

License between Wichita State University, WSU Intercollegiate Athletic Association, Inc. and Wichita State Alumni Association

This Agreement is made and entered into on February 12, 1999, by and between Wichita State University (hereinafter "WSU"), Wichita State University Intercollegiate Athletic Association, Inc. (hereinafter "ICAA") and the Wichita State University Alumni Association (hereinafter "WSU-AA").

WSU-AA and INTRUST Bank, N.A. (hereinafter referred to as "Sublicensee") intend to enter into an Affinity Group Bankcard Agreement. WSU and ICAA hereby grant to WSU-AA an exclusive limited license to use certain "Marks" (as hereinafter defined) of WSU and ICAA for an alumni affinity credit card program.

License to Use Marks. In consideration of the support of WSU, ICAA and alumni programs provided by the WSU-AA, WSU-AA is hereby granted from June 1, 1999 to May 31, 2011, the exclusive right and license to use the trademarks, servicemarks, copyrights, mascot, and other signs, logos, emblems, marks or symbols associated with WSU and ICAA as limited to and set forth and described in Attachment A hereto, which is incorporated into and made a part of this agreement by this specific reference (collectively, the "Marks") in connection with an alumni affinity credit card program, including the right to sublicense usage rights granted herein to Sublicensee for the sole and limited purpose of the WSU-AA alumni affinity credit card program. WSU and ICAA hereby agree that the Marks may be used on either MasterCard or Visa Products. WSU and ICAA 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, WSU AA shall ensure that WSU AA's and Sublicensee's use of WSU's Marks are in compliance with such standards as may be established by WSU and or ICAA. Usage of additional marks must be with the consent and approval of WSU and ICAA, said consent not to be ~~reasonably~~ ^{UNREASONABLY} withheld.

IN WITNESS HEROF, the parties hereto affix their signatures.

Approved As To
Legal Form
GENERAL COUNSEL
2/22/99

Donald L. Beggs
By: President, Wichita State University

Date: 2.22.99

[Signature]
By: Director of Athletics, Intercollegiate Athletic Association of Wichita State University

Date: 2-22-99

Wayne E. Hubbard
By: President, Wichita State University Alumni Association

Date: 2/23/99

WLS
MSA
DaB

**License between Wichita State University, WSU Intercollegiate Athletic Association,
Inc. and Wichita State Alumni Association**

Attachment A



"Mighty WU" logo



"WSU Wheat" logo

Exhibit C

AFFINITY CREDIT CARD AGREEMENT

This Agreement is made and entered into on April 12, 1999, by and between the Wichita State University Alumni Association (hereinafter "WSU-AA") and the Intercollegiate Athletic Association of Wichita State University (hereinafter "ICAA") and supercedes and replaces all prior agreements relating to the subject matter hereof.

I. Exclusive Rights

In consideration of the promises and covenants made herein, ICAA hereby grants to WSU-AA the exclusive right to sponsor and market a Wichita State University affinity MasterCard and/or VISA credit, business and debit product (hereinafter "Credit Card") to athletic patrons and supporters (including members of "SASO", the Shocker Athletic Support Organization, and season ticket holders). These rights shall include the exclusive rights to promote a Credit Card at athletic events. During the term hereof, ICAA agrees that it will not grant Credit Card program marketing rights to any other entity, including another affinity card program; that it will not enter into an agreement to take part in or market its own affinity card program; and that is will not engage in conduct that would in any way prevent the WSU-AA and INTRUST Bank, N.A. (hereinafter the "Representative") from being recognized as the exclusive marketer of affinity cards for Wichita State University.

II. Marketing Rights

ICAA shall grant WSU-AA and Representative exclusive access to Wichita State University athletic events for the purpose of marketing its affinity program to athletic event attendees, in such frequency as WSU-AA and Representative shall reasonably

desire. Such rights shall include the opportunity for the WSU-AA and its Representative to maintain two (2) to three (3) promotional booths of reasonable size, or the equivalent thereof, to be located in high traffic areas in separate locations of the University facility at which the athletic event is to be held. The number and locations of booths to be mutually agreed upon by ICAA and Representative. The ICAA shall provide at least two complimentary admissions to such events to Representative for official marketing at those events. Additionally, ICAA shall grant WSU-AA and Representative rights to include inserts regarding the affinity Credit Card program in at least two ICAA mailings per year; printing costs for such inserts to be the responsibility of WSU-AA or it Representative. ICAA will permit WSU-AA and its Representative the use of other information relating to supporters, donors, and attendees of Wichita State University athletic events for purposes consistent herewith.

III. Sponsorship

In exchange for the rights granted to WSU-AA by ICAA, WSU-AA shall pay to ICAA the annual sum of \$10,000.00 for each of the next twelve (12) consecutive years, beginning in 1999. Such sums shall be used for the SASO endowed scholarship fund. Payments shall be made no later than October 31st of each year during the term hereof.

IV. Term

The term of this Agreement shall commence on or about June 1, 1999, and terminate on or about May 31, 2011, unless terminated as set forth in Section V.

V. Contingent Nature of Agreement

The obligations of the parties hereunder are contingent upon WSU-AA entering

into, and continuing, an agreement of like term with Representative to issue and market a Wichita State University affinity Credit Card. In the event such agreement is not entered into, or is terminated prior to the expiration of the term hereof, this Agreement shall not become affective, or shall terminate (as the case may be), and the parties hereto shall be relieved of all obligations to be performed subsequent to the date thereof.

