attend a game in the Athletics suite

Pre-game sideline passes and tickets for 2

VIP session at football training camp for 2

Season tickets for all sports

Parking pass for sport of choice

Football season tickets

Basketball season tickets

Sit in the broadcast booth for a game

Attend coach's weekly media Q&A session for 4

Attend player weekly media Q & A session for 4

Accommodations/tix for a football weekend for 2

Tickets and Accommodations for Bowl Game
Coach for a day
Football Flashback Fantasy Camp
Monday Morning Quarterback
Entry to a practice

**DEPOSIT PROGRAM ADDENDUM  
TO THE UNIVERSITY OF SOUTHERN CALIFORNIA  
AMENDED AND RESTATED AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of the 1st day of December, 2009, (the "Addendum Effective Date"), by and between University of Southern California ("USC") and FIA Card Services, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, USC and Bank are parties to that certain Amended and Restated Affinity Agreement dated as of August 1, 2006 (the "Agreement") wherein Bank provides certain Financial Service Products to persons included in lists provided to Bank by or on behalf of USC; and,

WHEREAS, certain consumer deposit products are already part of the Program under the Agreement; and

WHEREAS, Bank and USC mutually desire to amend the Agreement to include additional consumer deposit products as a part of the Program, and to otherwise amend the Agreement as provided herein.

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms not otherwise defined in this Addendum shall have the meanings assigned to them in the Agreement.
2. USC and Bank agree that Deposits are part of the Program and the features, terms and conditions of such Deposits, may be adjusted or amended from time to time by Bank, in its sole discretion. Bank may, at its option, offer Deposits to some or all of the Members, including without limitation those persons included on Mailing Lists provided by USC under the Agreement, except as provided below in this item 2. Bank may offer Deposits through an affiliate, including without limitation, Bank of America, N.A. Bank may, in its discretion, solicit Members for Deposits through some or all of Bank's or Bank's affiliate's marketing channels, including certain banking centers. Notwithstanding any provision of the Agreement to the contrary, Bank shall not use any Mailing List provided by USC Athletics under the Agreement for marketing Deposits, and Bank shall not market Deposits at any USC sports venue, via any USC sports website or in any USC venue not sponsored by the USC Alumni Association without prior written approval of USC.
3. USC agrees and will ensure that USC Alumni Association (the "USCAA") (i) will exclusively endorse Deposits; and (ii) will not, by itself or in conjunction with others, directly or indirectly sponsor, advertise, or market programs offering Deposits of any entity other than Bank, subject to the conditions set forth in Section 2(a) of the Agreement.
4. USC expressly grants Bank, subject to Section 2(d) of the Agreement (as set forth in Section 2(a) of the Agreement), the exclusive right to use the Trademarks set forth on Exhibit A attached hereto only and no other Trademark may be used in connection with Deposits.

5. USC 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 in Bank's website and in its banking centers and that such Bank Products are not subject to this Agreement. Bank shall not market Bank Products (except "Deposit Offers", as defined below) when using USC's Mailing Lists to market Deposits in direct mail copy, in an e-mail, or in an outbound telemarketing solicitation, unless USC consents in writing. "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). Bank may maintain separately all information it obtains as a result of an account application for, and/or an account relationship in connection with, Deposits or a Bank Product. All such information becomes a part of Bank's own files and shall not be subject to this Agreement; provided however that Bank will not use this separate information in a manner that would imply an endorsement by USCAA (e.g., the use of the USCAA endorsement or Trademark) to offer other products not set forth in this Addendum.

6. The term of this Addendum begins on the Addendum Effective Date and shall run co-terminus with the term of the Agreement. In addition to the foregoing, the termination rights set forth in the Agreement may also be exercised by the applicable party to terminate this Addendum only.

