

ADDENDUM TO
AFFINITY GROUP BANKCARD
AGREEMENT

THIS ADDENDUM to the Affinity Group Bankcard Agreement dated July 1, 1998, made effective this 30 day of March, 2007, by and between Kansas State University Alumni Association, a Kansas not-for-profit association having its principal office at 1720 Alumni Center, Manhattan, Kansas 66506-6600 (the "Group") and INTRUST Bank, N.A., a national association, having its principal offices at 105 N. Main, Wichita, Kansas 67202 ("IB")

RECITALS:

WHEREAS, the parties have previously executed an Affinity Group Bankcard Agreement dated July 1, 1998 (the "Agreement"); and

WHEREAS, the parties have negotiated an extension to the Agreement and have agreed to make certain changes in the Agreement to reflect changes in the industry and business practices between the parties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. The word "Cards" shall be inserted in place of the phrase "Credit Cards" wherever the phrase "Credit Cards" is used in the Agreement and Exhibit Agreements. The purpose of this change is to remove the word "Credit" from the definition to reflect the addition of non-credit products.

2. The first sentence in Section 10(a) is replaced with the following:

"(a) Subject to the provisions of subparagraphs 10(b), (c) and (d) below, this Agreement shall be effective as of the date hereof and shall continue until June 30, 2010 (the "Initial Term"). The Agreement shall be renewed July 1, 2010, and shall continue until June 30, 2020 (the "Renewal Term"). Exhibit A, attached hereto, reflects the new royalty payment schedule for the remainder of the Initial Term and the Renewal Term. Exhibit A, attached hereto, replaces Exhibit A as attached to the 1998 Agreement.

3. Section 11 of the 1998 Agreement is deleted and replaced with the following:

"Exclusivity. During the term of this Agreement, IB shall have the exclusive right to perform the Card services contemplated by this Agreement, and Group agrees that during the term hereof it shall not by itself or in conjunction with others, directly or indirectly, or through any

parent, affiliate or subsidiary, offer to endorse, or enter into any agreement with others for the provision of Card related products or services to Group Members. Such products may be, but are not limited to, MasterCard, Visa, American Express, Discover, and Diners card products. This provision is expressly subject to any contracts entered into by University or Group prior to the date of renewal.

4. Section 13 is amended to include the requirement that an additional notice to IB shall be sent to:

General Counsel
INTRUST Bank, N.A.
INTRUST Card Center
P.O. Box One
Wichita, KS 67201.

With respect to notice to Group, 1720 Alumni Center, Manhattan, Kansas 66506-6600 is considered the updated and accurate address of Group.

5. In the first sentence of Section 14, the word "exhibits" is deleted and replaced with the phrase "Exhibit Agreements."

6. Section 17, in its entirety including subparts and the reference to Exhibit E, is deleted and replaced with the following:

"For all accounts, the APR will be determined by IB in its sole discretion."

7. Effective July 1, 2010, Exhibit D of the 1998 Agreement is deleted and replaced with the following language and a new Exhibit D, attached hereto:

The parties acknowledge and agree that the prior Exhibit D addressed athletic marketing rights and opportunities. Due to a change in the Athletics structure, KSU Athletics can no longer provide these opportunities directly.

Group represents and agrees that it has negotiated and can provide to IB the following rights:

IB shall have the right to set up and maintain up to four (4) promotional Booths (or such lesser amount as IB and Group mutually agree is appropriate given the size of the arena and/or stadium) during all Kansas State University football and men's and women's basketball games, or any other athletic event reasonably requested by IB collectively referred to as the GAMES, during the term hereof in connection with the active solicitation and marketing by IB of the Cards at any mutually agreed upon Games. Such solicitation and marketing activities may include the delivery of free gifts or premiums bearing some or all of the Marks

(including without limitation, t-shirts) to any individual who applies for a Card in connection therewith. Such booths shall be strategically located outside the entrance gates for football events and inside the arena for basketball events with the exact location to be mutually determined by Group, K-State Sports Properties, and IB.

During the term hereof, IB shall receive at no additional cost one (1) full page four (4) color, if available, ad in each football Game program and men's basketball Game program. Additionally, during the term hereof, Group shall provide IB at the above-referenced Games one (1) public address announcement and two (2) message board promotions.

8. IB hereby acknowledges and agrees that by separate agreement it has purchased advertising on the back cover of the K-Stater magazine for 4 issues per year and hereby agrees to pay for said K-Stater back cover advertising through June 30, 2010. The parties acknowledge and agree that effective July 1, 2010 and during the Renewal Term of this Agreement, the consideration contained in the new attached Exhibit A shall include the 4 issues of advertising on the back cover of the K-Stater magazine.

9. The parties ratify and reaffirm all of the terms and conditions contained in the Agreement except as specifically amended herein.

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

Kansas State University Alumni Association

INTRUST Bank, N.A.

By Amy Button Renz
Amy Button Renz
President

By C.Q. Chandler IV
C.Q. Chandler IV
Chairman of the Board
and President

EXHIBIT A-(New) to ADDENDUM TO
AFFINITY GROUP BANKCARD AGREEMENT

A. During the term of this Agreement, IB agrees to pay to Group the following royalties for the use of the Marks in conjunction with the Affinity Program that is the subject of this Agreement.

1. IB shall pay to Group the sum of \$11,038,771.00 (the "Advance") in the increments as set forth below. The Advance shall be paid to Group by IB provided that Group: (a) fulfills all of its obligations hereunder; (b) reviews and approves in a timely manner IB's use of the Marks on all materials submitted by IB; and (c) continues to perform under the Agreement.

The Advance shall be payable as follows:

(a) Payments for each year begin on each July 1 and shall be paid in 12 equal monthly payments by the 20th day of each month:

The Initial Term

July 2006	\$539,254.00
July 2007	\$560,937.00
July 2008	\$583,737.00
July 2009	\$604,843.00

The Renewal Term

July 2010	\$799,109.00
July 2011	\$815,089.00
July 2012	\$831,391.00
July 2013	\$848,019.00
July 2014	\$864,979.00
July 2015	\$882,279.00
July 2016	\$899,924.00
July 2017	\$917,922.00
July 2018	\$936,281.00
July 2019	\$955,007.00



Office of the President
110 Anderson Hall
Manhattan, KS 66506-0112
785-532-6221
Fax: 785-532-7639

EXHIBIT C

License between Kansas State University and Kansas State Alumni Association

March 21, 2007

Amy Button Renz
President
Kansas State University Alumni Association
1720 Alumni Center
Manhattan, KS 66506-6600

Dear Amy:

It is my understanding that the Kansas State University Alumni Association ("Association") and INTRUST Bank, N.A. are in the midst of negotiating a renewal to the Affinity Group Bankcard Agreement. The renewal will extend the current program through June 30, 2020.

In a letter dated May 6, 1998, Kansas State University granted the Association the right to use K-State's Marks for an alumni affinity credit card program through the term of the current agreement. Kansas State University hereby extends the rights granted to the Association in the May 6, 1998 letter through June 30, 2020.

