

## ADVERTISING AND LICENSING AGREEMENT

This Advertising and Licensing Agreement (the "Agreement") is made this 10<sup>th</sup> day of December, 2009 by and between Compass Bank, an Alabama banking corporation ("Compass"), and Crimson Tide Sports Marketing, L.L.C. ("CTSM").

### AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Compass and the CTSM agree as follows:

- 1. Term.** The term for this Agreement will begin on the latest date written beside the signatures below and will continue for one (1) year. Either party may terminate this Agreement at any time with 30-days written notice to the other party. Either party may terminate this Agreement without prior written notice upon a material breach of this Agreement. This Agreement shall automatically renew for successive one-year terms as stipulated in Exhibit C unless either party provides 30-day written notice of the intent not to renew.
- 2. Obligations of CTSM.** During the term of this Agreement, CTSM shall arrange for scheduled displays promoting Compass and its services and products at University of Alabama home athletic events, displays of banner advertisements promoting Compass and its services and products on University of Alabama websites, and placements of advertisements promoting Compass and its services and products on the Crimson Tide Radio Network, as described in Exhibit A. All materials promoting Compass and its products and services shall be supplied by Compass.
- 3. Use of University of Alabama Name, Logo, or Other Proprietary material.** CTSM hereby grants Compass a perpetual, non-transferable, non-exclusive, royalty-free, world-wide license to place the official University of Alabama name and official University of Alabama marks, logos and other proprietary material listed in Exhibit B (referred to herein as the "Licensed Material") on Consumer and Small Business Compass Debit and Pre-paid Card products, Compass Credit Card products, and Checks and Check accessories (eg Checking cover) issued to Compass customers, and use the University of Alabama name and Licensed Material in connection with the promotion of Compass and its products and services. This license also includes the right to make, display, print and reproduce the University of Alabama name and Licensed Material in print and electronic media. Notwithstanding a termination of this Agreement, Compass is granted a continuing license to use the official University of Alabama name and other Licensed Material on Compass Check Cards, Credit Cards and Checks issued prior to such termination. All Licensed Material will be provided to Compass by CTSM and all designs of Licensed Material places on Compass products or promotional materials shall be approved by CTSM prior to production.

4. **Use of "Bama Banking."** CTSM hereby grants Compass a perpetual, non-transferable, exclusive, royalty-free, world-wide license to use the phrase "Bama Banking" or similar mark (we are doing trademark search for Bama Banking, if it is not available we want to come up with another alternative that CTSM approves) to promote Compass banking products featuring the official University of Alabama name, logos or marks licensed to Compass under this Agreement. This license includes the right to make, display, print and reproduce the words "Bama Banking" in print and electronic media.
5. **Compensation to CTSM.** Compass shall pay CTSM in accordance with the terms set forth in this Agreement and in Exhibit C. ~~All invoices shall be paid within thirty (30) days of receipt of invoice by Compass, except in the event of a good faith dispute as to the calculation of the invoice or the services provided. Compass shall promptly give written notice to CTSM stating the details of any such dispute within thirty (30) days of the date of invoice containing the disputed item or items. If Compass fails to pay the CTSM within 30 days, Compass shall attach a late penalty as stipulated in Exhibit C. .~~ All payments are exclusive of taxes
6. **Representations and Warranties.** CTSM warrants that it has the authority to grant the licenses for the use of the official University of Alabama name and University of Alabama Licensed Material and that Compass' use of the Licensed Material will not infringe any other third party's rights, including intellectual property rights. CTSM warrants that it has the requisite power, approvals and authority (including governmental and regulatory approvals, and requisite approval from the University of Alabama, the University of Alabama's Licensing Department, The Collegiate Licensing Company, and the NCAA) necessary to execute, deliver, and perform this agreement. CTSM further represents, covenants and warrants that the execution, delivery or performance of this Agreement will not conflict with, violate or result in a breach of or deficit under any agreement, charter, bylaw, restriction, ordinance, rule, order, certificate, license, regulation or decree of any court.
7. **Indemnification.** CTSM and Compass each will indemnify and hold harmless the other party, its directors, officers, agents, employees, affiliates, successors and assigns from and against any and all liability, causes of action, claims and the reasonable and actual costs incurred in connection therewith resulting from either (i) the material breach of this Agreement by CTSM or Compass, (ii) the breach of any representation or warranty contained herein, or (iii) the willful acts or omissions of CTSM or Compass, respectively as the case may be. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints that may reasonably result in the indemnification by the other party.
8. **Confidentiality.** Each party agrees not to disclose, directly or indirectly, any confidential information provided to the other party pursuant to this Agreement, except as performance under this Agreement requires or permits.
9. **Non-exclusivity.** This Agreement shall not be deemed to create an exclusive-dealing relationship between the parties.

