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Marketing Agreement

UNIVERSITY OF ARIZONA ATHLETICS ADVERTISING AND LICENSING AGREEMENT

Advertiser #:
Contract #:
Date: 5/19/2011

Client: BBVA COMPASS BANK
Attn: TODD DECKER
15 S. 20TH STREET SOUTH, 12TH FLOOR
BIRMINGHAM, AL 35233

Bill To: BBVA COMPASS BANK
Attn: TODD DECKER
15 S. 20TH STREET SOUTH, 12TH FLOOR
BIRMINGHAM, AL 35233

This Advertising and Licensing Agreement (the "Agreement") is made this 19 day of May, 2011 by and between BBVA Compass Bank, an Alabama banking corporation ("Compass"), and International Management Company (IMG).

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BBVA Compass Bank and University of Arizona agree as follows:

- Term.** The term for this Agreement will be three (3) Contract Years commencing on July 1, 2011 and terminating on June 30, 2014. Either party shall have the right to terminate this agreement effective as of the conclusion of any Contract Year provided that the terminating party notifies the other party in writing at least 90 days prior to such Contract Year.
- Obligations of IMG.** During the term of this Agreement, IMG shall promote BBVA Compass Bank and its services and products at University of Arizona home athletic events, displays of banner advertisements promoting BBVA Compass Bank and its services and products on websites associated with UA, and placements of advertisements promoting Compass and its services and products on UA radio shows, etc. as described in Exhibit A. All materials promoting BBVA Compass Bank and its products and services shall be supplied by BBVA Compass Bank. In the event that IMG broadcasts any additional football, basketball, and/or baseball radio and/or television programming, BBVA Compass Bank agrees to participate in each additional game and/or show broadcast by purchasing the same broadcast inventory if listed in Exhibit A. Additional Game Billing refers to any game and/or show broadcasts occurring beyond the number of broadcasts indicated in Exhibit A. Football stadium and/or basketball arena sign production cost will be covered by IMG for the initial installation and production. If BBVA Compass wishes to change the sign any time after the original has been produced, the cost of the new sign (s) will be the responsibility of BBVA Compass.
- Use of UA Name, Logo, or Other Proprietary material.** IMG hereby grants BBVA Compass Bank a non-transferable, non-exclusive, world-wide license to place the official UA Athletics name and official UA Athletics marks, logos and other proprietary material listed in Exhibit B (referred to herein as the "Licensed Material") on Consumer and Small Business BBVA Compass Debit and Pre-paid Card products, Compass Credit and/or Charge Card products, and Checks and Check accessories (e.g., Checking cover) issued to Compass customers, and use the UA-[branded] Licensed Material [as a part of] the promotion of Compass and its products and services. This



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license also includes the right to make, display, print and reproduce the UA Athletics name and Licensed Material in print and electronic media in association with the marketing and advertising of UA Compass Debit/Check Cards and/or Credit Cards. Notwithstanding a termination of this Agreement, BBVA Compass Bank is granted a continuing license to use the official UA Athletics name and other Licensed Material on Compass Debit Cards, Credit Cards and Checks issued prior to such termination. All Licensed Material will be provided to Compass by IMG and all designs of Licensed Material placed on BBVA Compass Bank products or promotional materials shall be approved by UA/IMG prior to production.

4. **Use of "Red and Blue Banking":** IMG hereby grants Compass a non-transferable, exclusive, world-wide license to use the phrase "Red and Blue Banking" (or similar pending trademark availability) to promote Compass banking products featuring the official UA Athletics name, logos or marks licensed to Compass under this Agreement. This license includes the right to make, display, print and reproduce the words "Red and Blue Banking" in print and electronic media.
5. **Compensation to IMG.** BBVA Compass Bank shall pay IMG 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 BBVA Compass Bank, except in the event of a good faith dispute as to the calculation of the invoice or the services provided. BBVA Compass shall have the right to pay the entire annual contract amount in advance, if it chooses. BBVA Compass Bank shall promptly give written notice to IMG stating the details of any such dispute within thirty (30) days of the date of invoice containing the disputed item or items. If BBVA Compass Bank fails to pay IMG within 30 days, BBVA Compass Bank shall attach a late penalty of 2% to the payment amount. All payments are exclusive of taxes.
6. **Representations and Warranties.** IMG warrants that it has the authority to grant the licenses for the use of the official UNIVERSITY OF ARIZONA name and UNIVERSITY OF ARIZONA Licensed Material and that Compass' use of the Licensed Material will not infringe any other third party's rights, including intellectual property rights. IMG warrants that it has the requisite power, approvals and authority (including governmental and regulatory approvals, and requisite approval from UNIVERSITY OF ARIZONA, UNIVERSITY OF ARIZONA's Licensing Department, The Collegiate Licensing Company, and the NCAA) necessary to execute, deliver, and perform this agreement. IMG 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.** IMG and BBVA Compass Bank 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 IMG or BBVA Compass Bank, (ii) the breach of any representation or warranty contained herein, or (iii) the willful acts or omissions of IMG or BBVA Compass Bank, 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.

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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:

BBVA Compass Bank
Attention: Todd Decker
15 South 20th Street Ste. 1202
Birmingham, Alabama 35203
Telecopy Number: 205-297-3626
Fax: 205-297-1193

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

If to IMG:

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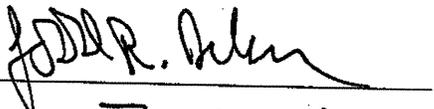
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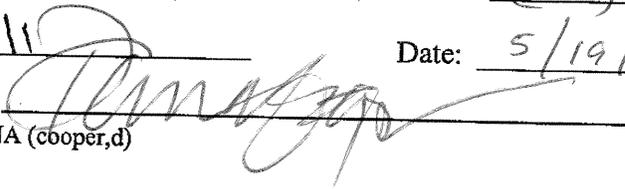
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11. Miscellaneous.

