

HOSTTM COMMUNICATIONS

ADVERTISING SPACE CONTRACT

546 East Main Street - Lexington, Ky 40508 • 859.226.4678 • www.hostcommunications.com

Contract No: 3,834

Date: 1/25/07

Advertiser: 392506
University Financial Services
Attn: Chris Gurney
420 Park Place Blvd., Ste 100
Clearwater, FL 33759

Agency:

RATE SECTION:

Contract Term: 2/1/07 to 6/30/07

Total Rate: **Gross: \$13,800.00** **Net: \$13,800.00**

Send Invoice To: CLIENT

Billing: INSTALLMENT BILLING

INCLUDED ADVERTISING:

<u>Project</u>	<u>Description</u>
13550	Banner Ad on Seminoles.com
13550	Direct Mail Inserts (including use of FSU logos and marks)
13550	Spring Football Game

INSTALLMENT BILLING SCHEDULE:

<u>Invoice Date</u>	<u>Invoice Amount</u>
2/1/07	\$4,600.00
4/1/07	\$4,600.00
6/1/07	\$4,600.00



Contract No: 3,834

Advertiser: University Financial Services

Date: 1/25/07

Total Rate: Gross: \$13,800.00

Net: \$13,800.00

GENERAL COMMENTS:

Client to receive:

- 1) 600,000 impressions on Seminoles.com through June 30, 2007, with link back to University Financial Services (UFS) home page
- 2) Seminole Athletics Marketing will have final approval on the design of all advertisements and promotional materials
- 3) UFS responsible for the cost and design of all promotional pieces
- 4) Seminoles Athletics Marketing will work with the University to obtain the database of recent graduates for the benefit of promoting future sports schedules and the UFS Program. Requests for updated database not to exceed two requests through June 30, 2007.
- 5) Cost of databases included in this agreement
- 6) UFS to allow for a minimum of two weeks from the time request is made for actual receipt of database.
- 7) Seminole Athletics Marketing will facilitate having printed materials displayed at local businesses targeting students. Seminole Athletics Marketing will also assist UFS in obtaining access to other university groups/events where information can be distributed to students.
- 8) UFS will have the opportunity to include information in Athletics Mailings that take place prior to June 30, 2007. UFS will be responsible for producing and having materials delivered to appropriate location by deadline indicated by Seminole Athletics Marketing, within produced specifications.
- 9) UFS agrees to pay Host Communications/Seminole Athletics Marketing \$75.00 per application received, after the first 184 applications received, resulting from this agreement. An application shall qualify for payment if it:
 - a. is received through the dedicated website or toll free number referenced in paragraph; or
 - b. is received as a result of a promotion or display held at a University athletic event; or
 - c. is otherwise identifiable as having resulted from any one of the activities specified in section 3; and
 - d. is a substantially complete application.

A substantially complete application is an application submitted by the applicant, including full contact information and evidencing interest in receiving a consolidation loan from UFS. UFS shall have exclusive discretion in identifying substantially complete applications. UFS will provide a statement of applications received each month (30th day) and Seminole Athletics Marketing will in turn invoice UFS for those applications during the period of Feb. 1, 2007 through June 30, 2007.

- 10) UFS will be the title sponsor of the 2007 Spring Football Game and receive logo placement and name mention in all advertising promoting the game including but not limited to radio, TV, print and internet advertising.
- 11) UFS will also have the opportunity to set up a display area at Seminole Village before the Spring Game as well as distribute information to fans at the event.

Contract No: 3,834

Advertiser: University Financial Services Date: 1/25/07

Total Rate: Gross: \$13,800.00

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Host Communications

Advertiser Agency

Kay Scott
Signature of HOST

[Signature]
Signature of Agent

Name: Kay Scott

(Please Print): CHRIS GURNEY

Title: General Manager

Title: CEO

Date: 1/30/07

Date: 1-29-2007

Primary Salesperson Wendy McReynolds 1-29-07
Name: McReynolds, Wendy M. ID#: 388938

Thank you for your business! For billing inquiries, please contact Pam Pritchett at 859-226-4274

THIS CONTRACT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS ATTACHED TO THIS CONTRACT AND THE PARTIES HERETO AGREE TO ALL SUCH TERMS AND CONDITIONS

ADDITIONAL TERMS AND CONDITIONS

EFFECTIVE DATE

Approval by Officer. This Contract shall not become effective until it is approved by an officer of HOST. Approval by an officer may be withheld at any time for any reason.

