AFFINITY UNIVERSITY ROYALTY LICENSING AGREEMENT

THIS AGREEMENT, made effective this 2 day of August, 2010, by and between the Western Illinois University Alumni Association, in conjunction with the Western Illinois University Foundation, a not-for-profit corporation having its principle office at 1 University Circle, Macomb, Illinois, 61455 ("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 Visa consumer credit card and related services (hereinafter collectively referred to as "Credit Cards") available to the alumni, officers, directors, employees, friends, faculty, staff members, of University ("Members"); and

WHEREAS, Group is willing to allow IB to use certain of Group's proprietary intellectual property for IB's offering of IB's Credit Cards to and among the 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, mascot, trademarks, service marks, copyrights, logos, and film or likenesses of mascot of the Group (collectively the "Marks") solely in connection with the marketing of Credit Cards to 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 all Affinity Program materials, associated forms, and disclosures. Group and IB agree that IB will only issue Credit Card 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 industry rules and regulations, 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, logo, and mascot as the same now exist or as they may hereafter be modified, including all rights in and to any copyright, trademark, service mark 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 Credit Card 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 of the Group Members and friends of Group eighteen (18) years of age and older, including names, the preferred Member addresses, via media which is mutually agreed upon (the "Lists"). Any request for residential telephone numbers and/or use of email addresses (also defined as the "Lists") will be determined at the time of the request and mutually agreed upon. Receipt of, or use of, residential telephone numbers or email addresses, shall not be unreasonably denied as long as it is not in conflict with Group or Western Illinois University active written policy. Group shall provide IB with updated Lists upon request from IB. All Lists shall be provided to IB by Group at no additional costs to IB beyond that set forth in Exhibit A. Group may provide additional demographic information to IB for purposes of promoting the Affinity Program. IB shall have exclusive right to Group events free of charge for the purpose of soliciting Affinity Program applications; attendance at such events will be mutually agreed upon by IB and Group in advance.

(b) IB shall use the Lists and information provided by Group on a basis consistent with the intent and terms of this Agreement, i.e., to market and service Credit Card 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. 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.

3. Offering of Credit Cards by IB. IB shall offer Credit Cards to 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 Members, and the Group shall not unreasonably impede IB with the administration of such 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 practices.

(b) Subject to federal, state and local laws and any other applicable industry

rules and 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, such approval not to be unreasonably withheld.

(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 promote the Affinity Program among Members, including promotional merchandise which may or may not bear the Marks used to incent individuals to apply for Credit Cards. Group shall review such materials and respond to IB's request for approval on a timely basis. In addition, approval by Group of any marketing materials submitted by IB for review shall not be unreasonably withheld. If a response has not been received within fifteen (15) business days, the submission will be deemed approved. Group shall review such materials only to protect the good will associated with the Marks. IB further reserves the right to communicate information to the cardmember, which it normally sends its other cardmembers and does not utilize the Group's name or logo, without having to obtain the prior approval of Group. IB shall have the right offer other financial products to Members.

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 Members 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 the Group's Marks and Lists, IB shall pay to Group certain Royalties on a monthly basis as set forth in Exhibit A attached hereto.

(b) IB shall provide Group with a monthly reconciliation report. Group shall have the right upon reasonable notice to IB to have Group's outside auditors review IB's books and records related to the reconciliation reports to confirm their accuracy.

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. Each party 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 organization duly organized, validly existing and in good standing under the laws of the State of Illinois.

(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 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) This Agreement and all attached hereto exhibits ("Exhibits"), have been validly executed by the parties thereto and represent binding agreements between the respective parties to each 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 as provided by law 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, venture partners 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 August 1, 2015 (the "Initial Term"). Thereafter, this Agreement shall be automatically renewed for periods of 3 years unless either party delivers a written notice of termination at least 180 days before the termination date of its intent not to renew the Agreement. 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 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 at the option of the non-defaulting party. If the non-defaulting party does not elect to terminate this Agreement, the non-defaulting party may file suit for injunctive relief to require the defaulting party to comply with the terms of this Agreement.

(c) This Agreement shall be deemed immediately terminated, without the requirement of further action or notice by either party, in the event that either party shall become subject to voluntary or involuntary bankruptcy, insolvency, receivership, conservatorship or like proceedings pursuant to applicable state or federal law.