Kansas State University

By

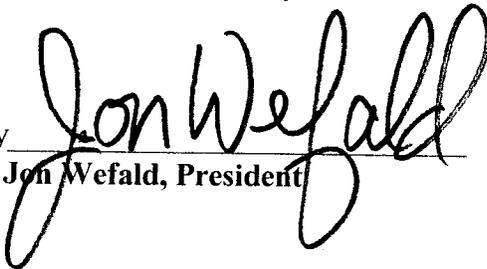

Jon Wefald, President

Exhibit D
(New)

This Agreement, made effective this 30 day of March, 2007, by and between the Intercollegiate Athletic Council of Kansas State University, Inc., hereinafter referred to as ATHLETICS, and INTRUST Bank, N.A., a National Association, hereinafter referred to as IB.

WHEREAS, Kansas State University Alumni Association, hereinafter referred to as ASSOCIATION, has entered into an agreement with IB, hereinafter referred to as the AFFINITY AGREEMENT, pursuant to which IB may market its consumer and banking card products and services to the alumni, officers, directors, employees, friends, faculty and staff members, students, and other individuals to be solicited by IB, collectively referred to as K-STATE MEMBERS; and

NOW, THEREFORE, the parties agree as follows:

1. The term of this new Exhibit D shall be July 1, 2010 through June 30, 2020.
2. Cats Closet will be included on a bid list for purchase of premiums by IB as giveaways at the marketing booths referenced in Section 7 of the Addendum to Affinity Group Bankcard Agreement.
3. Athletics will be included on a bid list to consider using IB's corporate card program for all travel related expenditures during any negotiation for a new credit card.
4. Athletics will be included on a bid list to consider having the opportunity to process its merchant activity exclusively with IB at IB's normal rates.
5. The parties acknowledge and agree that this agreement is solely between Athletics and IB and that Alumni Association is not a party to this agreement nor required to perform any duties thereunder, or obligated to make or receive any payments pursuant thereto. The parties further acknowledge and agree that, effective July 1, 2010, this Agreement replaces and supersedes the Agreement entitled "Athletic Corporate Sponsorship Agreement" and dated the 29th day of June, 1998.
6. Any and all notices or other communications required or permitted under this Agreement shall be in writing and shall be delivered either by personal delivery; by telex, telegram, mailgram or telecopy; by nationally recognized overnight courier service, or by certified or registered mail, return receipt requested, addressed as follows:

If to IB to: Intrust Bank, N.A.
105 N. Main St.
Wichita, KS 67202
Attn: Linda Cullinan, Vice-President

If to Athletics to: Intercollegiate Athletic Council, Inc.
Bramlage Coliseum
1800 College Avenue
Manhattan, Kansas 66502
Attn: Director of Athletics

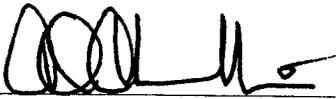
7. In the event that any provision of this Agreement shall, for any reason, be deemed invalid and unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
8. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Kansas.

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

**INTERCOLLEGIATE ATHLETIC COUNCIL
OF KANSAS STATE UNIVERSITY, INC.**

By Jim Weiser 3/30/07
Tim Weiser, Director of Athletics

INTRUST BANK, N.A.

By 
C.Q. Chandler IV, Chairman of the Board
and President

AGREEMENT

This Agreement, made effective this 21st day of March, 2007, by and between the K-State Alumni Association, hereinafter referred to as Association, and K-State Sports Properties, hereinafter referred to as Learfield.

WHEREAS, the Association has previously executed an Affinity Group Bankcard Agreement dated July 1, 1998 (the "Agreement") with Intrust Bank, N.A.; and

WHEREAS, the parties to the Agreement have negotiated an extension to the Agreement with a term of 2010-2020; and

WHEREAS, as a material term of the Agreement, Association has agreed to provide certain marketing opportunities to Intrust Bank, N.A. at Kansas State University football, and men's and women's basketball games; and

WHEREAS, Learfield has purchased the sales and marketing rights to Kansas State University's athletics programs through June 30, 2015, and agrees to provide Association the rights necessary to fulfill its obligations under the Agreement and the full term of the extension to the Agreement so long as Learfield maintains the rights to sales and marketing rights of Kansas State University's athletics programs.

NOW, THEREFORE, the parties agree as follows:

1. **Term.** This agreement, effective upon the date of execution by both parties, provides rights for the period July 1, 2010 through June 30, 2015; provided; however, that if Learfield retains the sales and marketing rights necessary to accomplish the provisions herein, Learfield agrees to extend the term of this agreement through June 30, 2020, according to the Payment Schedule attached hereto as Exhibit A.

In the event that Learfield does not retain the sales and marketing rights related to Kansas State University Athletics or the specific rights necessary to accomplish the provisions herein beyond June 30, 2015, or if Learfield loses its existing rights prior to June 30, 2015, Learfield agrees to provide Association written notice within 7 days of the loss of said rights or Learfield's learning of an anticipated loss of rights. Upon Association's receipt of said notice Association shall have the right to immediately terminate this Agreement and no additional consideration shall be due to Learfield. In the event that Learfield has received an annual payment from Association and its rights to sales and marketing of Kansas State University Athletics cease prior to June 30th of any year covered herein, Learfield shall reimburse Association on a pro rata basis the unearned portion of the previously paid amount within 90 days of Learfield's loss of sales and marketing rights to Kansas State University Athletics.

2. **Booths and Advertisements.** Learfield hereby agrees to provide Association with the following marketing opportunities which Association will in turn, provide to its Affinity Bankcard sponsor, Intrust Bank, N.A.:

(a) Intrust Bank shall have the right to set up and maintain up to four (4)

promotional booths during all Kansas State University football and men's and women's basketball games, or any other athletic event reasonably requested by Intrust Bank, collectively referred to as the GAMES, during the term hereof in connection with the active solicitation and marketing by Intrust Bank of the Affinity Cards. Such solicitation and marketing activities may include the delivery of free gifts or premiums, including t-shirts. Such booths shall be strategically located outside the entrance gates for football events and inside the arena for basketball events, with the exact location to be mutually determined by Association, Learfield, and Intrust.

(b) Intrust Bank shall receive one (1) full page four (4) color, if available, ad in each football Game program and men's basketball Game program.

(c) Intrust Bank shall receive one public address announcement and two (2) message board promotions.

3. **Consideration.** As full consideration for the foregoing rights described in this agreement, Learfield shall be entitled to receive from Association the amounts listed according to the payment schedule attached hereto as Exhibit A. No additional consideration shall be due and payable during the term herein. Additionally, Learfield agrees to be bound by the amounts listed in the Payment Schedule for the term July 1, 2015 through June 30, 2020, in the event that Learfield's rights to sales and marketing of Kansas State University Athletics are retained beyond June 30, 2015.

4. **Default.** Association shall have the right to terminate this agreement if Learfield fails to perform as required hereunder and fails to cure the same within 30 days after receipt of notice of said default or if the Agreement is terminated for any reason.