ADVERTISING AGENCIES

Status of Advertising Agency. Any person signing this Contract as an advertising agent warrants that he/she has full power and authority as an agent of Advertiser to bind Advertiser to all of the terms and conditions of this Contract.

PAYMENT AND BILLING

Joint Liability. Advertiser and any advertising agency executing this Contract are jointly and severally liable for payment of the amounts covered by this Contract.

Manner of Payment. Unless otherwise agreed to in writing and approved by an officer of HOST, payments under this Contract shall be made by cash or check.

Time/Late Payments. Advertiser (and any advertising agency executing this Contract in the event the Advertiser/Agency fails to make payments) agrees to pay the amounts covered by this Contract at the office of HOST by the terms specified on the front of this Contract. Payments of amounts due shall be made on date (or dates) specified on the front of this Contract.

Billing. Unless otherwise specified above, HOST will bill Advertiser/Agency upon publication/broadcast/or event date. All bills shall be deemed to be correct unless proved otherwise.

HOST TRADEMARKS

To the extent HOST has granted Advertiser/Agency the rights to utilize any name, trademarks, service marks, trade names and logos (the "Trademarks") during the Term of this Agreement, Advertiser/Agency agrees that such use will occur only as contemplated by this Agreement and as approved in advance by HOST. Advertiser/Agency will not acquire any rights in the Trademarks through such use and agrees to execute any assignment or other documents deemed necessary by HOST. Any use by Advertiser/Agency of the Trademarks shall be limited to the continental United States.

EFFECT OF BREACH

By Advertiser/Agency. HOST reserves the right to cancel this Contract at any time upon the default or delay by Advertiser (or any agent executing this Contract) in the payment of bills, or other material breach on the part of Advertiser/Agency of any of the conditions herein, and upon such cancellation all fees for work done by HOST hereunder not previously paid shall become immediately due and payable. In the event of a cancellation by reason of a material breach by Advertiser/Agency, Advertiser/Agency shall pay to HOST, as liquidated damages, a net sum equal to the actual out-of-pocket costs incurred by HOST because of the breach of this Contract, together with the total advertising fee specified on the front of this Contract.

By HOST. In event of a cancellation by reason of a material breach of this Contract by HOST, HOST shall pay the Advertiser/Agency, as liquidated damages, a net sum equal to the actual out-of-pocket costs paid by Advertiser/Agency because of the breach of this Contract.

Limit on Damages. Except as is specifically provided in this paragraph 5 or in paragraph 8 hereof (regarding indemnification against third-party claims) no party hereto shall have any claim for damages against any other party hereto (whether for breach of this Contract or otherwise) and the parties hereto agree that the liquidated damages specified in this paragraph are fair and that the actual damages incurred because of a breach of this Contract would be difficult or impossible to measure.

INABILITY TO PERFORM; INVENTORY CHANGES

Unforeseen Events. Should HOST, due to public emergency or necessity, legal restrictions, labor disputes, strikes, boycotts, secondary boycotts, acts of God, (whether or not such acts of God have occurred frequently or habitually or are of a common or seasonal occurrence in the general locality of such publishing), or for any reason, including but not restricted to mechanical breakdowns beyond the control and without the fault of HOST, be unable to perform any of its obligations hereunder, HOST shall not be liable to Advertiser/Agency except to the extent of allowing a pro rata rate reduction or suitable "make goods" approved by the Advertiser/Agency. In the case of a rate reduction HOST shall provide a pro rata reduction in the charge hereunder based on the benefits received by Advertiser/Agency as determined by HOST's rate card.

Advertiser/Agency agrees that if for any reason there are any changes to the benefits to be provided to Advertiser/Agency at any time during the term of this Agreement, HOST, on behalf of Advertiser/Agency, will use its best efforts to acquire similar "make-good" benefits as are mutually agreeable to

Advertiser/Agency and HOST. If Advertiser/Agency and HOST are unable to mutually agree upon any such "make-good" benefits, then HOST will promptly give Advertiser/Agency a pro rata credit (or if necessary a refund of fees paid) for the benefits not already provided hereunder as determined by HOST's standard rate card.

