



**ALUMNI  
ASSOCIATION**  
The University of Kansas

February 28, 2007

Linda Cullinan  
Assistant Vice President and Marketing Manager  
INTRUST Bank, N.A.  
INTRUST Card Center  
PO Box One  
Wichita, KS 67201

Re: The Kansas University Alumni Association – Affinity Group Royalty Licensing Agreement

Dear Linda,

This letter confirms our prior telephone conversation and my e-mail in which you were advised of the applicability of the University's on-campus credit card solicitation policy to INTRUST Bank's Affinity Group Royalty Licensing Agreement (AGRLA) with the KU Alumni Association.

Per those communications, the University's policy is based upon a Kansas Board of Regents' requirement, and it will be applied to the AGRLA effective September 30, 2010, when the current AGRLA would otherwise expire. At that time, INTRUST will be subjected to University's on-campus credit card solicitation policy, and the three (3) week blackout period on credit card solicitations at the beginning of each semester will be enforced, *including* its extension to athletic event venues.

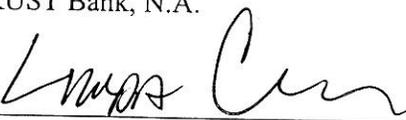
Please sign and return to us three copies of this letter acknowledging your understanding and acceptance of the policy.

Sincerely,

Dwight Parman  
Senior Vice President  
Finance and Human Resources

I have read and acknowledge my understanding and acceptance of the foregoing letter:

INTRUST Bank, N.A.

By:   
Linda Cullinan  
Assistant Vice President and Marketing Manager

c.c. James P. Pottorff, University General Counsel  
Judith E. Pottorff, Corporate Counsel Kansas Athletics

IMAGED

INTRUST

**ADDENDUM TO  
AFFINITY GROUP ROYALTY LICENSING  
AGREEMENT**

THIS ADDENDUM to the Affinity Group Royalty Licensing Agreement dated October 1, 1998, made effective this 28th day of February, 2007, by and between The Kansas University Alumni Association, a Kansas not-for-profit association having its principal office at 1266 Oread Avenue, Lawrence, Kansas 66045-3169 (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 Royalty Licensing Agreement dated October 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 Paragraph 1.(a) is deleted and replaced with the following:

"(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, logos and film or likenesses of mascots of the Group (collectively the "Marks") solely in connection with IB's marketing of Cards to Group Members under this Agreement (the Affinity Program") at no additional Royalty to IB. Appearance and similar fees associated with physical appearances of Group's mascots shall be paid by IB."

3. The first sentence of paragraph 2.(a) is deleted and replaced with the following:

"(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 the University of Kansas eighteen (18) years of age and older, including names and residential addresses, via magnetic tape, cartridge, or any other media which is mutually agreed upon (the "Lists"). IB may request inclusion of residential telephone numbers and/or E-mail

IMAGED

addresses of Group Members and friends within the Lists, but such information shall be provided only at Group's sole discretion, such discretion shall not be unreasonably denied."

4. The last sentence of paragraph 2.(a) is deleted and replaced with the following:

"IB shall have exclusive right of access to all Alumni events free of charge for the purpose of soliciting credit card applications, provided that Group in its sole discretion may deny IB access to a particular event should Group determine solicitation of credit card applications is undesirable due to the nature of the event. Such discretion shall not be unreasonably withheld."

5. The sixth sentence of paragraph 3.(c) is deleted and replaced with the following:

"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, automobile/travel clubs, interstate or intrastate moving services, telephone or Internet services, student loan consolidation, personal lines insurance policies, or health and life insurance policies."

6. The first sentence in paragraph 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 September 30, 2010 (the "Initial Term"). The Agreement shall be renewed on October 1, 2010, and shall continue until September 30, 2020 (the "Renewal Term"). Exhibit A, as revised and attached hereto, reflects the new royalty schedule for the remainder of the Initial Term and the Renewal Term. The renewal of this Agreement on October 1, 2010 is mandatory and contractually binding on the parties hereto."

7. In paragraph 10.(b)(i) and (ii), the phrase "shall terminate" is deleted and replaced with the phrase "may be terminated by the non-defaulting party."

8. In paragraph 10.(b)(ii), the phrase "and the provision for payment of unearned portion of royalties required in paragraph 10.(e)(vii) shall apply" is deleted.

9. Paragraph 10.(e)(iv) is deleted and replaced with the following:

"(iv) All obligations to Group shall cease after the effective date of any termination other than a termination under subparagraph (b) above due to IB's default or breach.

10. Paragraph 10.(e)(vii) is deleted.

11. Paragraph 10.(f) is deleted and replaced with the following:

“(f) Nothing contained herein shall limit the remedies available to either Group or IB, including seeking monetary or equitable relief (including specific performance), in the event of a default due to a violation of subparagraph (b) above. In such event, the non-breaching party shall be entitled to recover the reasonable expenses of enforcing this Agreement, including attorney’s fees.”

12. Paragraph 11 is deleted in its entirety and replaced with the following:

“11. Exclusivity. Except as otherwise provided herein, 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. Provided, however, this exclusivity shall not apply to debit card services in conjunction with the University’s Student/Staff ID cards, if such cards do not contain a MasterCard or Visa logo; and any agreement entered by the University or its affiliates by which its visual identity program marks, specifically “KU” and “The University of Kansas,” are used on official business procurement cards, which cards may include MasterCard or Visa logos thereon.”

13. In paragraph 13, “C.Q. Chandler IV, President” replaces “William R. Jones, Senior Vice President,” and an additional notice to IB shall include the “General Counsel” at the same address. With respect to notice to Group, “The Kansas University Alumni Association” replaces “The Alumni Association of the University of Kansas,” “66045-3169” replaces “66044-3169,” and “Kevin J. Corbett” replaces “Fred B. Williams, Ed.D.”