5. **Notices.** Any and all notices or other communications required or permitted under this agreement shall be in writing and shall be delivered either by personal delivery; by nationally recognized overnight courier service, or by certified or registered mail, return receipt requested, addressed as follows:

If to Association to:

President
Kansas State University Alumni Association
1720 Alumni Center
Manhattan, KS 66506-6600

If to Learfield to:

General Manager
K-State Sports Properties
1800 College Ave
Manhattan, KS 66502

6. **Power and Authority.** Association and Learfield represent and warrant that each has the full power and authority to enter into and perform this agreement which has been duly authorized by all necessary corporate action, and that this agreement is valid, binding and enforceable in accordance with its terms.

7. **Severability.** In the event that any provision of this agreement shall, for any reason, be deemed invalid and unenforceable, the remaining provisions of this agreement shall remain in full force and effect.

8. **Agreement.** The parties acknowledge that this agreement constitutes the entire agreement between the parties and supersedes all prior negotiations or written agreements with respect to the subject matter hereof. This agreement may be modified only upon written agreement of the parties hereto.

9. **Governing Law.** This agreement shall be governed by and construed and enforced in accordance with the laws of the State of Kansas.

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

**KANSAS STATE UNIVERSITY
ALUMNI ASSOCIATION**

By Amy Button Renz
Amy Button Renz, President

K-STATE SPORTS PROPERTIES

By David Hubbard
David Hubbard, General Manager

AFFINITY GROUP BANKCARD AGREEMENT

THIS AGREEMENT, made effective this 1st day of July 1998, by and between Kansas State University Alumni Association, a Kansas not-for-profit association having its principal office at 2323 Anderson Avenue, Suite 400, Manhattan, Kansas, 66502-2909 (the "Group") and INTRUST Bank, N.A., a national association, having its principal offices at 105 N. Main, Wichita, Kansas, 67202 ("IB").

RECITALS:

WHEREAS, IB desires to make its MasterCard and/or Visa consumer credit, business and debit products and related services (hereinafter collectively referred to as "Credit Cards") available to the alumni, officers, directors, employees, friends, faculty and staff members, students of Kansas State University, and other individuals solicited by IB (collectively the "Group Members"); and

WHEREAS, Group is willing to allow IB to use Group's proprietary intellectual property for IB's offering of IB's Credit Cards to and among the Group Members subject to the terms and conditions hereinafter contained.

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

1. License to Use Marks.

(a) During the term of this Agreement, IB shall have the right and license to use the current and future respective name, trademarks, servicemarks, copyrights and logo of the Group (collectively the "Marks") solely in connection with IB's marketing of Credit Cards to Group Members under this Agreement (the "Affinity Program"). Examples of Group's current Marks are set forth in Exhibit B attached hereto. Such right and license is restricted to the products and services described herein and shall not apply or extend to any other product or service offered by IB. Group hereby agrees that the Marks may be used on MasterCard and Visa products and all associated forms and disclosures and all other Affinity Program promotions and solicitations. Group and IB agree that IB will only issue MasterCard and Visa products bearing the Marks pursuant to this Agreement, unless otherwise mutually agreed in writing by IB and Group. Except for amounts paid to Group pursuant to paragraph 5 and Exhibit A hereof, IB shall not be required to pay any additional amounts to Group, or on account of Group, in connection with the use of the Marks in conjunction with this Affinity Program. Following termination of this Agreement, Credit Cards issued during the term hereof may continue to bear the marks until the normal expiration date thereof. Subject to and consistent with the rules and regulations of Visa and MasterCard, IB shall comply with the standards established by the Group with respect to the form of the Marks and their usage.

(b) Subject to the foregoing, each of the parties hereto is and shall remain the owner of all rights in and to its name and logo, as the same now exist or as they may hereafter be modified, including all rights in and to any copyright, trademark, servicemark and/or like rights pertaining thereto. Any and all rights to Group's Marks not herein specifically granted and licensed to IB are reserved to Group. Except as otherwise specifically provided for in Paragraph 1(a) hereof, upon the termination of this Agreement, all rights conveyed by Group to IB with respect to the use of Group's Marks shall cease, and all such rights shall revert to Group. Upon termination of this Agreement, IB shall have no further right to market its cardmember products using the Group Marks or to further utilize any promotional materials containing the Group Marks except as otherwise required in paragraph 10(e)(iii). IB is not required to cancel any account or to terminate any card issued in connection with this Agreement.

2. Mailing Lists.

(a) Group shall provide IB with lists (which Group already maintains in its normal and customary business practice for its own purposes including student lists and other lists received from other Kansas State University departments) of the Group Members and friends of Kansas State University eighteen (18) years of age and older, including names and residential addresses and, where available, residential telephone numbers and or E-mail addresses, via magnetic tape, cartridge, or any other media which is mutually agreed upon (the "Lists"). Group shall provide IB with updated Lists at least two (2) times per year. All Lists shall be provided to IB by Group at no additional costs to IB beyond that set forth in Exhibit A. IB shall have exclusive right to all Alumni events free of charge for the purpose of soliciting credit card applications.

(b) IB shall use the Lists provided by Group on a basis consistent with the intent and terms of this Agreement, i.e., to market and service Credit Cards and the Affinity Program, and shall not rent, use or permit any third party handling such Lists to use them for any other purpose. IB shall not rent or otherwise make available such Lists to any third party (except for the purposes of fulfilling obligations under this Agreement) without the express written consent of Group. The Lists provided by Group are and shall remain the sole property of Group provided they have been provided to IB by Group at no expense to IB, except to the extent that such Group names are available to IB from another source; i.e., names obtained from outside lists and bank customers of IB who were sourced through bank list purchase and/or bank branches. IB may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship with any Group Member. This information becomes a part of IB's own files which shall not be subject to this Agreement and will not imply or suggest any endorsement by Group.

3. Offering of Credit Cards by IB. IB shall offer Credit Cards to Group Members in accordance with the following provisions:

(a) Subject to subparagraph (c) of this Paragraph 3, IB shall, at its own expense, design and develop such marketing, promotion and solicitation materials as it deems appropriate to promote the Affinity Program among Group Members, and the Group shall not

unreasonably impede IB with the administration of such promotional and solicitation activities. IB shall schedule and direct the solicitation of Group Members, subject to Group's reasonable approval. IB reserves the right to limit its solicitation materials to those persons deemed by it to be creditworthy in accordance with IB's normal credit criteria and credit practices.

(b) Subject to federal, state and local laws and any other applicable rules and regulations (e.g. MasterCard or Visa operating regulations), all approved accounts shall receive Credit Cards issued by IB. Group shall have the right to approve the front design of the Credit Cards as long as IB's name is prominently displayed on the Credit Card face, such approval not to be unreasonably withheld. IB and Group shall jointly have the right to designate on the reverse side of the Cards such information as IB and Group shall deem appropriate.