10. **Notices.** All notices and other communications to be provided under this Agreement shall be in writing and shall be given to the applicable party at its address or telecopy number set forth below or such other address or telecopy number as the party may later specify for that purpose by notice to all other parties. Each communication shall be deemed given and received:

(1) If sent by telecopy, when the telecopy is transmitted to the party's telecopy number and confirmation of complete receipt is received by that transmitting party;

~~(2) If hand-delivered, when delivered;~~

~~(3) If sent by a nationally recognized and reputable overnight mail delivery service, the business day after sending the communication; or~~

(4) If given by certified mail, return receipt requested, postage prepaid, five business days after posted with the United States Postal Service.

If to Compass:

Compass Bank  
Attention:  
15 South 20th Street Ste. 1202  
Birmingham, Alabama 35203  
Telecopy Number: 205-297- 1193

With a copy to:  
Compass Bank  
General Counsel  
15 South 20th Street  
Birmingham, Alabama 35203  
Telecopy Number: 205-297-3043

If to CTSM:

Crimson Tide Sports Marketing \_\_\_\_\_  
Attention: Tom Brooks \_\_\_\_\_  
Bryant-Denny Stadium- Gate One \_\_\_\_\_  
920 Paul Bryant Drive \_\_\_\_\_  
Tuscaloosa, AL 35487 \_\_\_\_\_  
Telecopy Number: (205) 348-9600 \_\_\_\_\_

11. **Miscellaneous.**

(a) Modification. This Agreement may not be altered unless such alteration is contained in a writing signed by all of the parties.

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(b) Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, between the parties.

(c) Governing Laws. This Agreement shall be subject to and construed pursuant to the laws of the State of Alabama without regard to its conflict of laws provisions.

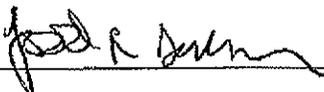
(d) Successors and Assignees. The rights and obligations under this Agreement are not assignable or delegable by any party unless otherwise agreed to in writing by the other parties and any attempt at any such assignment or delegation shall be deemed null and void. References to the parties herein shall be deemed to include all successors and proper assigns of each such party.

(e) Severability. If any term or condition of this Agreement is held by any governmental agency or court of competent jurisdiction to be invalid or unenforceable, the balance of this Agreement shall remain in effect.

(f) Headings. Section numbering, subdivisions, headings, and titles are for reference only and shall not be construed to affect the meaning of the text of this Agreement.

(g) Signing Authority. Each individual signing below on behalf of a party represents and warrants that he or she has the authority to sign this Agreement on behalf of that party.

**Compass Bank**

By: 

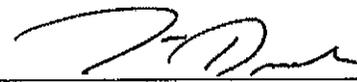
Printed Name: Todd R. Decker

Its: \_\_\_\_\_

Phone number: 205-297-2363

Date: 12-10-09

**Crimson Tide Sports Marketing, LLC**

By: 

Printed Name: Tom Brooks

Its: \_\_\_\_\_

Phone number: 205-348-9605

Date: 12/10/09

Compass and CTSM Advertising and Licensing Agreement

**Exhibit A**

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CTSM shall provide to Compass:

~~(1) Reference attached document: Contract #LCI146204~~

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Compass and CTSM Advertising and Licensing Agreement

**Exhibit B**

Names, Trademarks, and Logos Licensed to Compass for use under the Agreement:

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(to be provided to Compass by CTSM. All uses of Names, Trademarks, images and Logos Licensed to Compass must be pre-approved by CTSM)

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Below is an example of an Alabama trademark: Compass is not limited to just this trademark—it is just an example.



Handwritten initials, possibly "JD", in the bottom right corner of the page.