14. In the first sentence in paragraph 14, the word “exhibits” is deleted and replaced with the phrase “Exhibits Agreements.”

15. In paragraph 17, all the text, including all subparagraphs and the reference to Exhibit E, is deleted and replaced with the following:

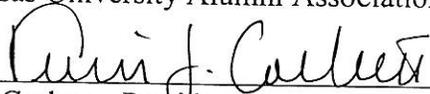
“For all accounts, the APR will be determined by IB in its sole discretion.

16. In paragraph 20, the text “plus twenty-five (25) basis points” is deleted.

17. 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 of the day and year first above written.

The Kansas University Alumni Association

By   
Kevin J. Corbett - President

INTRUST Bank, N.A.

By   
C.Q. Chandler, IV - 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 \$12,314,915 (the "Royalties") in the increments as set forth below. The Royalties 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 submitted by IB; and (c) continues to perform under the Agreement.

The Royalties shall be payable as follows:

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

	<u>Annual Royalties</u>
October 2006	\$744,322
October 2007	\$769,295
October 2008	\$795,267
October 2009	\$822,275
October 2010	\$838,721
October 2011	\$855,495
October 2012	\$872,605
October 2013	\$890,057
October 2014	\$907,858
October 2015	\$926,015
October 2016	\$944,535
October 2017	\$963,426
October 2018	\$982,695
October 2019	\$1,002,349

**AFFINITY GROUP ROYALTY LICENSING  
AGREEMENT  
ADDENDUM TO EXHIBIT C – LICENSE TO USE UNIVERSITY MARKS**

THIS ADDENDUM TO EXHIBIT C of the Affinity Group Royalty Licensing Agreement dated October 1, 1998, is made effective this 28th day of February, 2007, by and between The Kansas University Alumni Association (“KUAA”) and the University of Kansas (“University”).

RECITALS:

WHEREAS, the University and KUAA have previously executed an exclusive license (“License”) to use the name, trademarks, service marks, copyrights and logos of the University in connection with KUAA’s Affinity Program (“Program”) as described in the Affinity Group Royalty Licensing Agreement dated October 1, 1998 (AGRLA) between KUAA and INTRUST Bank, N.A. (IB); and

WHEREAS, the KUAA and IB have negotiated an extension to the AGRLA 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 University and KUAA agree to amend the License as follows:

1. The AGRLA has been amended by inserting the word “Cards” in place of the phrase “Credit Cards” wherever the phrase “Credit Cards” is used in the Agreement. The purpose of this change is to remove the word “Credit” from the definition to reflect the addition of non-credit products. The reference to Section 1(a) of the AGRLA in paragraph 3 of this License incorporates this expansion of the types of uses permitted under this License.
2. During the term of this License, KUAA shall have the exclusive right and license to use the current and future respective name, trademarks, service marks, copyrights, logos and film or likenesses of mascots of the University (collectively the “University Marks”) solely in connection with IB’s marketing of Cards to Group Members in connection with the Program at no additional cost, other than appearance or similar fees payable to individuals in conjunction with physical appearances of mascots.
3. The first sentence in paragraph 1 is replaced with the following:

“This License is intended for the purpose of implementing the specific Affinity Group Royalty Licensing Agreement (“AGRLA”) between KUAA and INTRUST Bank, N.A., (“IB”), the term of which begins October 1, 1998 and continues through a mandatory renewal term that ends September 30, 2020.”

IMAGED

4. Paragraph 2 is deleted and replaced with the following:

“This License is irrevocable during the term which begins October 1, 1998, and ends on September 30, 2020.”

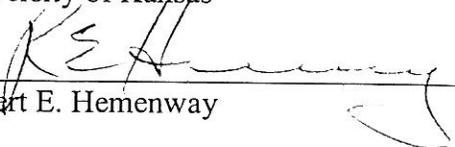
5. Paragraph 4 is deleted and replaced with the following:

“4. University agrees that it shall not grant any right or license for use of the University marks in any other credit, charge card, or debit card (except any agreement which allows for use of debit card services in conjunction with University’s Student/Staff ID cards and any agreement entered by the University or its affiliates by which its visual identity program marks, specifically “KU” and “The University of Kansas,” are used on official business procurement cards, which cards may include MasterCard or Visa logos thereon). For purposes of foregoing, the University’s Student/Staff ID cards will not contain a MasterCard or Visa logo thereon.”

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

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

University of Kansas

By   
Robert E. Hemenway

The Kansas University Alumni Association.

By   
Kevin J. Corbett

**AFFINITY GROUP ROYALTY LICENSING  
AGREEMENT  
ADDENDUM TO EXHIBIT D-1 – AGREEMENT BETWEEN KUAA & IB**

February 28, 2007

C.Q. Chandler, IV  
President  
INTRUST Bank, N.A.  
INTRUST Card Center  
PO Box One  
Wichita, KS 67201

Re: The Kansas University Alumni Association – Affinity Group Royalty  
Licensing Agreement

Dear Charlie,

The Kansas University Alumni Association (“KUAA”) has negotiated an extension to its Affinity Group Royalty Licensing Agreement (“AGRLA”) dated October 1, 1998 with INTRUST Bank, N.A. (“IB”) and also made certain changes in the AGRLA and Exhibit Agreements to reflect changes in the industry and business practices between the parties.