(c) IB shall submit to Group, for its prior approval, samples of all marketing, promotional or solicitation materials, printed or otherwise, which IB intends to utilize to market the Affinity Program to and among Group Members, including promotional merchandise which may or may not bear the Marks used to incent individuals to apply for Credit Cards or transfer credit card balances. In those cases where the incentive give-aways are purchased directly from the Group, IB will be allowed to purchase them at Group's cost. Group shall review such materials and respond to IB's request for approval on a timely basis. In addition, approval by Group of any marketing materials submitted by IB for review shall not be unreasonably withheld. Group shall review such materials only to protect the good will associated with the Marks. IB further reserves the right to communicate information to the cardmember, which it normally sends its other cardmembers and does not utilize the Group's name or logo, without having to obtain the prior approval of Group provided such materials do not promote an alumni travel program, long distance telephone calling card, or health and life insurance policies. Group understands that IB currently markets various insurance programs specifically tied to credit card accounts. Group will not withhold permission to continue marketing these services in the future. IB shall have the right to market the Group's Credit Cards through its retail branch system and have the right to offer other financial products to Group members as defined by Exhibit F with Group having the right to promptly review each new financial product prior to it being marketed by IB. In turn, Group shall have the right to solicit any of Group's cardholders solicited through IB's retail branch system.

4. Issuance of Credit Cards.

(a) All credit decisions, including but not limited to, the initial approval of accounts, the establishment of credit lines and the closing of accounts shall be within the exclusive discretion of IB.

(b) Credit Cards issued by IB pursuant to the Affinity Program shall be governed by terms of cardmember agreements to be entered into between such persons and IB. Notwithstanding any other limitations contained in this Agreement, IB shall have the right to amend such cardmember agreements at any time in accordance with applicable law.

(c) Group shall not possess any ownership interest in Credit Cards issued and accounts established pursuant to this Agreement (collectively the "Accounts"). In addition, any and all outstanding balances with respect thereto (including, without limitation, all amounts owing for the payment of goods and services, periodic finance charges, late and other charges) and all records developed and retained by IB in connection therewith, shall be the sole property of IB or its assigns and Group shall have no rights or interests therein.

5. Royalties.

(a) During the term of this Agreement and in consideration of the use of Group's Marks and Lists, IB shall pay to Group certain Royalties as set forth on Exhibit A attached hereto.

(b) IB shall provide Group with a monthly reconciliation report. Upon request from Group, but not more frequently than one time in each 12 month period, IB shall provide the Group with a list of the current Account holders obtained by IB pursuant to this Agreement. Each such list shall constitute information subject to the confidentiality provisions described in Paragraph 7 and to the non-competition provisions contained in Paragraph 12 of this Agreement.

6. Relationship. Nothing in this Agreement is intended or shall be construed to constitute or establish an agency, joint venture, partnership or fiduciary relationship between the parties, and neither party shall have the right or authority to act for or on behalf of the other party.

7. Confidentiality.

For the term of this Agreement and or a period of one (1) year following its termination for any reason whatsoever, IB and Group (including their respective officers, directors, employees, agents, and assigns) shall keep confidential any and all information obtained from the other party concerning the assets, properties, business services, clients, trade secrets, organizational structure, philosophy, objectives, financial plans and results and other information relating to the other party (the "Confidential Information"), and shall not use such information (including without limitation this Agreement) for any purpose other than that purpose contemplated under this Agreement. Each party acknowledges the importance of maintaining the security and confidentiality of Confidential Information and agrees to take whatever measures are necessary to prevent the unauthorized or inadvertent transfer, disclosure, access or use of the other party's Confidential Information to or by any third party. Each party agrees to ensure that the terms and conditions of this Agreement are adhered to by all persons who have access to the other party's Confidential Information through such party at any time, including employees and agents, and shall be responsible for breaches of confidentiality by its own employees and agents, and shall be responsible for breaches of confidentiality by its own employees, agents and other parties who gain access to information through such recipient party. Each party further agrees that if any of the other party's Confidential Information is disclosed by the recipient party's employees or agents, such recipient party will notify the disclosing party in writing of the unauthorized misrepresentation, disclosure or use and take all steps, at its own

expense, reasonably necessary to enforce and to protect the disclosing party from additional disclosure and to remedy such misrepresentation, disclosure or use. The term Confidential Information, as used herein, does not include any information that (i) was lawfully in a party's possession prior to any disclosure by or on behalf of the other party, or (ii) becomes lawfully available to a party provided that the source of such information was not bound by a confidentiality agreement with or for the benefit of the other party, or (iii) is generally available to the public other than as a result of disclosure in violation of this Agreement. Confidential Information shall be disclosed only to those parties that are actively and directly participating in the Affinity Program and who need to know such Confidential Information for the purpose of executing the Affinity Program, and each party shall use best efforts to inform the receiving party of the confidential nature of such Confidential Information and directed to keep such Information confidential. However, no party hereto shall be obligated to keep confidential any information which: (i) was marked "not confidential," (ii) was in the possession of the receiving party prior to this Agreement; (iii) was lawfully obtained from a third party; or (iv) is required to be disclosed pursuant to applicable legal and/or regulatory requirements.

8. Representations and Warranties.

(a) IB represents and warrants that:

(i) it is a national association duly organized, validly existing and in good standing under the laws of the United States of America; and

(ii) the execution and delivery by IB of this Agreement, and the performance by IB of the transactions contemplated hereby, are within IB's banking authority, have been duly authorized, do not require any consent or other action by any third party or governmental body or agency (other than informational filings required by MasterCard or Visa), and do not contravene, violate or conflict with, or constitute a default under, any provision of applicable law or regulation or of the Articles of Association or by-laws of IB or of any agreement, judgment, injunction, order, decree or other instrument binding upon IB.

(b) The Group represents and warrants that:

(i) it is a not-for-profit association duly organized, validly existing and in good standing under the laws of the State of Kansas;

(ii) the execution and delivery by Group of this Agreement, and the performance by Group of the transactions contemplated hereby, are within Group's powers, have been duly authorized by all necessary action, do not require any consent or other action by any third party or any governmental body or agency, and do not contravene, violate or conflict with, or constitute a default under, any provision of applicable law, regulation, or under any governing documents, charter or bylaw, or any agreement, judgment, injunction, order, decree or other instrument binding on Group;

(iii) it is not currently aware of any claims, and is not currently involved in any litigation, challenging Group's proprietary interest and license in and to the Marks;

(iv) Exhibit C (the license agreement between the Kansas State University and the Group) and Exhibit D (the Athletic Corporate Sponsorship Agreement), both attached hereto (collectively the "Exhibit Agreements"), have been validly executed by the parties thereto and represent binding agreements between the respective parties to each agreement; and

(v) the Exhibit Agreements are recognized as material to the Affinity Program and that the Royalties to be paid to Group were, in part, calculated on the continued existence and enforcement of the Exhibit Agreements during the term of this Agreement and that a breach or default in either of the Exhibit Agreements shall also constitute a material default of this Agreement.

9. Release and Indemnification.

(a) IB shall not be responsible in any way for any misrepresentation, negligent act or omission or willful misconduct of Group, its affiliates, officers, directors, agents, or employees in connection with the entry into, or performance of, any obligation of IB under this Agreement.