PUBLICATION PREPARATION

HOST Responsibility. HOST is responsible for providing publication space for advertising prepared by agent or Advertiser. Advertising production, talent charges, and service charges, if any, are not covered under this Contract but can be obtained for an additional service fee.

Approval of Material. Advertising prepared by Advertiser/Agency is subject to the approval of HOST both as to artistic quality and to publication content. In the event the materials or artists are unsatisfactory, HOST, although not required to do so, shall have the same rights to produce a substitute publication as under subparagraphs (c) and (d) below. Any approval by HOST hereunder shall not be deemed to be an approval as to conformity with any federal, state or local laws or regulations governing the advertising.

Failure to Deliver Material - Publication. In the case of publication materials, if HOST has not received material for publication by the Deadline Date (to be provided to Advertiser/Agency by HOST) or if copy corrections are submitted after the Deadline Date, HOST shall not be obligated to publish the advertisement or the corrected advertisement, whichever the case may be. However, HOST's failure to publish the advertisement or corrected advertisement due to the failure of Advertiser/Agency to meet the Deadline Date shall in no way relieve Advertiser/Agency of any of its obligations and duties under this Contract, including the obligation to pay the Contract price in full.

Revisions to Advertisement. Any revision, patching, repairing or special handling of digital art will be at the sole cost of the Advertiser/Agency.

Positions/Timing of Advertisement. Any requested positions or timing of advertisements are not guaranteed unless noted in the Contract.

PUBLICATION LIABILITIES

Indemnification by Advertiser/Agency. Advertiser/Agency will hold and save HOST harmless against any and all claims, losses or damages (including reasonably attorneys' fees and expenses) arising or resulting from: (i) HOST's publication of Advertiser's advertisements in the form furnished by Advertiser/Agency including, without limitation, any and all claims or liabilities for libel, slander, illegal or unfair competition or trade practices; infringement of trademarks, trade names, service marks or program titles; violations of rights of privacy or publicity; infringement of copyrights, and/or other proprietary rights and any advertisement which is otherwise contrary to law; (ii) a breach by Advertiser/Agency of any of the provisions of this Agreement.

Indemnification by HOST. HOST will hold and save Advertiser/Agency harmless against all claims, losses or damages (including reasonable attorneys' fees and expenses) arising or resulting from: (i) all such liability where the Advertiser's/Agency's advertisements are prepared and produced, both as to artist and advertising content, by HOST excepting only such liability as may result from the publishing of the commercial credits and other material furnished by Advertiser/Agency; (ii) a breach of any of the provisions of this Agreement.

Survival. The provisions of this paragraph 8 (a and b) shall survive any cancellation or termination of this Contract.

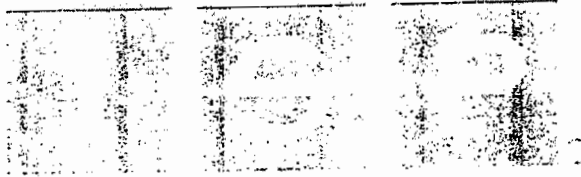
GENERAL

Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and may be amended only by written instrument duly executed by the parties.

Subject to Federal, State and Municipal Laws. This Contract is governed by Kentucky law and is subject to all federal, state and municipal laws and regulations now in force, or which may be enacted in the future.

Assignment and Waiver. This Contract, including the rights under it, may not be assigned or transferred by Advertiser/Agency without first obtaining the consent of HOST in writing; nor may HOST be required to advertise hereunder for the benefit of any other advertisers than the one named on the face of the Contract. Failure of HOST or Advertiser/Agency to enforce any provision herein shall not be construed as a general relinquishment or waiver as to that or any other provision.

Handling of Property and Mail. HOST shall exercise normal precautions, but shall assume no liability for losses or damages to advertising material or other property furnished by Advertiser (or its agency) in connection with HOST's activities hereunder and Advertiser/Agency shall reimburse HOST for all expenses incurred by HOST in connection with the handling of such materials.