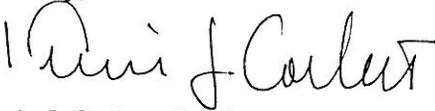
We therefore agree to amend the Exhibit D-1- Agreement between KUAA and IB as follows:

1. The word “Cards” shall be inserted in place of the phrase “Credit Cards” wherever the phrase “Credit Cards” is used in Exhibit D-1. The purpose of this change is to remove the word “Credit” from the definition to reflect the addition of non-credit products.
2. In the first paragraph, the phrase “to market its MasterCard and Visa consumer credit products and services” is replaced with “to market MasterCard and Visa consumer credit, business, and debit products and related services (hereinafter collectively referred to as “Cards”).”
3. In the second paragraph, the phrase “July 31, 2010” is deleted and replaced with “September 30, 2020.” Also, the third sentence is replaced with the following:

“KUAA also grants IB the rights, acquired from the Department, to maintain four (4) promotional booths during the University’s Varsity Football Games and the University’s Men’s and Women’s Varsity Basketball Games and to four (4) season football tickets and two (2) season men’s basketball tickets each year.

All other of the terms and conditions contained in Exhibit D-1 remain the same except as specifically amended above.

Sincerely,



Kevin J. Corbett, President  
Kansas University Alumni Association

IMAGED

**AFFINITY GROUP ROYALTY LICENSING  
AGREEMENT  
ADDENDUM TO EXHIBIT D-2 – NON-COMPETITION AGREEMENT**

THIS ADDENDUM TO EXHIBIT D-2 of the Affinity Group Royalty Licensing Agreement (AGRLA) dated October 1, 1998, is made effective this 28th day of February, 2007, by and between The Kansas University Alumni Association (“KUAA”) and Kansas Athletics, Inc. (“Athletics”).

RECITALS:

WHEREAS, KUAA and Athletics have previously executed a Non-Competition Agreement (“Agreement”) relating to affinity cards dated September 24, 1998; and

WHEREAS, KUAA has negotiated an extension to the AGRLA, including certain changes in the AGRLA 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, Athletics and KUAA agree to amend the Agreement as follows:

1. The word “Cards” has been inserted in place of the phrase “Credit Cards” wherever the phrase “Credit Cards” is used in the Affinity Agreement. The purpose of this change is to remove the word “Credit” from the definition to reflect the addition of non-credit products. This change is incorporated in this Non-Competition Agreement by Paragraph 2 below.
2. In the third recital, the phrase “to market MasterCard and Visa products and services (hereinafter “Affinity Cards”) to” is replaced with “to market MasterCard and Visa consumer credit, business, and debit products and related services (hereinafter collectively referred to as “Affinity Cards”) to” and all references thereafter to “Affinity Cards” and/or “credit cards” shall be deemed to include consumer credit, business, and debit products and related services.
3. Paragraph 1 is replaced with the following:

**“Term.** The term of this Agreement shall commence effective September 24, 1998 and shall terminate September 30, 2020. This Agreement shall be irrevocable during the term.”
4. Paragraph 8 is deleted and replaced with the following:

**“Default.** KUAA and Athletics have the right to terminate this Agreement if either party fails to perform as required hereunder or fails to cure the same within thirty (30) days after receipt of written notice of said default. Nothing contained

IMAGED

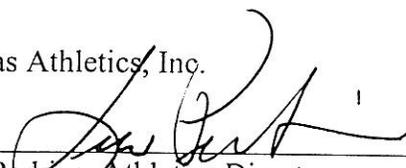
herein shall limit the remedies available to either KUAA or Athletics, including seeking monetary or equitable relief (including specific performance), in the event of a default. In such event, the non-breaching party shall be entitled to recover the reasonable expenses of enforcing this Agreement, including attorney's fees."

5. In paragraph 9, "The Kansas University Alumni Association" replaces "The Alumni Association of the University of Kansas," "66045-3169" replaces "66044-3169, and "Kansas Athletics, Inc." replaces "University of Kansas Athletic Corporation."

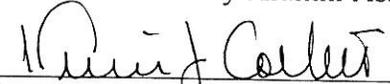
6. The parties ratify and reaffirm all of the terms and conditions contained in the Agreement except as specifically amended herein.

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

Kansas Athletics, Inc.

By   
Lew Perkins, Athletics Director

The Kansas University Alumni Association.

By   
Kevin J. Corbett, President

**ADDENDUM TO  
ADVERTISING AGREEMENT**

THIS ADDENDUM to the Advertising Agreement dated October 8, 1998, made effective this 28th day of February, 2007, by and between The Kansas University Alumni Association, a Kansas not-for-profit association having its principal office at 1266 Oread Avenue, Lawrence, Kansas 66045-3169 (the "KUAA") and INTRUST Bank, N.A., a national association, having its principal offices at 105 N. Main, Wichita, Kansas, 67202 ("Intrust").

RECITALS:

WHEREAS, the parties have previously executed an Advertising Agreement dated October 8, 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 first sentence of paragraph 1 is deleted and replaced with the following:

"Intrust agrees to purchase ad space in the *Kansas Alumni* magazine for each of the eighty-four (84) issues during the period from October 2006 to September 2020 (six issues per year)."

2. In paragraph 2, the phrase "Attachment A" is replaced with "Attachments A and B."

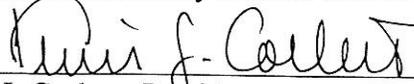
3. The first sentence of paragraph 3 is deleted and replaced with the following:

"Intrust agrees to pay KUAA the sum of \$2,520.00 for each of the eighty-four (84) ad issues covered by this Agreement, for a total of \$211,680.00."

4. 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 of the day and year first above written.

The Kansas University Alumni Association

By   
Kevin J. Corbett, President

INTRUST Bank, N.A.