(b) IB shall indemnify, defend and hold Group harmless from and against all claims, actions, suits or other proceedings, and any and all losses, judgments, damages, expenses, or other costs (including reasonable counsel fees and disbursements), arising from or in any way relating to (i) any actual or alleged violation or inaccuracy of any representation or warranty of IB contained in Paragraph 8 above, (ii) any act or omission of IB in connection with the issuance of Credit Cards and/or the administration of Credit Card Accounts which constitutes a violation of State of Kansas or federal banking or consumer credit laws or regulations, and (iii) any negligent act or omission or willful misconduct of IB or its directors, officers, employees, agents or assigns in connection with the entry into or performance of this Agreement.

(c) Group shall indemnify, defend and hold IB harmless from and against all claims, actions, suits or other proceedings, and any and all losses, judgments, damages, expenses or other costs (including reasonable counsel fees and disbursements), arising from or in any way relating to (i) any actual or alleged violation or inaccuracy of any representation or warranty of Group contained in Paragraph 8 above, (ii) any actual or alleged infringement of any trademark, copyright, trade name or other proprietary ownership interest resulting from the use by IB of the marks of Group as contemplated by this Agreement, and (iii) any negligent act or omission or willful misconduct of Group or its directors, officers, employees, agents or assigns in connection with the entry into or performance of this Agreement.

10. Term and Termination.

(a) Subject to the provisions of subparagraphs 10(b), (c) and (d) below, this Agreement shall be effective as of the date hereof and shall continue until June 30, 2010 (the

"Initial Term"). At termination, IB gives Group or its assigns the option to promptly purchase the entire Portfolio from IB for the balance of all Accounts, excluding any charge-offs, plus a minimum premium of twenty percent (20%). All conversion costs shall be at the sole expense of Group.

(b) If there is a default by either party in the performance of any term or condition of this Agreement (including any material misrepresentation by either party of any matter set forth in Paragraph 8 herein) or there is any breach or default of either of the Exhibit Agreements, and any such default or material misrepresentation in this Agreement or the Exhibit Agreements shall continue for a period of thirty (30) days after receipt of written notice thereof (setting forth in detail the nature of such default or misrepresentation), then this Agreement shall terminate as of the 31st day following the receipt of such written notice.

(c) This Agreement shall be deemed immediately terminated, without the requirement of further action or notice by either party, in the event that either party shall become subject to voluntary or involuntary bankruptcy, insolvency, receivership, conservatorship or like proceedings pursuant to applicable state or federal law.

(d) In the event any material change in any federal, state or local law, statute, operating rule or regulation, or any material change in any operating rule or regulation of either MasterCard or Visa makes the continued performance of this Agreement under the then current terms and conditions economically unprofitable under generally accepted accounting principles or legally prohibited, then IB shall have the right to terminate this Agreement upon 90 days advance written notice. Such written notice shall include a detailed explanation as evidence of the burden imposed as a result of such change.

(e) Upon termination of this Agreement:

(i) Group shall promptly return to IB all take-one and other marketing materials that have been supplied to Group by IB;

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

(iii) IB shall have the right, but not the obligation, to reissue Cards previously issued to Cardmembers pursuant to this Agreement and to issue Cards to applicants whose application are received after the effective date of such termination, in its own name and without any reference to Group on such Cards. However, all Cards must be converted at expiration or within three years from termination whether or not they have expired.

(iv) All obligations to Group shall cease after the effective date of such termination;

(v) If this Agreement is terminated due to an uncured material default by IB or by either party's election not to renew this Agreement, Group shall not be required to remit to IB any unearned portion of the Royalties as of the effective date of termination, if any; and

(vi) If this Agreement is terminated due to an uncured material default or material misrepresentation by Group of subparagraph (b) or (c) above or is terminated by Group without cause, Group shall immediately remit to IB any unearned portion of the Royalties as of the effective date of termination. The "unearned portion" is defined as the total of:

(1) the advance sum of \$4,880,000 divided by 144 months multiplied by the number of months that would be remaining in the Agreement if the Agreement had not been terminated. The month of termination is deemed a remaining month. For example:

If the Agreement is terminated on September 15, 2006, the unearned portion would be \$33,889 per month multiplied by 46 months equals \$1,558,894; and

(2) in the event Group, prior to June 30, 2010, terminates this Agreement pursuant to subparagraph (vi), and contracts with another provider of credit card services to provide similar services as those provided by IB under this Agreement, Group will pay IB an additional sum equal to the total value of the new agreement divided by the number of months of new agreement multiplied by the number of months remaining in the Agreement if the Agreement had not been prematurely terminated. In no event shall the additional sum required by this subparagraph (2) be less than \$166,667 for each month remaining in the Agreement if the Agreement had not been prematurely terminated.

(vii) If this Agreement is terminated due to an uncured material default or material misrepresentation by IB of subparagraph (b) or (c) above, all payments received at the time of termination shall be deemed earned.

(f) Nothing contained herein shall limit the remedies available to either Group or IB, including seeking monetary or equitable relief, in the event of a termination due to a violation of subparagraphs (b) or (c) above.

11. Exclusivity. During the term of this Agreement, IB shall have the exclusive right to perform the credit and/or charge card services contemplated by this Agreement, and Group agrees that during the term hereof it shall not by itself or in conjunction with others, directly or indirectly, or through any parent, affiliate or subsidiary, offer to endorse, or enter into any agreement with others for the provision of credit card or credit card related products or services to Group Members. Such products may be, but are not limited to, MasterCard, Visa, American Express, Discover, and Diners card products.

12. Non-Competition. With respect to all Accounts established pursuant to this Agreement, Group agrees that neither Group nor any entity which Group controls shall by itself or in conjunction with others, directly or indirectly, during the term of this Agreement, and for a period of one (1) year following the termination of this Agreement for any reason whatsoever, specifically target any offer of a credit card or credit card related product to cardmembers possessing an Account. Nothing to the contrary withstanding, Group may, after termination of this Agreement, offer current account holders the opportunity to participate in another credit card program endorsed by Group, provided Group does not make such offer only to such account holders but rather as a part of a general solicitation to all Group Members and provide further no such existing account holders are directly or indirectly identified as a cardmember of IB, or offered incentives different from that offered to all Group Members.

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

If to IB, to:

INTRUST Bank, N.A.
INTRUST Card Center
P.O. Box One
Wichita, KS 67201
Attention: William R. Jones, Senior Vice President

If to Group, to:

Kansas State University Alumni Association
2323 Anderson Avenue
Suite 400
Manhattan, Kansas 66502-2909
Attention: Amy Button Renz, President

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

14. Entire Agreement and Amendment. This Agreement, including exhibits, constitutes the entire understanding between the parties with respect to the subject matter, and supersedes all prior written and oral proposals, understandings, agreements and representations, all of which are merged herein. No amendment or modification of this Agreement shall be effective unless it is in writing and executed by all of the parties hereto. The previous agreement between the parties dated June 5, 1995, is hereby replaced in its entirety with this Agreement.