Compass and CTSM Advertising and Licensing Agreement

**Exhibit C**

**TERMS and CONDITIONS:**

The terms of the agreement shall be from 12/1/2009 through 12/31/2010. Neither party shall have rights defined in this agreement after contract expiration.

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Payments terms:

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December 1, 2009    \$ 150,000.00

This agreement shall automatically renew for successive one-year terms at a 4% increase in fees unless either party provides 30-day written notice of the intent not to renew. Late payment(s) are subject to interest charges of 2% per month (24% APR).

As used here, sponsor includes any successor in interest thereto. This contract is non-cancelable.

JD



# Marketing & Advertising Contract

on behalf of the University of Alabama Athletics

Todd Decker  
BBVA Compass Bank  
15 South 20th Street  
Birmingham, AL 35233

Advertiser: BBVA Compass Bank  
Start Date: 12/1/2009  
End Date: 12/31/2010  
Phone: (205) 297-2363  
Contract #LCI146204

## *Crimson Tide Sponsorship includes the following inventory:*

- Opportunity to use the official logos/marks and images of the University of Alabama in conjunction with a 2010 pre-approved consumer debit/ credit card promotion. All designs and collateral material must be approved by Crimson Tide Sports Marketing prior to production. Crimson Tide Sports Marketing agrees to provide all logos/marks and images for use in this promotion.
- Two (2) :30 second Network commercials in the 2010 National Championship preview show with Nick Saban
- Two (2) :30 second Network radio commercials in the 2010 National Championship game broadcast
- One (1) :30 second Network feature in the 2010 National Championship game broadcast
- One (1) :30 second Network radio commercial in all remaining 2009-10 basketball game broadcasts
- Two (2) 2010 National Championship game tickets
- Eight (8) 2010 football season tickets and eight (8) 2009-10 basketball season tickets
- Two (2) 2010 football season parking passes and two (2) 2009-10 basketball season parking passes
- Twenty (20) game tickets and twenty (20) pre-hospitality passes for the Crimson Tide Corporate Village to be used for one (1) game during the 2010 football season. Football game will be mutually agreed upon based upon availability.
- Opportunity to conduct pre-game displays at the following home events: Two (2) 2009-10 Men's Basketball games, one (1) 2010 Gymnastics meet, two (2) Baseball & Softball games, 2010 A-Day Game, 2010 Football Fan Photo Day, and two (2) 2010 home football games (dates to be determined).
- Presenting Sponsorship of the 2010 Alabama A-Day Spring Game which includes the following inventory: four (4) :30 second Network commercials during the game broadcast, three (3) minutes of LED signage during the A-Day Game, three (3) public address announcements during the A-Day Game including video board logo display, two (2) on-field temporary banners to be hung during the A-day Game, four (4) VIP suite tickets in the Crimson Tide Sports Marketing box, logo on the front cover of the A-Day game program, one (1) full page color ad in the A-Day game program, public mentions in all pre-game media releases
- Six (6) months of banner advertisement on rolltide.com, the official website of University of Alabama Athletics, starting 1/1/10.
- Opportunity to conduct three (3) e-mail blasts to the Crimson Tide fanbase
- One (1) half inning LED display on the baseball and softball scoreboards during each 2010 home game

### **Crimson Tide Sports Marketing Mailing Address**

December 10, 2009  
Page 1

Bryant Denny Stadium  
Box 870339  
Tuscaloosa, AL 35487  
Phone: 205.348.9600, Fax: 205.348.9601

### **Delivery Address:**

920 Paul W. Bryant Drive  
Bryant Denny Stadium  
North End Zone, Gate 1  
Tuscaloosa, AL 35487



# Marketing & Advertising Contract

on behalf of the University of Alabama Athletics

Investment: \$150,000.00 net

## TERMS and CONDITIONS:

The terms of the agreement shall be from 12/1/2009 through 12/31/2010. Neither party shall have rights defined in this agreement after contract expiration.

### Payments terms:

December 1, 2009 \$ 150,000.00

Late payment(s) are subject to interest charges of 2% per month (24% APR).

As used here, sponsor includes any successor in interest thereto. This contract is non-cancelable and agreement is governed by the laws of the state of Missouri.

