

AFFINITY AGREEMENT

THIS Agreement entered into this 23rd day of April, 2009, by and between the INTRUST Bank, N.A. (INTRUST Card Center), hereinafter called "ICC", and Butler County Community College Foundation, a 501c3 non-profit, hereinafter called "Group."

Whereas, ICC is a principal member of Visa, USA, Inc., hereinafter called "Visa"; and

Whereas, ICC has established the Affinity Program, hereinafter called "Program", which offers the Group certain benefits to its alumni, directors, employees, friends, faculty, staff, and students, hereinafter called "Members"; and

Whereas, Program benefits include the offering of Visa consumer credit, or future offering of business and debit products and related services, hereinafter collectively called "Cards"; and

Whereas, the Group desires to offer such Program to its Members.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties hereto agree as follows:

1. Solicitation of Group Members - Group shall deliver upon request, at its sole cost, to ICC the name, address and or E-mail address (the "List") of each of its current Members in a format approved by ICC. Group shall provide ICC with updated Lists at least two (2) times per year. ICC shall solicit such Members and other individuals of the Group to open Visa accounts. ICC warrants that it will not use such List for any purpose not specifically permitted by this Agreement. ICC shall have the exclusive right to market to the Members, and to all individuals who agree to receive the benefits of the Program, and other financial products which do not compete with other products or services offered by Group.
2. Group Events - ICC shall have exclusive access to Group athletic events for the purpose of marketing the Program to event attendees. ICC shall maintain two (2) to three (3) promotional booths of reasonable size to be located in high traffic areas in separate locations at the event. Group shall provide at least two (2) complimentary admissions to such events to ICC for official marketing.
3. Approval of Accounts - 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 ICC.
4. Issuance of Cards - All credit decisions, including but not limited to, the initial approval of accounts, the ongoing servicing, and the closing of accounts, shall be within the exclusive discretion of ICC. If a Member is approved, ICC shall issue one or more specially designed Visa Cards, hereinafter called "Cards", with the Group's Marks (as defined in section 6) thereon.
5. Advertising and Promotion Materials - All advertising and promotion materials

used by ICC for the Program shall be first submitted to Group for written approval. If Group does not disapprove in writing the proposed material within 3 business days, the use of such material is deemed approved. All Program advertising and Program materials developed by Group must first be submitted to ICC for its approval.

6. Use of Logo - Group warrants that it has the authority to license the use of the current and future name, trademarks, mascot, and logo, hereinafter collectively called "Marks", for use by ICC in the Program. Group hereby grants ICC the license to reproduce such Marks on all Cards and promotional materials. Such license shall expire upon the termination of the Agreement, except that ICC shall be under no obligation to reissue Cards without the Marks except at the normal reissue dates of the Cards.

7. Royalty to Group - In consideration of the use of the Marks and Lists, ICC shall pay Group on a monthly basis in accordance with the terms set forth in Exhibit "A" attached hereto. Upon request, ICC shall provide Group with financial reports to substantiate all required payments.

8. Ownership of Accounts - All Program accounts shall be owned exclusively by ICC. Except for the royalty due Group as disclosed in paragraph 7, all income and losses of the Program accounts are the property of ICC.

9. Operational and Processing Services - ICC shall provide, at its sole expense, all operation, processing and service functions on Member accounts. Group will be assigned an account representative to be the liaison between ICC and Group.

10. Indemnification - ICC agrees to use its best efforts to comply with all federal and state laws and regulations governing the issuance and operation of all Program accounts. ICC agrees to indemnify and hold Group harmless from any and all costs and expenses, including litigation costs, which may be incurred by Group arising from any Program solicitation or Card issuance by ICC.

Group shall indemnify and hold ICC harmless from any and all costs and expenses, including litigation costs, which may be incurred by ICC arising from any negligent act or omission or willful misconduct of Group or its officers, employees or agents.

11. Confidentiality - For the term of this Agreement and or a period of one (1) year following its termination for any reason whatsoever, ICC and Group (including their respective officers, directors, employees, agents and assigns) shall keep confidential any and all Member data and 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, hereinafter called "Confidential Information", and shall not use such information (including without limitation this Agreement) for any purpose other than contemplated under this Agreement. Each party agrees that all Confidential Information shall remain the sole and exclusive property of the party supplying the Confidential Information. 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, copy, sell, disclosure, access or use of the other party's Confidential Information to or by any third party. Each party shall instruct

its employees, agents, and contractors to use the same care and discretion with respect to the Confidential Information of the other party that ICC and Group each require with respect to their own most confidential information, but in no event less than a reasonable standard of care, including the utilization of security devices or procedures designed to prevent unauthorized access to Confidential Information. The term Confidential Information, as used herein, does not include any information the (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.