By   
C.Q. Chandler IV, President

IMAGED

**Use of University of Kansas logos**

Prior written approval must be granted by the Office of Trademark Licensing for all advertising that incorporates the University's trademarks, logos (including derivatives of logos), or other words associated with the University of Kansas. Officially licensed products may be featured in advertisement, but the University reserves the right to approve or disapprove ads that use the trademarks for decorative purposes. *Kansas Alumni* is not required to publish an advertisement of a licensed item. For more information, contact Paul Vander Tuig, Licensing and Trademark Administrator, 785-864-4650.

**Technical requirements**

**DIGITAL FORMATS**

Digital files must be Macintosh or PDF format. Files must be in the following Mac programs and file formats, listed in order of preference:

- 1) Adobe Acrobat PDF file, saved at 175 lpi, sized at 100%, CMYK or Grayscale. Do not include crop marks or color bars.
- 2) Adobe Photoshop TIFF or EPS file, sized at 100%. Preferred resolution 350 dpi, minimum 300 dpi.
- 3) QuarkXpress Macintosh document, with all fonts and images. Be sure to include both screen and printer fonts. A \$50 fee may be incurred for converting Quark documents to PDF.

Include .125 bleeds on all edges on all full-page ads.

**PHOTOS**

Photographs must be supplied in the following file formats:

- High resolution, with a preferred resolution of 350 dpi, and a minimum resolution of 300 dpi.
- Grayscale or CMYK mode.
- TIFF files only (*JPEG or PICT files are not acceptable for publishing*).
- Photos must be sized at 100%.

**COLORS**

All colors must be converted to CMYK process or black. Colors identified by your program as "spot" must be converted. For best results, send a PDF.

**FONTS**

All fonts must be included with your files when sending Quark Xpress documents. Be sure to include both parts of a font—the printer and screen font. If you are unsure about fonts, consider sending a PDF with fonts embedded.

**PROOFS**

Send a laser proof with the ad. If your ad is full color, please send a color proof. Please note that color printers do not accurately portray the printed result. Color matchprints from a printer or film service bureau are the most reliable color proof, however, a matchprint is not always an exact match to the printing process. Every effort will be made to get the best reproduction possible.

**FILE TRANSFER**

Digital files can be sent on CDs or DVDs. PDFs may be emailed to our Creative Director. Contact Susan Younger at (785) 864-4760 or 1-800-KU-HAWKS before sending files.

**Camera-ready art requirements**

*Kansas Alumni* magazine strives to meet the highest publishing standards, and every effort will be made to ensure the best quality. The publisher is not responsible for technical problems resulting from incorrect files.

**QUESTIONS**

For questions concerning these technical requirements, contact Susan Younger, Creative Director, KU Alumni Association, 1-800-584-2957, 785-864-4760, or syounger@kualumni.org.

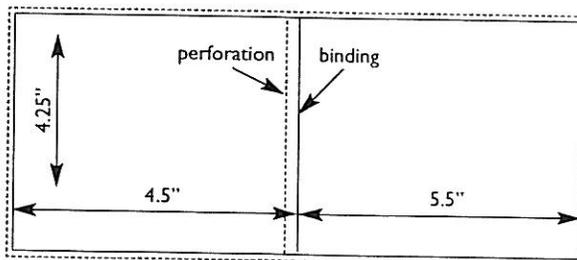


**ALUMNI ASSOCIATION**

The University of Kansas

[www.kualumni.org](http://www.kualumni.org)

**INSERTS**

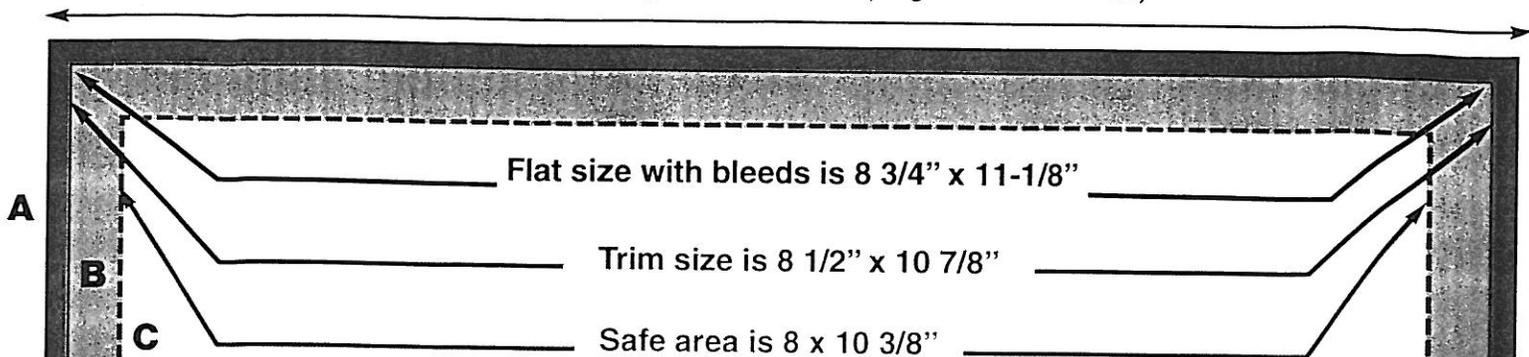


Inserts are supplied pre-printed to the printer. Any insert including a response card or other offer must include a perforated tear line, so that the card can be removed without affecting the binding. The perforated line should lie 1/4" from the binding. Extend all bleeds .125" beyond dimensions.