7. Upon expiration or the earlier termination the Agreement or, as applicable, this Addendum, USC will allow Bank to continue to use the USC Trademarks on, and will not attempt to cause the removal of USC Trademarks from, from any person's debit cards, checks, or records of any Customer existing as of expiration or earlier termination of this Agreement or, as applicable, this Addendum, until their normally scheduled reissue date or exhaustion. Following expiration or the earlier termination of the Agreement, or this Addendum, Bank may convert Members, in its sole discretion, to any other Bank deposit product or service without notice to USC; provided that Bank will not imply an endorsement by USC of such other Bank deposit product or service.

8. For a one (1) year period immediately following the earlier to occur, the expiration or early termination of the Agreement or of this Addendum for any reason, USC agrees that neither USC nor any USC Affiliate will, by itself or in conjunction with others, target any offer of a deposit product or service similar to the Deposits, including without limitation, any checking account or debit card, to persons who were Customers. Notwithstanding the foregoing, USC may, after the earlier to occur, the expiration or early termination of the Agreement or of this Addendum, offer or allow a third party on behalf of USC to offer persons who were Customers the opportunity to participate in another deposits program endorsed by USC, provided the opportunity is not only made available to such persons but rather as a part of a general solicitation to all Members, or to a substantial segment of such Members provided such segment is not designed to target participants in the Program, and provided further that persons are not directly or indirectly identified as a customer of Bank, or offered any terms or incentives that differ from those offered to all Members.

9. Section 1 of the Agreement is hereby amended to include the following definitions:

**"Applicable Law"** means, at any time, any applicable (i) federal, state, and local statutes, regulations, licensing requirements, regulatory bulletins or guidance, regulatory examinations, agreements or orders, (ii) regulations, by-laws and rules of any applicable

self-regulatory organizations, (iii) rule, regulation, restriction, requirement or contractual term of VISA, MasterCard, American Express or other card network or (iv) judicial or administrative interpretations of any of the foregoing.

**“Deposits”** means money market deposit accounts, certificate of deposit accounts, checking accounts, debit cards, saving accounts, individual retirement money market deposit accounts, and certificate of deposit accounts.

**“Deposit Account”** means a consumer Deposit account opened pursuant to the Program.

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

10. Section 1(e) of the Agreement is hereby amended and restated as follows:

**“Financial Service Products”** means any credit card program, charge card program, debit card program, deposit program, and travel and entertainment card program. Financial Service Products shall not include any student loan program, mortgage loan program, automobile loan program, merchant card processing program, pre-paid calling card program, telephone service from a telephone company, long distance calling card program, automobile rental program, and any corporate travel, purchase or procurement card program for USC employees.

11. Sections 1(h) and 1(i) of the Agreement are hereby deleted in their entireties.

12. Section 2(d) of the Agreement is hereby amended by deleting the parenthetical in the second sentence and replacing it with the following: “(e.g., the cost of reissuing new credit cards and/or other devices, including but not limited to debit cards and checks)”.

13. Section 2(g) of the Agreement is hereby amended by deleting the second sentence and replacing it with the following:

“All credit cards, debit cards and checks issued under the Program shall bear the Trademarks.”

14. Section 2(l) of the Agreement is hereby amended by deleting the first sentence in its entirety and replacing it with the following:

“During the term of this Agreement, Bank will permit USC to include statement inserts in Customer Credit Card Account billing statements.”

15. If at any time during the term of the Agreement any change in any card network's interchange rate(s) or similar rate(s), when measured separately or together with all other rate changes since the Effective Date, has more than a de minimis adverse impact on Bank's Deposits business, as determined by Bank in its sole discretion ("Deposit Impact"), then Bank may notify USC in writing of Bank's desire to renegotiate the Deposit Account Royalties and any other financial terms in this Addendum to address the Deposit Impact. If, within thirty (30) business days after USC's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that modifies the Deposit Account Royalties and other financial terms to address the Deposit Impact, Bank shall have the right to terminate the Deposit Program, without penalty or liability to USC, upon ninety (90) days advance written notice, and this Addendum shall be deemed of no further force and effect.