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

16. Assignment. This Agreement may be assigned by either party.

17. Annual Percentage Rate. IB shall provide the benefits as described in Exhibit E to Group cardmembers:

(a) for non-dues paying Group Members, the Annual Percentage Rate applied to each Account (the "APR") will be determined by IB in its sole discretion;

(b) for dues-paying Group Members in good standing with the Group, the APR will be one hundred (100) basis points below the APR given to non-dues paying Group Members;

(c) for students, the APR will be determined by IB in its sole discretion; and

(d) for any Group Member whose Account is in default with IB, the APR will be determined by IB in its sole discretion.

IB shall have the right to alter terms set forth in Exhibit E to mirror then current competition and circumstances. IB will notify Group of changes along with reason for change at least 60 days prior to said change effective date.

IB reserves the right to re-price individual cardmember accounts in keeping with its customary risk management procedures in the event that a cardmember exhibits delinquent or otherwise unfavorable behavior.

18. Severability. In the event that any provision of this Agreement shall, for any reason, be deemed to be invalid and unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

19. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Kansas.

20. Merchant Services. IB will provide merchant services to process Group's dues at no cost. Group understands that IB's processor currently charges \$15.00 for each chargeback and \$12.00 per each ticket copy request. IB reserves the right to charge Group for the costs. All other merchant services will be provided at cost plus twenty-five (25) basis points. Group shall not use any other merchant processor except IB while agreement is in effect.

21. Corporate Card Services. During the term of this Agreement, Group shall exclusively use IB's corporate card services.

22. ATM Services. If Group should decide to place an ATM on its premise, IB will be given the right of first refusal. If an IB ATM is placed on Group's premise, IB will incur no additional costs.

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

Kansas State University Alumni Association

By Amy Button Renz
Amy Button Renz, President

INTRUST Bank, N.A.

By William R. Jones
William R. Jones, Senior Vice President

EXHIBIT A

FEES AND ROYALTIES

A. During the term of this Agreement, IB agrees to pay to Group the following royalties for the use of the Marks in conjunction with the Affinity Program that is the subject of this Agreement.

1. IB shall pay to Group the sum of \$9,379,485 (The "Advance(s)") in the increments as set forth below. The Advances shall be paid to Group by IB provided that Group: (a) fulfills all its obligations hereunder; (b) shall review and approve in a timely manner IB's use of the Marks on all materials and programs submitted by IB; and (c) continues to perform under the Agreement.

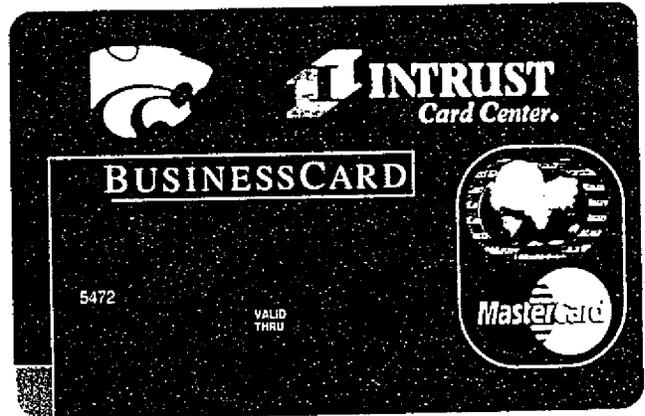
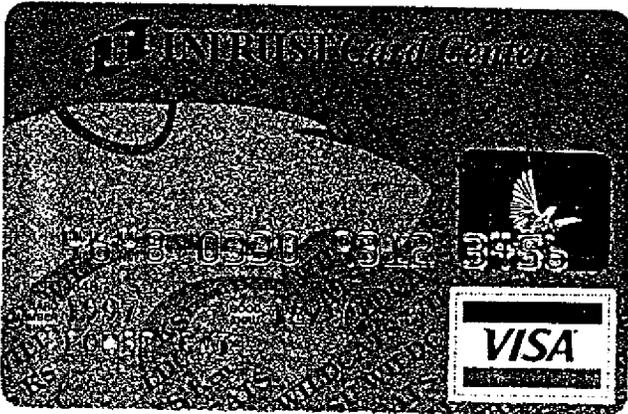
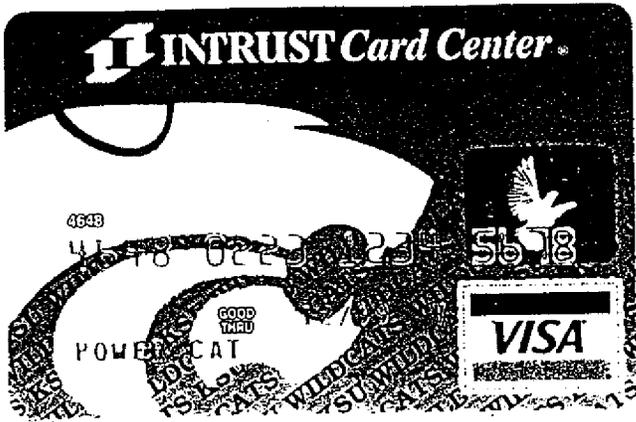
The Advances shall be paid as follows:

- (a) The sum of \$4,880,000 by July 6, 1998, and
- (b) the remainder payable in accordance with the following schedule.
The payments for each year beginning on each July 1, shall be paid in 12 equal monthly payments by the 20th day of each such month.

July 1, 1998	\$280,000
July 1, 1999	\$294,500
July 1, 2000	\$309,748
July 1, 2001	\$325,784
July 1, 2002	\$342,646
July 1, 2003	\$360,378
July 1, 2004	\$379,025
July 1, 2005	\$398,633
July 1, 2006	\$419,254
July 1, 2007	\$440,937
July 1, 2008	\$463,737
July 1, 2009	<u>\$484,843</u>

\$4,499,485

CURRENT CARD



Logo sheet: university marks

Kansas State University is the owner of all rights, title, and interest in these marks including trademarks and designs. The marks of Kansas State University are controlled under a licensing program administered by CLC.

K-State's purple is in Pantone violet, PMS 266 or PMS 268. Lettering may also be in black, white, or silver. Other colors for lettering will be consid-

ered for fashion purposes with the exception that blue or red will not be accepted.

Shading of the wildcat may be adjusted to fit product fashion. Line drawings for scanning and digitizing purposes are available through the university by calling 785-532-6269.

897

Verbiage

Kansas State University®
Kansas State™
K-State™
Wildcats™

Logo for stationery/publications (Pantone violet)

KSTATE™

KSTATE
Kansas State University.

KSTATE
Kansas State University.

KSTATE
Kansas State University.

KSTATE.

KSTATE
Kansas State University.

KSTATE
Kansas State University.

KSTATE
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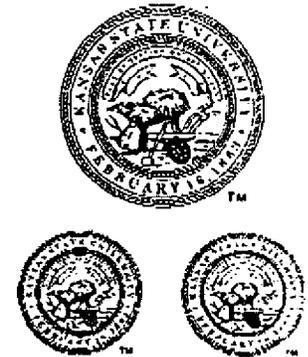
KSTATE.