(d) In the event any material change in any federal, state or local law, statute, operating rule or regulation, or any material change in any operating rule or regulation of either MasterCard or Visa makes the continued performance of this Agreement under such changed terms and conditions unduly financially burdensome under generally accepted accounting principles or legally prohibited, then IB shall have the right to terminate this Agreement upon 90 days advance written notice. Such written notice shall include a detailed explanation as evidence of the burden imposed as a result of such change.

(e) Upon termination of this Agreement:

(i) Group shall promptly return to IB all take-one and any other

promotional materials that have been supplied by IB to Group and are still in Group's possession;

(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 Members 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) If this Agreement is terminated before the completion of the 3rd contract year due to an uncured material default by Group, or due to a material misrepresentation by Group of subparagraph (b) or (c) above, or is terminated by Group without cause, Group shall immediately remit to IB all program expenses incurred to date, not to exceed $25,000.

(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 Affinity Program Credit Card services contemplated by this Agreement (the "Services"), 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 any other provider for the provision of such Services to Members. Such products may be, but are not limited to, MasterCard, Visa, American Express, and Discover 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 make any offer of a credit card or credit card related services uniquely tailored for and limited to the individuals possessing an Account. The parties agree this non-competition clause, following termination of this Agreement, shall not prohibit Group and/or credit card provider with which it may contract from making any offer for a credit card or credit card related services which may include individuals with an Account.

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
Attn: Linda Cullinan, Vice President

If to Group, to:

Western Illinois University Alumni Assoc.
1 University Circle
Macomb, IL 61455
Attn: Amy Spelman,
Director of Alumni Programs

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 personal delivery, email, fax, nationally recognized overnight courier service, or by certified or registered mail, return receipt requested.

14. Entire Agreement and Amendment. This Agreement, including Exhibits, constitutes the entire understanding between the parties with respect to the subject matter, and supersedes all prior written and oral proposals, understandings, agreements and representations, all of which are merged herein. No amendment or modification of this Agreement shall be effective unless it is in writing and executed by all of the parties hereto.

15. Non-Waiver of Default. The failure of either party to insist, in any one or more instances, on the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term or condition, and the obligations of the non-performing party with respect thereto shall continue in full force and effect.

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

17. Account Terms. All account terms and conditions, including but not limited to, Annual Percentage Rate, annual fee, and other fees, will be determined by IB in its sole discretion.

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. Merchant Services. IB has the right to bid for merchant services provided to the Group including Western Illinois University.

20. Commercial Card Services. IB has the right to bid for commercial card services provided to the Group including Western Illinois University. All Group commercial account activity is included in the calculation of Royalty payments.

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

Western Illinois University Alumni Association

By Amy E Spelman 8-2-10

Amy Spelman, Director of Alumni Programs

Western Illinois University Foundation

By Brad Bainter 8.2.10

Brad Bainter, Executive Director and Vice President for Advancement & Public Services

INTRUST Bank, N.A.

By _____

Linda Cullinan, Vice President

Exhibit A
Western Illinois University Alumni Association

Royalty

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, provided Group fulfills all its obligations as described in this Agreement.

The Royalties shall be paid as follows:

a) the sum of $35,000 payable to the Group at signing and
b) the remainder based on:
    1. $25 per new account booked
    2. 0.25% (0.0025) of program net sales
    3. 0.15% (0.0015) of program outstandings starting in year 2
    4. payable in 12 monthly payments by the 20th day of each month with the initial payment to be paid 90 days after signing

Additional *bonus* opportunity of $50,000 when outstanding balances reach $4.5M and of $100,000 when outstanding balances reach $7.5M. No more than 20% of outstandings can be at below market interest rate.

Marketing of the Group Program shall consist of:

- Mailing to the full alumni mail file at least 2x in 3 years
- Mail 1 offer annually w/additional mailings contingent upon its success

Non-Promotional Visa Platinum Pricing

The pricing terms below are those in place at time of this contract signing. All account terms, conditions, and pricing including but not limited to, annual percentage rate, annual fee, and other fees, will be determined by IB in its sole discretion.

Annual Fee:	None	
APR:	Prime + 8.74.9% (11.99%)	
Penalty APR:	22.99%	
Miscellaneous:	Minimum finance charge:	$1.50
	Cash advance fee:	3% ($5.00 minimum)
	Quasi cash advance fee:	3% ($20 minimum)
	Foreign currency conversion fee:	3%
	Late fee:	up to $35
	Overlimit fee	None

Exhibit B

MARKS

To be provided by affinity partner.