

SPONSORSHIP AGREEMENT
UNIVERSITY FINANCIAL SERVICES
 and
ESPN REGIONAL
 As Multi-Media Partner of
UNIVERSITY OF SOUTH FLORIDA ATHLETICS

This Agreement made and entered into this 1st day of August, 2006 by and between ESPN Regional Television, Inc. ("ERT") in partnership with the University of South Florida Intercollegiate Athletics Department ("USF") with secondary offices at 4202 E. Fowler Avenue, ATH100, Tampa, FL 33620 and University Financial Services, ("UFS") with principal offices at 420 Park Place Blvd, Suite 300, Clearwater, FL 33759.

In consideration of the mutual covenants herein contained and the additional terms and conditions, the parties agree to as follows:

SPONSORSHIP COMPONENTS: ERT agrees to provide UFS the following Sponsorship opportunities and amenities:

USF RADIO BROADCASTS. ERT coordinates radio broadcasts for USF Football and Men's and Women's Basketball games as well as USF coaches' radio shows. All games and coaches' radio shows are broadcast live on The Bulls Network - WFLA 970 AM, WDAE 620 AM, WHNZ 1250 AM and WTBN 570 & 910 AM.

UFS will receive the following commercial inventory during 12 live-game football radio broadcasts on WFLA 970 AM:

- Two (2) :30 commercial spot(s) during each game broadcast or twenty four (24) total commercial spot(s)
- One (1) opening/closing billboard(s) during each game broadcast

BULLSVISION. UFS will receive the following BullsVision Video Scoreboard Elements at all regular season home football games in Raymond James Stadium:

- Four (4) floating billboards during each game - UFS logo displayed during each quarter
- One (1) graphic(s)/animation(s) during each game - i.e. UFS logo displayed on Instant Replay

GAMEDAY PROMOTIONS. UFS will receive the following in-venue promotion(s) at Raymond James Stadium and/or the USF Sun Dome at regular season home football and/or basketball games:

- One (1) electronic matrix board message(s)
- One (1) public address announcement(s)
- Opportunity to set-up two (2) display tables to showcase products/services

GAMEDAY PROMOTIONS. UFS will receive the option to the following in-venue promotion(s) at Raymond James Stadium and/or the USF Sun Dome at one (1) regular season home football and one (1) regular season home men's basketball game

- One (1) in-game customized promotion (premium giveaway item distribution), The item and quantity are mutually agreed upon and UFS pays for the production expenses of the giveaway item. Promotion is supported with BullsVision Video Scoreboards, electronic matrix message and public address announcement.

WEBSITE. UFS will receive the following advertising inventory on the Official USF Athletics website - www.goudfbulls.com:

- One (1) static advertisement on the home page of www.goudfbulls.com with a link to UFS's website/homepage.

DIRECT MAIL.

- Opportunity to add UFS marketing materials in mutually agreed upon database mail-outs the Athletic Department undertakes.
- ERT will secure graduating senior mailing lists (May, August and December each year) for the benefit of promoting future sports schedules and the UFS Loan Consolidation Program.

TICKETS & HOSPITALITY. UFS will receive the following Football / Men's Basketball Season Tickets for All Regular Season Home Games as well as VIP Corporate Hospitality:

- Four (4) season tickets and One (1) parking pass

USF LICENSED MARKS. ERT grants UFS the rights to use all USF Athletics registered trademarks, including the USF Bull logo, subject to advance approval by ERT and USF with such approval not to be unreasonably withheld. ERT represents and warrants, at the time of signing, that it has the legal rights to use and to grant the right to use the USF trademarks for the purposes contemplated hereunder

ERT shall not, during the term of the Agreement, transfer or additionally grant the use of the same properties or member lists to another entity for the purpose of consolidating student loans.

TERM. ERT and UFS shall enter into an agreement for five (5) years that ends July 30, 2010. Either party may terminate this Agreement after the initial term by giving notice of termination to the other and the Agreement will terminate one year after notice is given. If there exists a material breach by either party, the non-breaching party may terminate this Agreement by providing 90 days prior written notice to the breaching party of intent to terminate, providing the notice specifies the material breach. Either party may terminate this Agreement upon notice to the other party if a governmental authority having jurisdiction over the party requires termination of the Agreement, or if there is material change in the Higher Education Act or regulations governing the Federal Family Education Loan Program to the extent that it is prohibitive for either party to financially meet their responsibilities or commitments under this Agreement. UFS will pay ERT for services rendered, on a prorated basis, if it becomes necessary to terminate this agreement.

FEES. In consideration for the Sponsorship opportunities described herein, UFS agrees to pay ERT \$25,000 per year during the term of this agreement invoiced by ERT to UFS in 4 payments of \$6,250 on September 30, November 30, January 30 and March 30 of each year. In addition, for applications after the first 250 received each year, \$100.00 per application received resulting from this agreement. Payment for applications received above 250 to be made on June 30 each year as a bonus. UFS will provide ERT with a statement of applications received as of June 30 each year, ERT will then invoice against that statement.

An application shall qualify for payment if it:

- a. is received through the dedicated website or toll free number referenced in paragraph 3c;
- b. is received as a result of a promotion or display held at a University athletic event; or
- c. is otherwise identifiable as having resulted from any one of the activities specified in paragraph 4; and
- d. is a substantially complete application.

A substantially complete application is an application submitted by the applicant, including full contact information and evidencing interest in receiving a consolidation loan from UFS. UFS shall have exclusive discretion in identifying substantially complete applications and shall inform University of South Florida of statistics on applications received, applications determined to be substantially complete, and those determined not to be substantially complete.

- UFS agrees to pay for any referrals ERT/USF recommends to Sponsor that are ERT properties. A letter of record will be sent from UFS to ERT noting the university that ERT/USF has referred. For each university referral that implements the program, Sponsor agrees to pay ERT an additional lump sum payment of \$10,000.00 once the number of funded applications for the said university referral has reached the first five hundred (500) applications received. For each additional five hundred (500) applications received by said referrals, UFS will pay ERT additional payments of five thousand dollars (\$5,000.00) to ERT for the life of the contract.

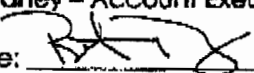
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

University Financial Services
Chris Gurney - CEO

Signature: 

Date: July 31, 2006

ESPN Regional
Brett Dulaney - Account Executive

Signature: 

Date: July 31, 2006