KSTATE

KSTATE

KSTATE

University seal



Traditional marks



1-color



2-color

Coloring options



3 colors on purple (PMS 467, white & black)



2 colors (no blend—purple & black)



1 color

Questions about licensing applications of said logos on retail items should be referred to the Director of Licensing, Division of Institutional Advancement, Kansas State University, 122 Anderson Hall, Manhattan KS 66506-0110. You may also call 785 532 6269 or fax 785-532-6108.

Logo sheet: university mascot marks

Kansas State University is the owner of all rights, title, and interest in these marks including trademarks and designs. The marks of Kansas State University are controlled under a licensing program administered by CLC.

K-State's purple is in Pantone violet, PMS 266 or PMS 268. Lettering may also be in black, white, or silver. Other colors for lettering will be considered for fashion purposes with the exception that blue or red will not be accepted.

Shading of the wildcat may be adjusted to fit product fashion. Line drawings for scanning and digitizing purposes are available through the university by calling 785-532-6269.

897

Verbiage

Kansas State University®
Kansas State™
K-State™
Wildcats™

Mark for athletic teams (PMS 268 or 266 optional)



K-State secondary mark (PMS 266)



K-State secondary mark (PMS 266)



Optional PMS 467 (tan)



Logo sheet: university mascot youth marks

Kansas State University is the owner of all rights, title, and interest in these marks including trademarks and designs. The marks of Kansas State University are controlled under a licensing program administered by CLC.

K-State's purple is in Pantone violet, PMS 266 or PMS 268. Lettering may also be in black, white, or silver. Other colors for lettering will be considered for fashion purposes with the exception that blue or red will not be accepted.

Shading of the wildcat may be adjusted to fit product fashion. Line drawings for scanning and digitizing purposes are available through the university by calling 785-532-6269.

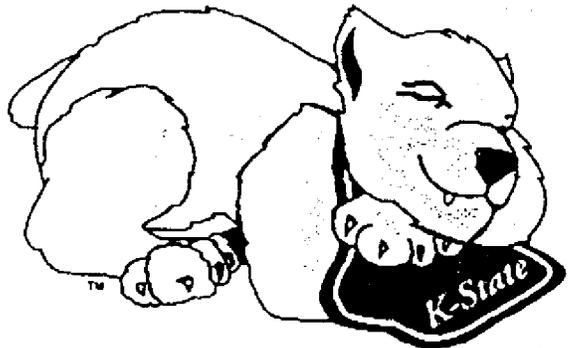
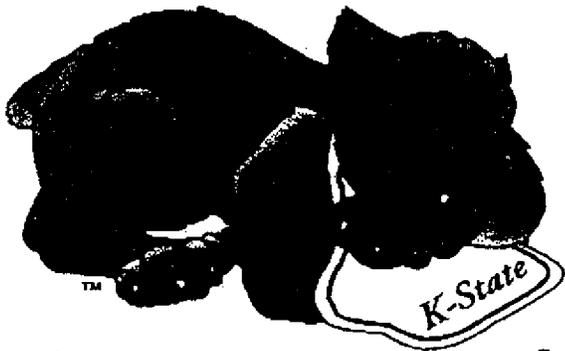
897

Verbiage

Kansas State University®
Kansas State™
K-State™
Wildcats™

PMS 266

Optional PMS 467 (tan)



Born a Wildcat™

Born a Wildcat™



EXHIBIT C

License between Kansas State University and Kansas State Alumni Association

May 6, 1998

Amy Button Renz
President
Kansas State University Alumni Association
2323 Anderson Avenue, Suite 400
Manhattan, KS 66502-2909

Dear Amy:

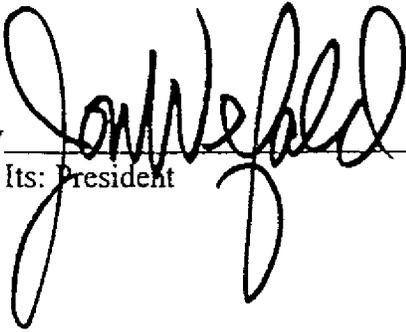
It is our understanding that the Kansas State University Alumni Association ("K-State AA") and INTRUST Bank, N.A. intend to enter into an Affinity Group Bankcard Agreement. Kansas State University ("K-State") hereby grants to K-State AA a limited license to use the "Marks" (as hereinafter defined) of K-State exclusively for an alumni affinity credit card program.

1. License to Use Marks. At all times from July 1, 1998 to June 30, 2010, K-State AA shall have the exclusive right and license to use the respective name, trademarks, servicemarks, copyrights, and logo of K-State as they now exist or as they may be modified in the future (collectively, the "Marks") solely in connection with an alumni affinity credit card program, including the right to sublicense all rights granted herein. Such Marks are set forth in the attached exhibit. K-State hereby agrees that the Marks may be used on either MasterCard or Visa Products. K-State agrees that it shall not grant any right or license for use of the Marks in any other credit card or charge card program, including, but not limited to, any program with a MasterCard, Visa, American Express, Discover Card, or Diners Card logo during the term of this license. Following termination of this license, Credit Cards issued during the term of this license may continue to bear the Marks until the normal expiration date thereof. Subject to and consistent with rules and regulations of Visa and MasterCard, K-State AA shall ensure that K-State AA's and its sublicensee's use of K-State's Marks are in compliance with the standards established by K-State with respect to the form of the Marks and their usage.

2. Representations and Warranties. (a) K-State represents and warrants that (I) the execution and delivery by K-State of this license is within K-State's powers, has been duly authorized by all necessary action, does not require any consent or other action by or in respect of, filing with, any third party or any governmental body or agency, and does not contravene, violate or conflict with, or constitute a default under, any provision of applicable law, regulation,

or under any governing documents, charter, or bylaw, or any agreement, judgment, injunction, order, decree, or other instrument binding on K-State and (ii) K-State is not currently aware of any claims, and is not currently involved in any litigation, challenging K-State's ownership of the Marks or K-State AA's use of Marks.

Kansas State University

by  _____
Its: President

ATHLETIC CORPORATE SPONSORSHIP AGREEMENT

THIS AGREEMENT, made effective this 29 day of June, 1998, by and between the Intercollegiate Athletic Council, Inc., hereinafter referred to as **ATHLETICS**, and Intrust Bank, N.A., a National Association, hereinafter referred to as **IB**

R E C I T A L S :

WHEREAS, Kansas State University Alumni Association, hereinafter referred to as **ALUMNI ASSOCIATION**, has entered into an agreement with IB, hereinafter referred to as the **AFFINITY AGREEMENT**, pursuant to which IB may market its MasterCard and Visa consumer credit card products and services, hereinafter referred to as **CREDIT CARDS**, to the alumni, officers, directors, employees, friends, faculty and staff members, students, and other individuals to be solicited by IB, collectively referred to as **K-STATE MEMBERS**; and

WHEREAS, in connection with IB's promotion of its Credit Cards, Athletics has agreed to grant IB the right to market its Credit Cards to fans, friends, students, other Kansas residents, and season ticket holders of Athletics, hereinafter referred to as **ATHLETIC MEMBERS**, through certain sporting events conducted by Athletics who may already be part of the alumni database; and