16. In the event that Applicable Law has or will have a material adverse effect on Bank's Deposits business (as determined in Bank's sole discretion) ("Event"), Bank may notify USC in writing of Bank's desire to renegotiate the terms of this Deposit Program Addendum to address the Event. If, within thirty (30) business days after USC's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that is satisfactory to both parties, Bank shall have the right to terminate the Deposit Program, without penalty or liability to USC, upon ninety (90) days advance written notice, and this Addendum shall be deemed of no further force and effect.

17. Section 16(f) of the Agreement is hereby deleted in its entirety and replaced with the following new Section 16(f):

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

(1) If to USC:

For all matters:  
Scott M. Mory, Esq.  
Associate Senior Vice President for Alumni Relations  
University of Southern California  
Widney Alumni House  
635 Childs Way  
Los Angeles, CA 90089-0461  
Email: mory@usc.edu

For Credit Card matters only:  
Jose Eskenazi  
Associate Athletic Director  
University of Southern California  
3501 Watt Way  
Heritage Hall 203A  
Los Angeles, CA 90089-0602  
Email: jeskenaz@usc.edu

(2) If to Bank:

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

ATTENTION: Contract Administration

Fax #: (302) 432-1821

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

18. Sections C and D of Schedule A of the Agreement are hereby deleted in their entireties.

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

“E. DEPOSIT ACCOUNTS

1. Deposit Account Royalty compensation provisions will not affect any other Royalty compensation provisions contained in the Agreement, and the Royalty compensation provisions referencing any other products or form of accounts set forth in the Agreement will not apply to Deposit Accounts. For the sake of clarity, all Royalties that accrue for Deposit Accounts, shall, in lieu of direct payment to USC, be applied against any Advance(s) and/or Guarantee Amount that USC receives or may receive under the Agreement until such time as all Advance(s) are fully recouped by Bank. Further, Deposit Royalties will not be paid to USC on any existing deposit account that is converted to the Program.

(a) Money Market Deposit Accounts (including Individual Retirement Money Market Deposit Accounts): 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average deposits in the money market deposit accounts opened under the Program.

(b) Certificate of Deposit Accounts (including Individual Retirement Certificate of Deposit Accounts): 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average deposits in the certificate of deposit accounts opened under the Program.

(c) Checking Deposit Accounts: \$10.00 (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.

(d) Checking Account Debit Card Purchases: 0.10 % (ten one-hundredths of one percent) of Debit Card Net New Purchases. 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.

2. Beginning in the next calendar quarter after Advance(s) and/or Guarantee have been fully recouped, Bank shall pay directly to USC, Deposit Account Royalties as follows:

(a) Money Market Deposit Accounts (including Individual Retirement Money Market Deposit Accounts): 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average deposits in the money market deposit accounts opened under the Program.

(b) Certificate of Deposit Accounts (including Individual Retirement Certificate of Deposit Accounts): 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average deposits in the certificate of deposit accounts opened under the Program.

(c) Checking Deposit Accounts: \$2.00 (two dollars) for each new checking account opened under the Program which has a positive balance of at least \$50.00 (fifty dollars) as of the ninetieth day from the account opening date. An additional \$1.00 (one dollar) for every checking account opened under the Program that has a positive balance of at least \$50.00 (fifty dollars) on each subsequent anniversary of the account opening date.

(d) Checking Account Debit Card Purchases: 0.10% (ten one-hundredths of one percent) of Debit Card Net New Purchases. 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.”

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

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

IN WITNESS WHEREOF, each party hereto, by its representative, has executed this Addendum as of the Addendum Effective Date, 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 SOUTHERN CALIFORNIA

By: Todd Dickey

Name: Todd Dickey

Title: Senior Vice President for Administration

FIA CARD SERVICES, N.A.

By: Stephen Doan

Name: Stephen Doan

Title: S. J. P.