12. Termination - This Agreement shall be effective for five (5) years from the date hereof. Thereafter, this Agreement shall be automatically renewed for periods of 3 years unless either party delivers a written notice of termination at least 180 days before the termination date of its intent not to renew the Agreement.

After this Agreement is terminated, the receivables generated by the Program shall be the sole property of ICC and ICC has the right to reissue, at its sole discretion, a new credit card to any Group Cardholder at the normal reissue date of such Cardholder.

Termination of this Agreement shall not affect any Program transaction entered into prior to the effective date of the termination. At termination, ICC, at its sole discretion, may give Group the option to promptly purchase the entire Program from ICC for the account balances plus a premium portfolio of twenty-five percent (25%). All conversion costs shall be at the sole expense of Group.

If there is a default or breach by either party in the performance of any term or condition of this Agreement and any such default or breach 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 at the option of the non-defaulting party. If the non-defaulting party does not elect to terminate this Agreement, the non-defaulting party may file suit for injunctive relief to require the defaulting party to comply with the terms of this Agreement.

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 ICC 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.

13. Statement Messages - Group may print statement messages on the monthly statements at no charge. The length of such messages will be limited only by computer software capacity. ICC reserves the right to preempt any submitted Group message and print its own message if required for legal or customer service reasons.

14. Inserts - Group may insert literature from time to time with the monthly periodic

statements of members so long as such inserts meet the insert size specifications for all ICC inserts. Due to machine capacity restrictions, Group is limited to one (1) insert each month. In the event Group desires additional inserts in a month, Group may make a written request and ICC will use its best efforts to accommodate Group. Such inserts shall be at the sole cost of Group and all out-of-pocket charges to ICC for such inserts shall be paid by Group to ICC. Group authorizes ICC to deduct all such expenses from the compensation due Group as set forth in paragraph 7.

15. Account Terms - Account terms for each Member account may be amended by ICC at any time in order to comply with federal or state legal requirements or to remain competitive in the credit card industry.

16. Merchant Services. ICC has the right to bid for all merchant services provided to the Group at cost plus twenty-five (25) basis points. Group understands that ICC's processor currently charges \$15 for each chargeback and \$12 for each ticket copy request. ICC reserves the right to charge Group for these costs. To facilitate ICC's bid, Group will provide current merchant statements to ICC. Group will recommend ICC's right to bid for merchant services provided to but not limited to the bookstore, athletics and the college.

17. Commercial Card Services. During the term of this Agreement, Group shall exclusively use ICC's commercial card services.

18. Exclusivity - ICC is granted the exclusive right to issue Cards on behalf of the Group during the term of this Agreement. Group shall not permit nor authorize any other credit card issuer, promoter, facilitator or agent to solicit or issue credit cards on behalf of the Group, or in the name of the Group, or on behalf of any affiliate of the Group.

19. 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: Linda Cullinan, Vice President

If to Group, to:

Butler Community College Foundation
901 S. Haverhill Road
El Dorado, KS 67042
Attention: Stacy Cofer, Chief Advancement Officer

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.

20. 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.

21. 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.

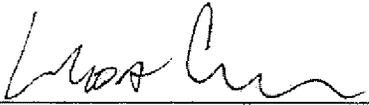
22. Severability - In the event that any provision of this Agreement shall, for any reason, be deemed to be invalid and unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

23. Applicable Law - This Agreement shall be governed by the laws of the State of Kansas.

24. Binding Effect - The rights and obligations of the parties to this Agreement shall inure to the benefit of, and shall be binding upon, the heirs, personal representatives, successors and assigns of the parties.

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

INTRUST Bank, N.A.
INTRUST Card Center (ICC)

By 
Title VICE President

Butler Community College
Foundation (Group)

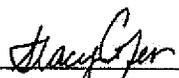
By 
Title Chief Advancement Officer

Exhibit A
Butler Community College

Royalty

ICC shall pay Group, provided Group fulfills all its obligations described in this Agreement, the sum of \$89,500 in the annual increments below. Payments for each year beginning on May 1, 2009, shall be paid in 12 equal monthly payments by the 20th day of each month.

Year 1	\$17,900
Year 2	\$17,900
Year 3	\$17,900
Year 4	\$17,900
Year 5	\$17,900