NOW, THEREFORE, the parties agree as follows:

1. **Term.** The term of this Agreement shall be identical to that of the Affinity Agreement and shall commence on the date hereof and shall terminate on June 30, 2010.
2. **Booths.** IB shall have the right to set up and maintain up to four (4) promotional booths (or such lesser amount as IB and Athletics mutually agree is appropriate

given the size of arena and/or stadium) during all Kansas State University football and men's and women's basketball games, or any other athletic event reasonably requested by IB, collectively referred to as the **GAMES**, during the term hereof in connection with the active solicitation and marketing by IB of the Credit Cards at any mutually agreed upon Games. Such solicitation and marketing activities may include the delivery of free gifts or premiums bearing some or all of the Marks (including without limitation, t-shirts) to any individual who applies for a Credit Card in connection therewith. Such booths shall be strategically located outside the entrance gates for football events and inside the arena for basketball events, with the exact location to be mutually determined by the Athletic Department and IB. Cats Closet will be included on a bid list for purchase of premiums by Intrust Bank as giveaways at the booths.

3. **Advertisements.** During the term hereof, IB shall receive at no additional cost one (1) full page four (4) color, if available, ad in each football Game program and men's basketball Game program. Additionally, during the term hereof, Athletics shall provide IB at the above referenced Games one (1) public service announcement and two (2) message board promotions.

4. **Consideration.** As full consideration for the foregoing rights described in this Agreement, Athletics shall be entitled to receive from IB the sum of \$200,000 on or before August 1, 1998, and to such additional consideration as is set forth on the attached Exhibit "A". IB shall make such payment directly to Athletics. No additional consideration shall be due and payable during the term herein in connection with this agreement other than as set

forth in this paragraph.

5. **Default.** IB shall have the right to terminate this Agreement if Athletics fails to perform as required hereunder and fails to cure the same within 30 days after receipt of notice of said default or if the Affinity Agreement is terminated for any reason.

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

If to IB to:

Intrust Bank, N.A.
105 N. Main St.
Wichita, Kansas 67202
Attn: William R. Jones, Senior Vice-President

If to Athletics to:

Intercollegiate Athletic Council, Inc.
Bramlage Coliseum
1800 College Avenue
Manhattan, Kansas 66502
Attn: Max Urick, Athletic Director

7. **Power and Authority.** Alumni Association and Athletics represent and warrant that each has the full power and authority to enter into and perform this Agreement which has been duly authorized by all necessary corporate action, and that this Agreement is valid, binding, and enforceable in accordance with its terms and those outlined in the agreement with

Alumni Association has with the University, and violate no other agreements now outstanding.

8. **Severability.** In the event that any provision of this Agreement shall, for any reason, be deemed invalid and unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

9. **Corporate Cards.** Athletics will be included on a bid list to consider using IB's corporate card program for all travel related expenditures during any negotiation for a new credit card.

10. **Merchant Processing.** Athletics will be included on a bid list to consider having the opportunity to process its merchant activity exclusively with IB at IB's normal rates.

11. **Agreement.** The parties acknowledge that this agreement is solely between Athletics and IB and that Alumni Association is not a party to this agreement nor required to perform any duties thereunder, or obligated to make or receive any payments pursuant thereto.

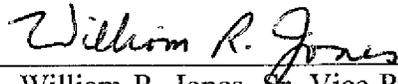
12. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Kansas.

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

INTERCOLLEGIATE ATHLETIC
COUNCIL, INC.

By: 
President

INTRUST BANK, N.A.

By: 
William R. Jones, Sr. Vice-President

**EXHIBIT A
PAYMENTS TO ATHLETICS**

IB shall pay to Intercollegiate Athletic Council of Kansas State University, Inc. (IAC), the sum of \$500,516.12 (The "Advance(s)") in the increments as set forth below. The Advances shall be paid to IAC by IB provided that IAC: (a) fulfills all its obligations hereunder; and (b) continues to perform under the Agreement.

The Advances shall be paid as follows:

- (a) The sum of \$200,000 on or before July 1, 1998 and
- (b) the remainder payable in accordance with the following schedule of each July 1 for 12 consecutive years.

July 1, 1998	\$ 20,000.00
July 1, 1999	\$ 20,800.00
July 1, 2000	\$ 21,632.00
July 1, 2001	\$ 22,497.28
July 1, 2002	\$ 23,397.17
July 1, 2003	\$ 24,333.06
July 1, 2004	\$ 25,306.38
July 1, 2005	\$ 26,318.64
July 1, 2006	\$ 27,371.38
July 1, 2007	\$ 28,466.24
July 1, 2008	\$ 29,604.89
July 1, 2009	\$ 30,789.08

EXHIBIT E

KANSAS STATE UNIVERSITY ALUMNI ASSOCIATION

Current Dues Paying Member Card Structure:

No annual fee if the card is used once in 12 months, is open and in good standing

16.8% annual percentage rate

25 day free period on cash and merchandise

Late payment fee: \$5 if the required minimum payment is \$25 or less, \$10 if the required minimum payment is more than \$25.

Cash advance fee: 2% of the amount of the cash advance (\$2 minimum)

Overlimit fee: \$20

Default pricing: If the card is not used once in 12 months the annual fee is \$15. If the card is two-cycle delinquent or closed, the annual percentage rate is 18%.

Non Dues Paying Member and Student Card Structure:

No annual fee if the card is used once in 12 months, is open and in good standing

17.88% annual percentage rate

25 day free period on cash and merchandise

Late payment fee: \$5 if the required minimum payment is \$25 or less, \$10 if the required minimum payment is more than \$25.

Cash advance fee: 2% of the amount of the cash advance (\$2 minimum)

Overlimit fee: \$20

Default pricing: If the card is not used once in 12 months the annual fee is \$18. If the card is two-cycle delinquent or closed, the annual percentage rate is 18%.

Businesscard Structure

\$19.00 annual fee

Balance due in full each month

Late payment fee: \$25

Overlimit fee: \$25

18% annual percentage rate

Gold Card Structure

No annual fee if the card is used once in 12 months, is open and in good standing

16.8% annual percentage rate

25 day free period on cash and merchandise

Late payment fee: 5% or \$25, whichever is less

Cash advance fee: 2% of the amount of the cash advance (\$2 minimum)

Overlimit fee: \$20

Default pricing: If the card is not used once in 12 months the annual fee is \$45. If the card is two-cycle delinquent or closed, the annual percentage rate is 18%.

EXHIBIT F

OTHER FINANCIAL PRODUCTS

IB shall have the right to offer other financial products to Group members. The products include but are not limited to:

- Deposit Products
 - Checking Accounts
 - Check Cards
 - Savings Accounts

- Loans
 - Consumer Loans
 - Equity Lines
 - Small Business Loans

- Investment Services

- Personal Trust

Other products may be added at any time pursuant to the conditions set forth in paragraph 3(c) of the Agreement.