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

BBVA Compass Bank

By: 
 Printed Name: Todd R. Decker
 Title: SVP
 Phone: 205-297-2363
 Date: 5-19-11

Primary Salesperson: 
 Name: COOPER, DANA (cooper,d)

IMG College

By: 
 Printed Name: Ben Lorenzen
 Title: General Manager
 Phone: (520) 626-5538
 Date: 5/19/11





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BBVA Compass Bank and IMG Advertising and Licensing Agreement

Exhibit A

IMG shall provide to BBVA Compass Bank the following sponsorships elements:

Rights to Debit-Check and/or Credit Cards

BBVA Compass Bank will receive rights for University of Arizona Athletics branded debit-check and/or credit cards. BBVA Compass Bank will receive full logo rights for creating, marketing and advertising the branded debit-check and/or credit cards. Any artwork or creative changes must be approved by The University of Arizona Athletic Department Office of Trademarks and Licensing.

Arizona Stadium Kiosk Display – 3 games

One exterior high-traffic location for a BBVA Compass Bank display booth to open accounts, pass out promotional material and display products. This opportunity is available for three (3) home football games of Compass Bank's choosing. Banners or other signage for the Kiosk shall be paid by BBVA Compass

Arizona Stadium In-game Branded Feature

One :25-:35 Video board feature during all home football games, including accompanying P.A. announcement.

Football Retail Consumer Promotion – 8 Weeks

8-Week Retail Consumer Promotion for football between August-October includes:

- 50 tickets (among 2-4 games),
- Enter-to-win sweepstakes or equivalent
- Weekly promotional radio on 1290-AM & 107.5-FM
- In-game PA Announcement during each home game during the promotion
- Broadcast bumpers during radio game broadcasts during the promotion

Football Tickets

- Ten (10) tickets to each home game
- Four (4) parking passes

Men's Basketball Arena Entrance Display - 4 Games

One exterior high-traffic location for a BBVA Compass Bank display booth to open accounts, pass out promotional material and display products. This opportunity is available for four (4) home men's basketball games of bank's choosing. Banners or other signage for the display shall be paid for by BBVA Compass.

Men's Basketball In-game Branded Feature

One :25-:35 Video board feature during all home men's basketball games.



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Men's Basketball 8-week Retail Consumer Promotion

8-week Retail Consumer Promotion for men's basketball between December-February includes:

- 32 tickets (among 6-8 games),
- Enter-to-win sweepstakes or equivalent
- Weekly promotional radio on 1290-AM & 107.5-FM
- In-game PA announcement during each home game during the promotion
- Broadcast bumpers during radio game broadcasts during the promotion

McKale Center Full LED Signage

Center court, HDTV quality digital courtside sign, positioned for full in-arena and television audience. Opposite this digital sign is a LED sign on press row. Static signage presence integrates into animation or live-action video. There is no charge for the creation of Compass' material on the sign.

Men's Basketball Tickets

- Six (6) tickets to eight (8) home games
- Three (3) parking passes

ArizonaWildcats.com Official On-Line Partner

Official Online Partner on ArizonaWildcats.com includes a branding icon on all pages of the website with 1.8 million impressions. BBVA Compass Bank may conduct two (2) one month promotions on the website. ArizonaWildcats.com receives more than 1,700,000 annual visitors, with up to 12 million page view impressions.

Arizona Athletics Facebook

Quarterly presence on Arizona Athletics Facebook page. Message and information provided to be agreed upon by BBVA Compass Bank and Arizona Athletics/IMG

Email Blasts

Quarterly inclusion of Compass Bank message and logo in Arizona/IMG email blast. Message and information provided to be agreed upon by BBVA Compass Bank and Arizona Athletics/IMG

Direct Mail

Up to a half page flyer (8.5" x 5.5") insert into football and basketball season ticket mailing. BBVA Compass Bank will be responsible for design and cost of printing. Camera ready art work due to IMG by June 1st, 2011.

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Compass and IMG Advertising and Licensing Agreement

Exhibit B

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

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

Below are examples of UA Athletics trademarks: Compass is not limited to just these trademarks





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Exhibit C

Payments terms:

CONTRACT TERMS:

Contract Period: 7/1/2011 to 6/30/2014

<i>Annual Investment:</i>	<i>2011-2012</i>	<i>\$150,000.00</i>
<i>Annual Investment:</i>	<i>2012-2013</i>	<i>\$154,500.00</i>
<i>Annual Investment:</i>	<i>2013-2014</i>	<i>\$159,135.00</i>

2011-2012 INSTALLMENT BILLING SCHEDULE:

<i>Payment Date</i>	<i>Invoice Amount</i>
9/1/2011	\$30,000.00
11/1/2011	\$30,000.00
1/1/2012	\$30,000.00
3/1/2012	\$30,000.00
5/1/2012	\$30,000.00

2012-2013 INSTALLMENT BILLING SCHEDULE:

<i>Payment Date</i>	<i>Invoice Amount</i>
9/1/2012	\$30,900.00
11/1/2012	\$30,900.00
1/1/2013	\$30,900.00
3/1/2013	\$30,900.00
5/1/2013	\$30,900.00

2013-2014 INSTALLMENT BILLING SCHEDULE:

<i>Payment Date</i>	<i>Invoice Amount</i>
9/1/2013	\$31,827.00
11/1/2013	\$31,827.00
1/1/2014	\$31,827.00
3/1/2014	\$31,827.00
5/1/2014	\$31,827.00

Billing Notes:

*In most cases, invoices will be sent 45 days in advance of payment date.
Checks should be made payable to IMG Communications, Inc.*