America's Home for College Sports

Presents this
2006-09
Marketing
Support
Proposal For:





America's Home
for College Sports



In defining an Agreement, the parties agree as follows:

1. **Relationship** The relationship between UFS and ISP Sports shall be that of corporate sponsor and sponsored, and in no way will interfere with University's other existing corporate sponsorships.
2. **Grant of License to Use Intellectual Property and Member Lists** ISP Sports grants to UFS the right to use the intellectual property, defined as logos, names and descriptions during the term of this agreement for the purpose of soliciting, originating and marketing Consolidation Loans pursuant to this Agreement. UFS will not sell or transfer any member lists to a third party. All items must be pre-approved by ISP Sports and/or the university prior to production. ISP shall not, during the term of the Agreement, transfer or additionally grant the use of the same properties (Logo, Website Representation) or member lists to another entity or entities for the purpose of consolidating students. ✓
3. **UFS Commitment** University Financial Services will provide the following services under this Agreement, entirely at UFS's cost:
 - a. UFS will provide a Federal Student Loan Consolidation Program
 - b. All students and Athletic Department Support Group members will be eligible for an interest rate reduction benefit program
 - c. UFS will absorb all costs for marketing UFS programs as determined by UFS
 - d. All material dispersed through the Program, and mentioned in Section 4 below, including hand-outs, mailers, posters, flyers, advertisements and/or give-away items will be coded with both a dedicated and specific toll-free number and a dedicated and specific web address for University only. This ensures proper tracking of consolidation efforts can be attributed to the University. Web address and Toll-free number to be determined.
 - e. UFS Financial Specialists will be available 6 days a week to assist those seeking loan consolidations.
 - f. Online loan consolidation will be available.
 - g. Spanish speaking representatives will be available.



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for College Sports



4. ISP's Commitment : will be responsible for the following, for the Sponsorship investment defined in Section 5 below:
- a. Opportunity to add UFS marketing materials in mutually agreed upon database mail-outs the Athletic Department undertakes as well as securing graduating senior mailing lists for the benefit of promoting future sports schedules and the UFS Loan Consolidation Program.
 - b. Permission to use University Athletic logo, mascot and name on any UFS marketing materials. Logos and artwork to be provided upon request by UFS. **ALL MATERIALS MUST HAVE ISP/UNIVERSITY APPROVAL PRIOR TO PRODUCTION.**
 - c. Online loan consolidation will be made available to all students and Athletic Department Support Groups by UFS, via links added to the University Athletics web site. These links will go directly to the aforementioned dedicated website provided by UFS and adorned with University's colors and logos.
 - d. Official billing of UFS as "Official Student Loan Consolidation Provider of University OR XXX ISP RADIO NETWORK". Some schools may require UFS to be recognized as "Preferred Provider," and not use "Official" status. ISP will provide this list upon signing.
 - e. ISP will make best efforts to introduce or assist UFS in meeting University groups to gain permission to place marketing material throughout campus, including bookstores, student unions, and/or other meeting places the athletic department might suggest.
 - f. Permission to set up one or more table-top displays to showcase benefits and dispense marketing materials at up to two (2) home football games and two (2) home men's basketball games, as mutually agreed upon.
 - g. ISP will assist in the coordination of promotional distributions.
5. University Financial Services will pay ISP Sports the following:
- 2006-2007 - **\$255,000** (\$35,000 per Tier 1 school, \$25,000 per Tier 2 school guaranteed cash sponsorship). Guarantee fee will be billed as per schedule on page 6.
 - UFS will also pay a \$75 commission on properly submitted applications per school after Tier 1 schools exceed 466 applications and Tier 2 schools exceed 333.
 - UFS will submit quarterly reports to ISP designee updating on application status.
 - Any applicable commissions will be paid at this time.
 - 2007-2008 - **\$300,000** (\$40,000 per Tier 1 school, \$30,000 per Tier 2 school)
 - Commission thresholds- Tier 1 =533, Tier 2= 400
 - 2008-2009 - **\$345,000** (\$45,000 per Tier 1 school, \$35,000 per Tier 2 school)
 - Commission thresholds- Tier 1 = 600, Tier 2= 466