**AD SIZES**

<p><b>Full Page with Bleeds</b> 8.75" x 11.125" <b>Trim size:</b> 8.5" x 10.875" <b>Live area:</b> 8" x 10" Please do not place text outside of the safe area.</p>	<p><b>Back Cover with bleed</b> 8 3/4" x 9" (8.75 x 9)</p>	<p><b>2/3 page vertical</b> 5" x 9" (5 x 9)</p>	<p><b>1/2 page island</b> 4 7/8" x 7" (4.875 x 7)</p>	<p><b>Display ad</b> 2 3/8" x 3 1/2" (2.375 x 3.5)</p> <p><b>1/2 page horizontal</b> 7 1/2" x 4 1/2" (7.5 x 4.5)</p>	<p><b>1/3 page vertical</b> 2 3/8" x 9" (2.375 x 9)</p> <p><b>1/3 page island</b> 4 7/8" x 4 1/2" (4.875 x 4.5)</p>
--	--	---	---	--	---

**Full Size Ad Specifications** (diagram is not to scale)



**FULL PAGE AD SIZE**

Kansas Alumni Magazine full page ads should measure a **flat size** of 8-3/4 x 11-1/8 (8.75 x 11.125), which includes the 1/8" **bleed** (indicated by the gray area, see A). This "bleed" area trims completely off in the trimming process. *Note: Any image or background color still needs to extend to the full edge.*

- The **trim size** is the actual size the magazine will appear in the book and is 8-1/2 x 10-7/8 (8.5 x 10.875). The A trim size is indicated by the red border.
- It is necessary to keep a **clearance area** from the edge (indicated by the blue area, see B).
- The **live area** is the boundary in which to contain all copy (indicated by the green dotted line, see C). Any text that exceeds this boundary and is in the blue area of the diagram may be trimmed off in the process. We can not guarantee that text in this area will be legible.
- Photos, images, and background colors should extend clear through to the bleed edge (D).

All full size magazine ads should have a bleed, unless the designer intends to include a white border. Even with an intentional white border, please keep content in the **live area**.

*(photos should bleed to edge, but be aware that cropping in the clearance and bleed areas still applies)*

*(text placed in edge clearance area will be cropped)*

Welcome to KU!  
We're glad you're here

*(text placed with a 1/4" clearance will be fine)*



## AFFINITY GROUP ROYALTY LICENSING AGREEMENT

THIS AGREEMENT, made effective this 1st of October 1998, by and between The Alumni Association of the University of Kansas, a Kansas not-for-profit association having its principal office at 1266 Oread Avenue, Lawrence, Kansas 66044-3169 (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 The University of Kansas, 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 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 University of Kansas 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 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. However, IB acknowledges that Group may be required to obtain the approval of the University of Kansas and appropriate allowances will be given as to time. 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 described in 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, 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 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 University of Kansas and the Group, Exhibit D-1 (agreement between KUAA and IB) and Exhibit D-2 (Sponsorship Recognition Agreement between KUAA and KUAC), 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 July 31, 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 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 the then current terms and conditions 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) 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.

(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:

The Alumni Association of the University of Kansas  
1266 Oread Avenue  
Lawrence, Kansas 66044-3169  
Attention: Fred B. Williams, Ed.D., 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 April 21, 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 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 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.

The Alumni Association of the University of Kansas

By *Fred B. Williams*  
Fred B. Williams, Ed.D., 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 \$ 10,854,560 (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.

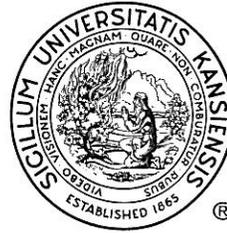
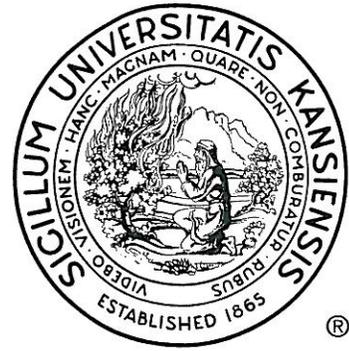
The Advances shall be paid as follows:

- (a) The sum of \$ 4,000,000 by September 21, 1998 and
- (b) the remainder payable in accordance with the following schedule.  
The payments for each year beginning on each October 1, shall be paid in 12 equal monthly payments by the 20th day of each such month.

October 1, 1998	\$456,186
October 1, 1999	\$474,433
October 1, 2000	\$493,411
October 1, 2001	\$513,147
October 1, 2002	\$533,673
October 1, 2003	\$555,020
October 1, 2004	\$577,221
October 1, 2005	\$600,310
October 1, 2006	\$624,322
October 1, 2007	\$649,295
October 1, 2008	\$675,267
October 1, 2009	\$702,275



**Full Color Presentation**



**University Seal**



**Line Art  
(for reference  
only)**

**Preferred  
Two-color  
Presentation**



**Preferred  
Black and White  
Print  
Presentation**

The University of Kansas®  
(Use "The" when possible)

Kansas®

Jayhawks®

Kansas Jayhawks®

KU®

Rock Chalk Jayhawk™

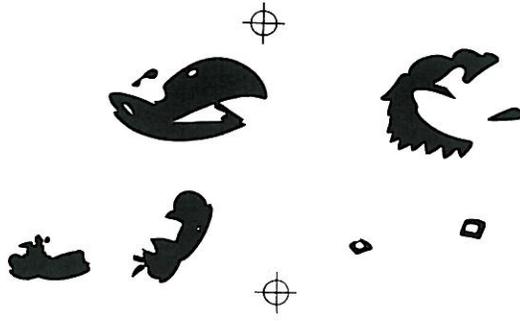
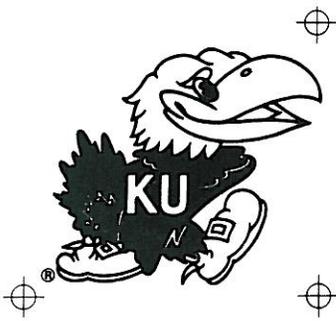
The Crimson and the Blue™

Beak 'Em Hawks™

Pantone 287

Pantone Yellow

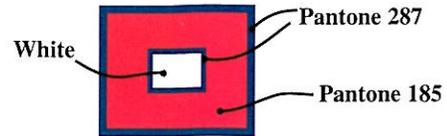
Pantone 185



**Primary Color**  
Pantone 287 (Blue)

**Colors of Jayhawk logo**  
Pantone 287 (Blue)  
Pantone 185 (Red)  
Pantone Yellow  
White

**Buckle Detail**



**Reproducing the Jayhawk:** The Jayhawk logo should be depicted in four colors whenever possible. Requests for exceptions to this policy should be directed to the trademark licensing office.