## ACCEPTED and AGREED:

**BBVA COMPASS BANK**

By: \_\_\_\_\_

Date: \_\_\_\_\_

12-10-09

**CRIMSON TIDE SPORTS MARKETING, L.L.C.**

By: \_\_\_\_\_

Tom Brooks  
Account Executive

Date: \_\_\_\_\_

12/10/09

### **Crimson Tide Sports Marketing Mailing Address**

December 10, 2009  
Page 2

Bryant Denny Stadium  
Box 870339  
Tuscaloosa, AL 35487  
Phone: 205.348.9600, Fax: 205.348.9601

### **Delivery Address:**

920 Paul W. Bryant Drive  
Bryant Denny Stadium  
North End Zone, Gate 1  
Tuscaloosa, AL 35487



Marketing  
P.O. Box 2400, 10th Floor, 1285  
Birmingham, AL 35202  
Phone: 205-291-7000  
Fax: 205-291-7000

May 4, 2010

Crimson Tide Sports Marketing  
Tom Brooks  
Account Executive  
Bryant-Denny Stadium-Gate 1  
920 Paul Bryant Drive  
Tuscaloosa, AL 35487  
(205) 348-9600

RE: Letter of Intent to Extend Contract

Dear Tom:

As per the existing Advertising and Licensing Agreement (the "Agreement") executed on December 10, 2009 between Compass Bank, an Alabama banking corporation ("Compass"), and Crimson Tide Sports Marketing, LLC ("CTSM"), Compass desires to formally extend the partnership for two (2) successive one-year terms as stipulated in Exhibit C (Terms and Conditions) from 12/1/2010 to 12/31/2012. Neither party shall have rights defined in this agreement after contract expiration. Payment terms shall automatically renew at a 4% increase in fees unless either party provides 30-day written notice of the intent not to renew. Late payment (s) are subject to interest charges of 2% per month (24% APR).

In the event that the credit card category is restricted from the Agreement, CTSM and Compass agrees to substitute additional sponsorship inventory to the Agreement of equal or greater value. Sponsorship inventory must be mutually-agreed upon prior July 1<sup>st</sup> of each year of the Agreement.

Payment terms:

December 1, 2010-	\$ 156,000.00
December 1, 2011-	\$ 162,500.00

As used here, sponsor includes any successor in interest thereto. This contract is non-cancelable.

Sincerely,  
Todd Decker  
SVP Group Marketing Manager



# Marketing & Sponsorship Contract

Todd Decker  
BBVA Compass Bank  
15 South 20<sup>th</sup> Street  
Birmingham, AL 35233

Sponsor: BBVA Compass Bank  
Start Date: 7/1/2011  
End Date: 12/31/2011  
Phone: (205) 297-2363

*Crimson Tide sponsorship at the University of Alabama athletic venues and/or events includes the following annual inventory:*

- Opportunity to conduct one (1) 20' x 20' Pre-Game Corporate Display for three (3) select home games during the 2011 Alabama football season. The pre-game display space will be reserved adjacent to Bryant-Denny Stadium or The Quad in a high traffic location.
- Thirty (30) Alabama vs. Arkansas football game tickets and thirty (30) hospitality passes in the Crimson Tide Corporate Village. The Alabama- Arkansas game is scheduled for Saturday, September 24<sup>th</sup>.

INVESTMENT: \$ 37,500.00 net

## TERMS and CONDITIONS:

The term of the agreement shall be from 7/1/2011 through 12/31/2011. Neither party shall have rights defined in this agreement after contract expiration.

Payment terms:

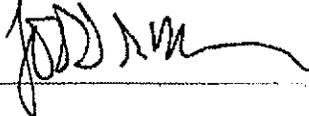
September 1, 2011	\$ 18,750.00	October 1, 2011	\$ 18,750.00
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Please make checks payable to **Crimson Tide Sports Marketing, LLC**. Late payment(s) are subject to interest charges of 2% per month (24% APR) or highest rate allowed by law. As used here, sponsor includes any successor in interest thereto. This contract is non-cancellable, assignable only by Crimson Tide Sports Marketing, LLC but not sponsor without Crimson Tide Sports Marketing, LLC's consent and is governed by the laws of the state of Missouri.

## ACCEPTED and AGREED:

BBVA COMPASS BANK

CRIMSON TIDE SPORTS MARKETING, LLC

By: 

By:   
Tom Brooks  
Account Executive

Date: 1-31-11

Date: 1/26/11