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5. Term The term of this Agreement shall be for a period of three (3) years. UFS may extend the agreement for two (2) additional years with similar year-to-year increases as shown in the first three years (\$5,000 increase by Tier), as mutually agreed upon with ISP Sports. If there exists a material breach by either party, the non-breaching party may terminate this Agreement by providing 90 days prior written notice to the breaching party of intent to terminate, providing the notice specifies the material breach. Either party may terminate this Agreement upon notice to the other party if a governmental authority having jurisdiction over the party requires termination of the Agreement, or if there is material change in the Higher Education Act or regulations governing the Federal Family Education Loan Program to the extent that it is prohibitive for either party to financially meet their responsibilities or commitments under this Agreement.

- a. UFS may add additional ISP schools as they come into new contract with ISP, and the pricing structure would stay consistent by Tier as listed earlier, with Federal Direct Lending schools "Tier 1". ✓
- b. ISP will inform UFS of additional schools that meet UFS requirement, already under contract with ISP. UFS can add additional schools at their discretion as they accept the UFS program requirements. ✓

6. Notices Any notices, requests, demands or other communications between the parties will be in writing and considered given when received, whether sent by facsimile, delivered by hand, certified or registered mail, etc.





America's Home
for College Sports



Total Annual Guaranteed NET Cost to Sponsor:

- Year One (2006-07): \$255,000
- Year Two (2007-08): \$300,000
- Year Three (2008-09): \$345,000

•Breakout by school:	06-07	07-08	08-09
•UAB	\$35,000	\$40,000	\$45,000
•Georgia State	\$35,000	\$40,000	\$45,000
•Ohio Univ.	\$35,000	\$40,000	\$45,000
•UCF	\$25,000	\$30,000	\$35,000
•ECU	\$25,000	\$30,000	\$35,000
•UCLA	\$25,000	\$30,000	\$35,000
•Pittsburgh	\$25,000	\$30,000	\$35,000
•Tulane	\$25,000	\$30,000	\$35,000
•TCU	\$25,000	\$30,000	\$35,000



America's Home for College Sports



- 1. This proposal is effective through August 1, 2006, or until described inventory is sold.
- 2. The term of this agreement shall be from August 1 2006, through June 30, 2009. Neither party shall have rights defined in this agreement after contract expiration.
- 3. Payment terms
CASH:

<u>Year One (2006-2007)</u>	<u>Year Two (2007-2008)</u>	<u>Year Three (2008-2009)</u>
\$42,500 ...billed on August 1	\$50,000 ...billed on August 1	\$57,500 ...billed on August 1
\$42,500 ...billed on October 1	\$50,000 ...billed on October 1	\$57,500 ...billed on October 1
\$42,500 ...billed on December 1	\$50,000 ...billed on December 1	\$57,500 ...billed on December 1
\$42,500 ...billed on January 1	\$50,000 ...billed on January 1	\$57,500 ...billed on January 1
\$42,500 ...billed on February 1	\$50,000 ...billed on February 1	\$57,500 ...billed on February 1
\$42,500 ...billed on April 1	\$50,000 ...billed on April 1	\$57,500 ...billed on April 1

BILLING TERMS: Net due upon receipt of invoice. Late payment(s) are subject to interest charges of 1.5% per month (18% APR).

- 5. As used herein, Sponsor includes any successor in interest thereto.
- 6. This agreement is governed by the laws of the state of North Carolina.
- 7. This agreement will automatically terminate at any such time that ISP no longer maintains the advertising rights defined herein.

ACCEPTED AND AGREED:

UNIVERSITY FINANCIAL SERVICES
 420 Park Place Blvd., Suite 100
 Clearwater, FL 33759
 ATTN: University Development Coordinator

Phone:
 Fax:
 By:
 Chris Gurney
 CEO

Date: 7.26.06
 Email: CGURNEY@UFDANS.COM

International Sports Properties, Inc.
 140 Club Oaks Court
 Winston-Salem, NC 27104

Phone: (336) 768-3400
 Fax: (336) 768-7681
 By:
 Dan Barrett
 Vice President

Date: 7/27/06