If utilizing two colors, blue and white is the preferred presentation. The body of the logo, pupil of the eye, and the outline details should appear blue, with the remainder of the logo shown as white (or light). Black and white is acceptable for certain applications, but normally limited to print.

Depending on the garment and application, the logo may be placed on a white block, circle or outline to maintain the correct color presentation on certain products. A white outline around the logo is also acceptable.

Wood, metal, or glass etching/engraving: Depending on the raw materials, the instructions for these materials may vary. The simple rule is that the body of the jayhawk logo, the pupil of the eye, and the outline details should always appear dark. As an example, if etching a piece of glass whereby the etched location becomes white or light, the etching should occur to the white areas of the two-color presentation.

The University of Kansas®

Kansas®

**Other Verbiage**

Kansas Jayhawks®  
The Crimson and the Blue™  
Beak 'Em Hawks™

**KANSAS**®

**KU**®

**JAYHAWKS**®

## EXHIBIT C

### LICENSE TO USE UNIVERSITY MARKS

The University of Kansas ("University") hereby grants to the Alumni Association of the University of Kansas ("KUAA") an exclusive license ("License") to use the name, trademarks, service marks, copyrights and logos of the University as they now exist or as they may be modified by the University in the future ("University Marks") solely in connection with KUAA's Affinity Program as described in the AGRLA referred to below (the "Program") on the terms and conditions and subject to the limitations which follow. Such University Marks are set forth in the attached Exhibit A.

1. This License is intended to be used for the purpose of implementing the specific Affinity Group Royalty Licensing Agreement ("AGRLA") between KUAA and INTRUST Bank, N.A., ("IB"), the term of which begins October 1, 1998 and ends July 31, 2010. This License is not assignable by KUAA without the consent of the University.

2. This License is irrevocable during the terms which begins October 1, 1998, and ends July 31, 2010.

3. The types of uses of the University Marks permitted under this License shall be only those used described in Section 1(a) of the AGRLA, and does not extend to other financial products unless further mutually and explicitly agreed upon by University and KUAA. These marks are identified in Exhibit A. Use of new marks relating to the Program which are generated during the time of this License shall be subject to approval by University, but not unreasonably withheld. It is understood that the marks will be used on MasterCard and Visa products described in Section 1(a) of AGRLA.

4. University agrees that it shall not grant any right or license for use of the University marks in any other credit, charge card, or debit card (except for any agreement which allows for use of debit card services in conjunction with University's Student/Staff ID cards). For purposes of foregoing, the University's Student/Staff ID cards will not contain a MasterCard or Visa logo thereon.

5. KUAA shall ensure that KUAA's and its sublicensees' use of the Marks are in compliance with the standards established by University with respect to the form of the Marks and their usage.

6. University represents and warrants that the execution and delivery by University of this License (i) are within University's powers, (ii) have been duly authorized by all necessary action, (iii) do not require any consent or other actions by or in respect of, filing with, any third party or any governmental body or agency, and (iv) do not contravene, violate, or conflict with, or constitute a default under, any provision of applicable law, regulation or decree, or other

instrument binding on University. The university is currently not aware of any claims, and is not currently in any litigation challenging University's ownership of the Marks.

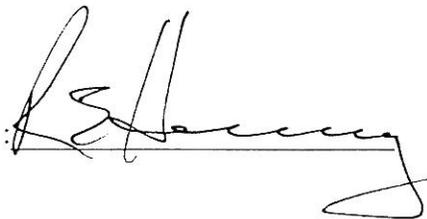
7. Use of University Marks by KUAA and its sublicensees will be done in such a way as to preserve the integrity, character, and dignity of University, and to advance the mission of University as an institution of higher education. University shall have the right, in its sole discretion, to pre-approve any use of the University Marks for the purpose permitted by this License, and for any other purposes related to the Program. Proposed use of the Marks should be coordinated through the Office of General Counsel of University, who will then coordinate approval of the requests with the appropriate personnel within the University. Requests will be processed as soon as possible based on the exigencies of the circumstances, but in no event will the processing exceed 20 calendar days. In the event a proposed use is rejected, University will cooperate with KUAA to arrive at a mutually acceptable alternative to the rejected proposed use.

8. The foregoing notwithstanding, (i) nothing herein contained shall be interpreted so as to restrict KUAA from sublicensing during the term of this Agreement, the University Marks in a Program with an entity other than IB provided the University's rights and the restrictions on KUAA set forth herein continue thereunder; and (ii) other than with respect to the Program, nothing herein contained shall be interpreted to limit KUAA's use of the University Marks in those circumstances when such Marks have been previously used by KUAA in accordance with University trademark and licensing policy.

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

UNIVERSITY OF KANSAS

ALUMNI ASSOCIATION OF THE  
UNIVERSITY OF KANSAS

By: 

By: 

EXHIBIT D-1

AGREEMENT BETWEEN KUAA & IB

September 16, 1998

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

Re: The Alumni Association of the University of Kansas - Affinity Group  
Royalty Licensing Agreement

Dear Bill:

The Alumni Association of the University of Kansas ("KUAA") has entered into an agreement with INTRUST Bank ("IB") relating to an Affinity Card ("Affinity Agreement") pursuant to which IB intends to market its MasterCard and Visa consumer credit products and services to the University of Kansas alumni, officers, directors, employees, friends, faculty, staff members, students and other individuals related to the University of Kansas ("KU Members").