VI. Interpretation

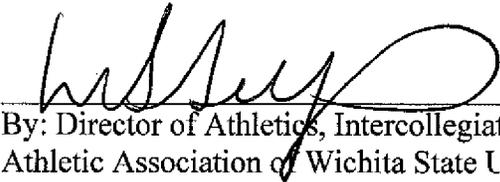
This Agreement should be liberally construed to achieve its purpose of allowing marketing of the WSU-AA affinity Credit Card program to the supporters of Wichita State University athletic programs. This Agreement shall be construed in accordance with the laws of the State of Kansas.

IN WITNESS HEREOF, the parties hereto affix their signatures.



By: President, Wichita State
University Alumni Association

Date: 4-20-99



By: Director of Athletics, Intercollegiate
Athletic Association of Wichita State University

Date: 4-13-99

EXHIBIT D
WICHITA STATE UNIVERSITY ALUMNI ASSOCIATION, INC
AFFINITY CARD PROGRAM BENEFITS

Pricing

- No Annual Fee when the card is used once a year and the account remains in good standing
- Platinum product: Prime Rate + 5.9% APR (currently 13.65%)
- Classic product: Prime Rate + 7.9% APR
- Classic product (students): Prime Rate + 8.9% APR

Miscellaneous Pricing

- Same APR for both cash and purchases
- 25-Day grace period on purchases
- 3% Cash Advance Fee, \$5 minimum
- Up to \$25 Overlimit Fee
- Up to \$25 Late Payment Fee
- If Classic account is not used once a year, annual fee is \$19
- If Platinum account is not used once a year, annual fee is \$49
- If account does not remain in good standing, APR is up to 22.99%

EXHIBIT E

OTHER FINANCIAL PRODUCTS

IB shall have the right to offer other financial products to Group members. At no time will other IB product offers be in direct conflict with any subsequent IB contract for other financial products. 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.

AFFINITY GROUP ROYALTY LICENSING AGREEMENT

THIS AGREEMENT, made effective this 1st day of June, 1999 by and between Wichita State University Alumni Association, Inc., not-for-profit association having its principal office at 4205 E. 21st Street, Wichita, KS 67208 (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 Wichita 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 logos 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 Attachment A of 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 in accordance with paragraph 10 (e) (iii). Subject to and consistent with the rules and regulations of MasterCard and Visa 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) of the Group Members and friends of Wichita 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 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 return all lists upon completion of use of list no later than 3 months after campaign analysis. 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 to use such Lists 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. Upon termination of this agreement the Lists provided by the Group shall be returned immediately to the 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. 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. If a response has not been received within five (5) business days, IB will move forward. 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. 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 described in Exhibit E. 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, 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 by the other party "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 not referred to in subsection 8(b)(iv) below, 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) The license agreement between Wichita State University (WSU), WSU Intercollegiate Athletic Association, Inc. (ICAA) and WSUAA (Exhibit B) and the Affinity Credit Card Agreement between WSUAA and ICAA (Exhibit C), all 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 any 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. Group shall not be responsible in any way for any misrepresentation, negligent act or omission or willful misconduct of IB its affiliates, officers, directors, agents, or employees in connection with the entry into, or performance of, any obligation of Group 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 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 May 31, 2011 (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 premium of twenty-five percent (25%). All conversion costs shall be at the sole expense of Group.

(b) If there is a default or breach:

(i) 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) and any such default or material misrepresentation in this Agreement 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.

(ii) of any of the Exhibit Agreements, and any such default or material representation of 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 and the provision for payment of unearned portion of royalties required in paragraph 10 (e) (vii) shall apply.

(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 such changed terms and conditions unduly financially burdensome 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) IB shall immediately return to Group all property of Group including but not limited to the Lists.

(vi) If this Agreement is terminated due to

(i) an uncured material default by IB,

(ii) or IB's election to terminate this agreement,

(iii) 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

(vii) 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:

a) the advance sum of \$312,000 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 August 31, 2006, the unearned portion would be \$2,166 per month multiplied by 57 months equals \$123,499.

(viii) 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 provided 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:

Wichita State University Alumni Association, Inc.
1845 Fairmount
Wichita, KS 67260-0054
Attention: Bradford Beets, Executive Director

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.

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 not be assigned by either party without the prior written consent from the other party, of which consent will not be unreasonably withheld.

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

IB shall have the right to alter terms set forth in Exhibit D 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. Corporate Card Services. During the term of this Agreement, Group shall exclusively use IB's corporate card services.

21. 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 fees.

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

Wichita State University Alumni Association, Inc.

By 
Max E. Hubbard, President

INTRUST Bank, N.A.

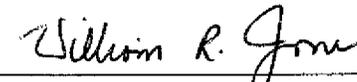
By 
William R. Jones, Senior Vice President

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 \$ 3,312,000 (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 \$ 312,000 not before July 1, 1999, but no later than July 31, 1999 and
- (b) the remainder payable in accordance with the following schedule.
The payments for each year beginning on each June shall be paid in 12 equal monthly payments by the 20th day of each such month.

June 1999	\$165,000
June 2000	\$175,000
June 2001	\$190,000
June 2002	\$205,000
June 2003	\$220,000
June 2004	\$235,000
June 2005	\$250,000
June 2006	\$270,000
June 2007	\$290,000
June 2008	\$310,000
June 2009	\$330,000
June 2010	\$360,000

B. If at the end of each contract year, .75% of net sales exceeds the set royalty amount, IB will forward the difference to Group within 60 days of the end of the contract year.