The University of Kansas Athletics Department ("Department") authorized KUAA to market credit cards to the Department's friends, fans, students, season ticket holders ("Athletic Members") at sporting events conducted by the Department. KUAA hereby licenses its rights acquired from the Department to IB which rights shall continue during the term of the Affinity Agreement and so shall terminate on the earlier of (i) July 31, 2010 or (ii) the date the Affinity Agreement is terminated. KUAA also grants IB the right, acquired from the Department, to maintain four (4) promotional booths during the University's Varsity Football Games and the University's Men's and Women's Varsity Basketball Games. With respect to other athletic events, KUAA will request of the Department the right to maintain promotional booths. If such requests are granted by the Department, KUAA hereby grants IB the rights it acquires. The purpose of such promotional booths shall be limited solely to the solicitation and marketing of the Affinity Cards under the Affinity Agreement. The location of each booth shall be mutually agreed to by the Department and KUAA.

In addition, the KUAA hereby grants to IB the right, at no costs to IB, to have one full-page, full-color (if the Program is printed in color) advertisement at each Men's Varsity Football Game Program and Men's and Women's Varsity Basketball Game Program. Also, KUAA also agrees to cause the Department to make one public service announcement during each of the games and to cause the Department to provide two message-board promotions during each of the games relating solely to the Affinity Card.

The KUAA represents that it has the full power and authority to enter into this letter agreement, that its action has been duly authorized by all necessary authorities, and that this letter agreement is valid, binding and enforceable in accordance with its terms.

In addition, the KUAA will recommend to the Department to include on its bid list IB's corporate card program to be used with respect to all travel or related expenditures, and the KUAA will recommend to the Department will be included on the bid list to consider having the opportunity to process its merchant activity exclusively with IB pursuant to IB's normal rates.

Very truly yours,



Fred B. Williams, Ed.D., President  
The Alumni Association of the University of Kansas

EXHIBIT D-2

NON COMPETITION AGREEMENT

THIS AGREEMENT, made effective this 24th day of September, 1998, by and between the University of Kansas Athletic Corporation (hereinafter "KUAC") and The Alumni Association of the University of Kansas (hereinafter "KUAA").

WHEREAS, KUAC has been solicited from time to time by financial institutions as a possible partner for affinity credit card programs; and

WHEREAS, KUAC has evaluated these offers and determined that significant revenue would be available to KUAC if it entered to such an agreement; and

WHEREAS, KUAA intends to enter into an agreement relating to Affinity Cards (hereinafter the "Affinity Agreement") to market MasterCard and Visa products and services (hereinafter "Affinity Cards") to the alumni, officers, directors, employees, friends, faculty and staff members, students, and other individuals related to The University of Kansas (hereinafter "KU Members"); and

WHEREAS, KUAA does not wish to compete with KUAC in offering Affinity Cards to KU Members; and

WHEREAS, in connection with KUAA's promotion of Affinity Cards, KUAC has agreed to grant KUAA the right to market its Affinity Cards to KUAC's fans, friends, students, other Kansas residents, and season ticket holders of KUAC (hereinafter "KUAC Members") at certain sporting events conducted by KUAC;

NOW THEREFORE, the parties agree as follows:

1. **Term.** The term of this Agreement shall commence at the effective date above and shall terminate on July 31, 2010.
2. **Non-Sponsorship / Non-Competition.** KUAC for and upon receipt of the consideration specified in Section 3 below, agrees that for the term of this Agreement as set forth in Section 1 above, it shall not participate in the management, operation, control, or sponsorship of any Affinity Card program except the Affinity Card program offered by KUAA. Nothing herein shall be construed to prohibit or prevent KUAC from participating in agreements with other organizations that market competitive consumer credit products (including, but not limited to Visa and MasterCard) and this Agreement does not in any way limit KUAC's rights to negotiate separate agreements with financial institutions, other than as set forth in the following paragraph.

KUAC agrees (i) that no agreements with financial institutions that are in effect during the term of this agreement will allow any financial institution to market

any credit Cards as the "Official" Affinity or credit Cards of KUAC, Kansas Athletics, or any of the sport programs operated by KUAC; (ii) not to make available its lists to any financial institution for the marketing of any credit card; and (iii) not to permit the distribution of literature for the marketing of credit cards at its events other than in the official game programs.

KUAA agrees that it shall not market any Affinity Cards to anyone using any sport designation or making any implication that any Affinity Card is the "Official" or "Exclusive" card or consumer credit service of KUAC, the Athletics Department, Kansas Athletics, or any of its sport programs without the express prior written permission of KUAC.

3. **Consideration.** As full consideration for the foregoing Non-Sponsorship / Non-Competition provision in this Agreement, KUAA agrees to pay KUAC the sum of Six Hundred Thousand Dollars (\$600,000) on or before October 9, 1998. Other than as set forth below, no additional amounts shall be paid by KUAA to KUAC pursuant to this Agreement.
4. **KUAA Presence at Athletic Events.** KUAA shall have the right to occupy up to four (4) eight-foot tables for the promotion of Affinity Cards during all home football, men's basketball, and women's basketball games. KUAC and KUAA shall mutually determine the exact location of KUAA tables. Tables will be located inside Allen Fieldhouse for men's and women's basketball games. For the purposes of this agreement, the "Late Night" basketball practice at the beginning of each basketball season shall be considered an event at which KUAA shall have the right to occupy space for the promotion of Affinity Cards. KUAA may request tables at other athletic events; however KUAC shall not be required to provide space to KUAA at other events, and KUAA agrees to pay a reasonable administrative fee for any sponsor recognition area provided at events other than those specifically designated in this Section 4. KUAA further agrees that no solicitation or marketing activities shall provide any free gifts or premiums to KUAC Members without the express prior written consent of KUAC.
5. **Admission to Events.** KUAA and KUAC hereby agree that KUAC shall provide KUAA the opportunity to purchase four (4) season football tickets and two (2) season men's basketball tickets each year during the term of this Agreement. KUAC agrees to provide KUAA the opportunity to purchase one (1) parking pass for football and one (1) parking pass for men's basketball. KUAC agrees to admit a reasonable number of individuals to work at the tables occupied by KUAA located in Memorial Stadium and Allen Fieldhouse, pursuant to KUAC rules governing game-day workers. KUAC agrees to provide adequate access to its facilities prior and subsequent to events to allow KUAA to make adequate provision for the marketing of Affinity Cards at the tables.
6. **Game Program Recognition.** During the term of this agreement, KUAC shall, at its expense, provide KUAA with one (1) full page, four (4) color, (if the program

is printed in color) sponsorship recognition in each program for the events designated in Section 4 of this agreement, with the exception of "Late Night". If KUAC or its marketing partner produces a multi-page program for "Late Night" during the term of this agreement, a one-page sponsorship recognition will be available to KUAA.

7. **Other Recognition.** KUAC agrees, at its expense, to provide KUAA with one public service announcement and two message-board announcements during each event designated in Section 4 of this agreement.
8. **Default.** KUAA and KUAC have the right to terminate this Agreement if either party fails to perform as required hereunder or fails to cure the same within thirty (30) days after receipt of written notice of said default.

In addition to KUAA's legal and equitable rights, in the event that KUAC fails to cure a material default by KUAC within thirty (30) days after receipt of written notice of said material default by KUAC, KUAC shall immediately return KUAA the following amounts of money:

<u>Default Occurs</u>	<u>Amount to be Returned</u>
Date of this Agreement through August 31, 1999	\$600,000
September 1, 1999 through August 31, 2000	\$550,000
September 1, 2000 through August 31, 2001	\$500,000
September 1, 2001 through August 31, 2002	\$450,000
September 1, 2002 through August 31, 2003	\$400,000
September 1, 2003 through August 31, 2004	\$350,000
September 1, 2004 through August 31, 2005	\$300,000
September 1, 2005 through August 31, 2006	\$250,000
September 1, 2006 through August 31, 2007	\$200,000
September 1, 2007 through July 31, 2010	\$150,000

In the event that KUAA fails to cure a material default by KUAA within thirty (30) days after the receipt of written notice of said material default by KUAA, KUAC shall have the right to terminate this Agreement immediately and without payment to KUAA.

9. **Notices.** Any notice or other communication hereunder shall be in writing, will be sent via registered or certified mail, overnight courier, or confirmed facsimile transmission and will be deemed given (i) if mailed, when deposited, postage prepaid, in the United States mail, (ii) if sent by overnight courier, one business day after delivery to such courier, and (iii) if sent by facsimile, when transmitted.

Any notice or other communication will be addressed as set forth below, or to such other address as any party will advise the others in writing:

If to KUAA:

President  
The Alumni Association of the University of Kansas  
1266 Oread Avenue  
Lawrence, Kansas 66044-3169  
Facsimile: (785) 864-5397

If to KUAC:

Director of Athletics  
University of Kansas Athletic Corporation  
205 Wagnon Student Athlete Center  
Lawrence, Kansas 66045  
Facsimile: (785) 864-7993

10. **Confidentiality.** K.S.A. 76-721, as amended from time to time, provides that any contracts with corporations whose operations are substantially controlled by a state educational institution must provide that the books and records of that corporation shall be public records and must require that an annual audit by an independent certified public accountant be furnished to the Board of Regents and filed with the state agency in charge of post auditing state expenditures. KUAC is a corporation whose operations are substantially controlled by the University of Kansas.

Documents in the possession of the University of Kansas are subject to the provisions of the Kansas Open Records Act, K.S.A.. 45-201 et seq., as amended from time to time. KUAC and the University take the position that this contract is a public record under the above-referenced statutes. Therefore, if KUAC or the University receive a written request for a copy of this contract, they will comply with the statutes and disclose a copy of this contract unless KUAA exercises any rights it may have under either of the above-referenced statutes to prevent such disclosure. Upon receiving a written request for disclosure of the contract, KUAC will fax the request to KUAA on the same day the request is received.

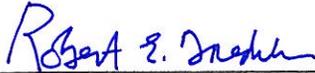
11. **NCAA Rules and Regulations.** It shall not be a violation of this Agreement for the University and/or KUAC to comply with bylaws, rules or regulations of the National Collegiate Athletic Association as they exist as of the date of signing of this Agreement.
12. **Construction of this Agreement.** This Agreement will be governed by and construed in accordance with the laws of the State of Kansas without regard to the principles of conflicts of law. The captions used in this Agreement are for convenience only and will not affect in any way the meaning or interpretation of the provisions set forth herein. All references to "days" shall mean calendar days, unless expressly provided to the contrary.

13. **Power and Authority.** KUAC and KUAA represent and warrant that each has the full power and authority to enter into and perform this Agreement, and that this Agreement is valid, binding, and enforceable in accordance with the terms outlined herein.
14. **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.

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

AGREED TO AND ACCEPTED:

THE UNIVERSITY OF KANSAS ATHLETIC CORPORATION



Robert E. Frederick, Athletics Director

Date:

THE ALUMNI ASSOCIATION OF THE UNIVERSITY OF KANSAS

By:



Fred B. Williams, President

Date: