

**WASHINGTON STATE UNIVERSITY ALUMNI ASSOCIATION
AMENDED AND RESTATED
AFFINITY AGREEMENT**

This Agreement is entered into as of this 1st day of October, 2007 (the "Effective Date") by and between FIA Card Services, N.A., f/k/a Bank, N.A. a national banking association having its principal place of business in Wilmington, Delaware ("Bank"), and Washington State University Alumni Association, a Washington Non-Profit Corporation having its principal place of business at Lewis Alumni Centre, 123 Wilson Road, Pullman, WA 99164-6150 ("WSUAA"), for themselves, and their respective successors and assigns.

WHEREAS, WSUAA and Bank were parties to that certain Washington State University Alumni Association Affinity Agreement dated as of April 29, 1997 as the same may have been amended ("Original Agreement"), wherein Bank provides certain financial services to certain persons included in certain lists provided to Bank by or on behalf of WSUAA; and,

WHEREAS, Bank understands and agrees that WSUAA is non-profit corporation separate from Washington State University ("WSU"), and that WSUAA has no authority to bind Washington State University to the terms of this or any other agreement; and

WHEREAS, WSUAA and Bank mutually desire to amend and restate the Original Agreement; and

WHEREAS, WSUAA and Bank wish to further clarify that in this Amended and Restated Agreement the Bank will not be receiving from WSUAA a list of current undergraduate or graduate students and, as result, Bank will not be conducting any direct mail, telemarketing or e-mail campaigns targeting undergraduate or graduate students and that WSUAA will receive no marketing fees or compensation of any kind for any accounts which may be opened by undergraduate or graduate students, even if such students choose to participate in the Program of their own accord.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, WSUAA and Bank agree as follows:

1. DEFINITIONS

When used in this Agreement, the following initially capitalized words and phrases will have the meanings ascribed to them as set forth below:

"Agreement" means this agreement and Schedules A through D.

"Alumni Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark owned by WSUAA or any WSUAA Affiliate during the term of this Agreement.

“Contract Year” means any twelve month period, during the term of this Agreement that begins on October 1 and ends on September 30 of the following year.

“Credit Card Account” means a credit card account opened in response to marketing efforts made pursuant to the Program.

(i) A **“Student Credit Card Account”** is a Credit Card Account opened through an application coded by Bank as a student application and each such Student Credit Card Account is not eligible for any Royalty payment or compensation of any kind.

(ii) An **“Alumni Credit Card Account”** is a Credit Card Account opened through an application coded by Bank as an alumni application.

“Customer” means any Member who is a participant in the Program.

(i) **“Student Customer”** means a Customer who is defined by the Customer as an undergraduate or graduate student of Washington State University.

(ii) **“Alumni Customer”** means a Customer who is not a Student Customer.

“Emerging Credit Card Account” means a Credit Card Account coded by Bank with one of Bank’s risk management identifiers.

“Financial Service Product” means any credit card program, charge card program, debit card program, installment loan program, revolving loan program, deposit program and travel and entertainment card program.

“Gold Option Account” means a GoldOption® (as such service mark may be changed by Bank, in its sole discretion, from time to time) revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.

“Gold Reserve Account” means a GoldReserve® (as such service mark may be changed by Bank, in its sole discretion, from time to time) revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.

“Information” has the meaning ascribed to such word in Section 7.

“Mailing List” means an updated and current list and/or magnetic tape (in a format designated by Bank) containing non-duplicate, with corresponding valid postal addresses of all Members who are at least 21 years of age, segmented by zip codes or reasonably selected membership characteristics. Bank acknowledges WSUAA will remove from the list undergraduate and graduate students currently enrolled at Washington State University, and individuals who request removal from the list.

“Member” means living alumni of WSU and/or other potential participants mutually agreed to by WSUAA and Bank.

“Program” means those programs and services of the Financial Service Products Bank agrees to offer pursuant to this Agreement to the Members from time to time.

“Reward Credit Card Account” means a consumer Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program.

“Reward Enhancement” means the loyalty reward consumer Credit Card Account enhancement as provided through Bank and offered as part of the Program for Reward Credit Card Accounts. The Reward Enhancement may be marketed under another name (e.g., World Points), as determined by Bank from time to time, in its sole discretion.

“Royalties” means the compensation set forth in Schedule A.

“Trademarks” means the Alumni Trademarks and the Washington State University Trademark.

“WSUAA Affiliate” means any entity which WSUAA directly or indirectly owns or controls, including WSUAA volunteer groups such as SAC, Alumni Districts or Clubs, WSUAA Multicultural Alliances, and WSUAA Constituency Groups. “WSUAA Affiliate” does not include Washington State University and any of its divisions or units.

“WSUAA/Alaska Airlines Reward Credit Card Test Account” means a reward Credit Card Account opened pursuant to Section 3(h) of this Agreement. The WSUAA/Alaska Airlines Reward Credit Card Test Accounts may be marketed under another name, as determined by Bank from time to time, in its sole discretion.

“Washington State University Trademark” means the WSU “spirit mark” as depicted on Schedule D attached hereto and any successor or replacement to the “spirit mark”.

2. RIGHTS AND RESPONSIBILITIES OF WSUAA

- (a) WSUAA agrees that during the term of this Agreement it will endorse the Program exclusively and that neither WSUAA nor any WSUAA Affiliate, by itself or in conjunction with others, will directly or indirectly: (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than Bank) the providing of, any Financial Service Products of any organization other than Bank; (ii) license the Trademarks, or allow others to license or use the Trademarks, in relation to or for promoting any Financial Service Products of any entity other than Bank; and (iii) sell, rent or otherwise make available any of its mailing lists or information about any current or Members in relation to or for promoting any Financial Service Products of any entity other than Bank. Both WSUAA and its WSUAA Affiliates will use their best efforts to prevent any sale, rental, transfer or other use of any of their mailing lists or any other information about any current or potential Members in relation to or for the promotion of any Financial Service Products of any entity other than Bank. Notwithstanding anything else in this Agreement to the contrary, WSUAA may accept

print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by WSUAA of said financial institution or advertising for a Financial Service Product. WSUAA or any WSUAA Affiliate may enter into event sponsorship agreements (such as Alumni Association Golf Tournaments, Alumni Association Awards banquets) with other financial institutions, provided no violations of this Section 2 (a) occur.

- (b) WSUAA agrees to provide Bank with such information and assistance as may be reasonably requested by Bank in connection with the Program.
- (c) WSUAA authorizes Bank to solicit Members by mail, direct promotion, banking centers, internet, advertisements, and by any other means for participation in the Program.
- (d) WSUAA will have the right of prior approval of all Program advertising and solicitation materials to be used by Bank, which contains a Trademark; such approval will not be unreasonably withheld or delayed. In the event that Bank incurs a cost because of a change in the Trademarks (*e.g.*, the cost of reissuing new credit cards), Bank may deduct such costs from Royalties due WSUAA. In the event such costs exceed Royalties then due WSUAA, WSUAA will promptly reimburse Bank for all such costs.
- (e) Within forty-five days following the request of Bank, WSUAA will provide Bank with the Mailing List free of any charge; provided, however, that WSUAA will not include in any Mailing List the name and/or related information regarding any person who has expressly requested that WSUAA not provide his/her personal information to third parties. In the event that Bank incurs a cost because of a charge assessed by WSUAA or its agents for an initial Mailing List or an update to that list, Bank may deduct such costs from Royalties due WSUAA. WSUAA will provide the Mailing List, containing at least 115,000 non-duplicate names with all corresponding information, as soon as possible but no later than forty-five days after WSUAA's execution of this Agreement. A new and updated Mailing List will be provided at least once a year.
- (f) WSUAA will, and will cause any WSUAA Affiliates to, only provide information to or otherwise communicate with Members or potential Members about the Program with Bank's prior written approval, except for current advertising and solicitation materials provided by Bank to WSUAA. Notwithstanding the above, WSUAA may respond to individual inquiries about the Program from its Members on an individual basis, provided that said responses are accurate and consistent with the then-current materials provided by Bank to WSUAA. Any correspondence received by WSUAA that is intended for Bank (*e.g.*, applications, payments, billing inquiries, etc.) will be forwarded to the Bank account executive via overnight courier within 24 hours of receipt. All charges incurred for this service will be paid by Bank.
- (g) WSUAA hereby grants Bank and its affiliates a limited, exclusive license to use the Alumni Trademarks, and has secured the right to provide Bank and its affiliates and does hereby grant Bank a limited, non-exclusive license to use the Washington State University Trademark, solely in conjunction with this Agreement and the Program,

including the promotion thereof, provided that WSU's Office of Trademarks has exclusive authority to review and approve all such use so long as such approval is not unreasonably withheld or delayed. Bank acknowledges and agrees that use of the Washington State University Trademark by itself and without reference to WSUAA is strictly limited to placement on the credit cards, debit cards and checking products offered under the Program pursuant to this Agreement (and depictions of such products), if approved by WSU's Office of Trademarks, and that no other independent use of the Washington State University Trademark is permitted without direct association to and in conjunction with the WSUAA name, including on all other Financial Service Products or marketing materials issued under this Agreement. These licenses will be transferred upon assignment of this Agreement subject to the provisions of Section 11(g) herein. These licenses will remain in effect for the duration of this Agreement and will apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization, or individual. WSUAA will provide Bank all Trademark production materials (*e.g.*, camera ready art) required by Bank for the Program, as soon as possible but no later than thirty days after WSUAA's execution of this Agreement. Nothing stated in this Agreement prohibits WSUAA from granting to other persons a license to use the Trademarks (subject to WSU's prior approval) in conjunction with the providing of any other service or product, except for any Financial Service Products by WSUAA.

- (h) WSUAA will permit Bank to advertise the Program on its home page and at other prominent locations within the internet site(s) of WSUAA free of any charge. Bank may establish a "hot-link" from such advertisements to another internet site to enable a person to apply for a Credit Card Account. WSUAA will modify or remove such advertisements within twenty-four hours of Bank's request. WSUAA will provide Bank with the ability to access any and all pages within the WSUAA internet site(s), including without limitation any "members only" or other restricted access pages.
- (i) WSUAA agrees that if applicable law changes to allow financial institutions access to Washington State University's list of the names and addresses of undergraduate or graduate students for commercial purposes, WSUAA shall use best efforts to obtain such lists from Washington State University for the purpose of providing such lists to Bank for use in the Program.

3. RIGHTS AND RESPONSIBILITIES OF BANK

- (a) Bank will design, develop, maintain, and administer the Program for the Members.
- (b) Bank will design all advertising, solicitation, and promotional materials with regard to the Program. Bank reserves the right of prior written approval of all advertising and solicitation materials concerning or related to the Program, which may be developed by or on behalf of WSUAA.

- (c) Bank will bear all costs of producing and mailing materials for the Program.
- (d) Bank will make all credit decisions and will bear all credit risks with respect to each Customer's account(s) independently of WSUAA.
- (e) Bank will use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and will not sell or otherwise provide the Mailing Lists to any-entity other than those entities with which it contracts to handle these Mailing Lists, which entities Bank shall prohibit from using the Mailing List for any other purpose. Bank will have the sole right to designate Members on these Mailing Lists to whom promotional material will not be sent. Notwithstanding the foregoing, after receipt of written notice from WSUAA of the name and address of an individual on a Mailing List that has requested WSUAA to remove them from any WSUAA list used for promotional purposes, Bank will, as soon as practicable, comply with such individual's "opt out" - request. These Mailing Lists are and will remain the sole property of WSUAA. However, Bank may maintain separately all information that it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of Bank's own files and will not be subject to this Agreement; provided however that Bank will not use this separate information in a manner that would imply an endorsement by WSUAA.
- (f) Notwithstanding anything contained in the Agreement to the contrary, WSUAA acknowledges and agrees that Bank may market any financial service products or services that Bank or any Bank affiliate offers (e.g., credit cards and deposit products, collectively "Bank Products") contemporaneously with the promotion of deposit products under the Program and that such Bank Products are not subject to this Agreement. However, Bank agrees that it shall not, when using WSUAA's Mailing Lists for deposits products under the Program, market Bank Products (excluding "Deposit Offers" as defined below) in direct mail copy, or in an e-mail solicitation unless WSUAA consents to Bank's use of the Mailing Lists for such purposes. "Deposit Offers" means any and all deposit product benefits and features and any and all other products and services that relate to or have a connection with deposit products offered under the Program (e.g., Online Banking and \$0 Trade).
- (g) Subject to applicable law and regulation, Bank has the right to place Trademarks on gifts for individuals completing applications and on other premium items, including without limitation t-shirts, hats, "bobbleheads," or other items suitable in Bank's judgment for the solicitation of Credit Card Account applications. WSUAA, in conjunction with the WSU Office of Trademarks, will have final approval of the use and appearance of the Trademarks used on such materials, but hereby grants Bank the right to use such approved materials at Bank's discretion. All promotional gifts and premium items shall be purchased by Bank from official licensed dealers where royalties are paid through the official licensee. Bank will not be required to pay amounts to any third party (e.g., any producer, licensor(ee) or manufacturer of such gifts and premiums) as royalties or other compensation otherwise due directly or indirectly to or on behalf of WSUAA or a WSUAA Affiliate for such gifts or premiums. WSUAA agrees to waive such payments from any such third party(ies) (and/or to cause the usual recipient(s) of such payments to waive such payments), and to execute and deliver (and/or to cause the usual recipient(s)

of such payments to execute and deliver) to Bank such additional documentation as may be necessary or appropriate to give effect to this waiver. If a third party should refuse to give effect to WSUAA's waiver by reducing the price to Bank for such gifts or premiums by the applicable amount (or any person will otherwise prevent the realization of this benefit by Bank), then Bank is entitled to deduct such applicable amount(s) from all Royalties and/or Advance payments otherwise due WSUAA.

- (h) Bank agrees to use commercially reasonable efforts in a good faith attempt to test promote an offer for a WSUAA/Alaska Airlines Reward Credit Card Test Account product ("**Tri-Branded Product**") via multiple marketing channels. Channels will include but are not limited to direct mail and WSUAA Internet homepage. The test will measure responses and conversion rates, account activation, card usage, retail spend volumes, delinquency and credit losses against the WorldPoints rewards program. Bank reserves the right to make periodic adjustments to the test promotion. After conducting the test promotion, Bank and WSUAA shall meet, review the results of the test and mutually agree as to the next steps to take with respect to the Tri-Branded Product. In the event Bank determines not to continue to market the Tri-Branded Product, this will not be deemed a breach of the Agreement by Bank.

4. REPRESENTATIONS AND WARRANTIES

- (a) WSUAA and Bank each represents and warrants to the other that as of the Effective Date and throughout the term of this Agreement:
- (i) It is duly organized, validly existing and in good standing.
 - (ii) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
 - (iii) This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.
 - (iv) No consent, approval, or authorization from any third party is required in connection with the negotiation, execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect.
 - (v) The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.

(vi) It will comply with all applicable state and federal laws and regulations and related reporting requirements.

(b) WSUAA represents and warrants to Bank as of the date hereof and throughout the term of this Agreement that it has acquired from WSU the right to license the use of the Washington State University Trademark pursuant to the terms of this Agreement and subject to the prior approval of the WSU Office of Trademarks, and that it has the right and power to license the Alumni Trademarks, to Bank for use as contemplated by this Agreement, and that it has the right and power to provide the Mailing List(s) to Bank for the promotion of the Program

5. ROYALTIES

(a) During the term of this Agreement, Bank will pay Royalties to WSUAA. Royalties will not be paid without a completed Schedule C (W-9 Form and ACH Form). Except as otherwise provided in Schedule A, payment of Royalties then due will be made approximately forty-five days after the end of each calendar quarter.

(b) On or before the forty fifth day after the end of each calendar quarter during the term of this Agreement, Bank will provide WSUAA with a statement showing (i) the number of consumer Credit Card Accounts opened, the number of consumer Credit Card Accounts renewed and the retail purchase transaction dollar volume (excluding those transactions that relate to refunds, returns and unauthorized transactions), made during the preceding calendar quarter on consumer Credit Card Accounts.

6. PROGRAM ADJUSTMENTS

Bank reserves the right to make periodic adjustments to the Financial Service Products offered under the Program and their terms and features. In addition, Customers may be offered opportunities to select credit protection as a benefit under the Program and other services. Bank will use its commercially reasonable efforts to notify WSUAA of the implementation of any significant change, except those changes required by Visa, MasterCard International, American Express or applicable law. Failure by Bank to so notify WSUAA shall not be considered a breach of this Agreement. Notwithstanding the foregoing, Bank may not offer without WSUAA's prior consent any financial products using Alumni Trademarks beyond those Financial Service Products that are included in this Program.

7. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("Information") will, to the extent permitted by law, be treated by the parties as

confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement, as mutually agreed in writing, or as otherwise required by law. Bank and WSUAA will be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the Information as confidential in the above described manner and (ii) as required by law or requested by any governmental regulatory authority.

8. INDEMNIFICATION

- (a) WSUAA and Bank each will indemnify and hold harmless the other party, its directors, officers, agents, employees, affiliates, insurers, successors and assigns (the "Indemnitees") from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith ("Losses"), resulting from the material breach of this Agreement by WSUAA or Bank, respectively as the case may be, or its directors, officers or employees. WSUAA will indemnify and hold harmless Bank and its Indemnitees from and against any and all Losses arising from the Trademark license granted herein or from Bank's use of the Trademarks in reliance thereon. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints that may reasonably result in the indemnification by the other party.
- (b) Bank will indemnify and hold harmless WSUAA, its directors, officers, agents, employees, parents, subsidiaries, affiliates, successors and assigns, from and against any causes of action, and the reasonable and actual costs incurred in connection therewith, which arises out of a violation of applicable state or federal law by Bank, its employees, agents or contractors, in which WSUAA is included as a defendant (referred to as a "Claim"). WSUAA shall, within ten (10) business days of receiving notice of the Claim, notify Bank in writing (in the manner provided for in this Agreement) of the Claim. WSUAA agrees (i) not to take any action which may prejudice Bank's defense or increase its liability ("Action") with respect to a Claim without Bank's prior written approval and (ii) that Bank may respond to a Claim as it determines in its sole discretion. If WSUAA takes any Action with respect to a Claim without Bank's written approval or WSUAA fails to notify Bank of a Claim within fifteen (15) business days of receiving the Claim, unless Bank is also a defendant in the Claim, Bank shall be released and discharged from any obligation under this Section 8 to indemnify and hold WSUAA harmless with respect to that Claim.
- (c) WSUAA will indemnify and hold harmless Bank, its directors, officers, agents, employees, parents, subsidiaries, affiliates, successors and assigns, from and against any causes of action, and the reasonable and actual costs incurred in connection therewith, which arises out of a violation of applicable Washington State or federal law by WSUAA, its employees, agents or contractors, in which

Bank is included as a defendant (referred to as a "Claim"). Bank shall, within ten (10) business days of receiving notice of the Claim, notify WSUAA in writing (in the manner provided for in this Agreement) of the Claim. Bank agrees (i) not to take any action which may prejudice WSUAA's defense or increase its liability ("Action") with respect to a Claim without WSUAA's prior written approval and (ii) that WSUAA may respond to a Claim as it determines in its sole discretion. If Bank takes any Action with respect to a Claim without WSUAA's written approval or Bank fails to notify WSUAA of a Claim within fifteen (15) business days of receiving the Claim, unless WSUAA is also a defendant in the Claim, WSUAA shall be released and discharged from any obligation under this Section 8 to indemnify and hold Bank harmless with respect to that Claim.

9. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on September 30, 2012.

10. TERMINATION

- (a) In the event of any material breach of this Agreement by Bank or WSUAA, the other party may terminate this Agreement by giving notice, as provided herein, to the breaching party. This notice will (i) describe the material breach; and (ii) state the party's intention to terminate this Agreement. If the breaching party does not cure or substantially cure such breach within sixty days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement will terminate sixty days after the Cure Period.
- (b) If either Bank or WSUAA becomes insolvent in that its liabilities exceed its assets or it is unable to meet or it has ceased paying its obligations as they generally become due, or it is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.
- (c) Upon the expiration or earlier termination of this Agreement, Bank will, in a manner consistent with Section-10(e) of this Agreement, cease to use the Trademarks. Bank agrees that with respect to the period following the expiration or earlier termination of this Agreement, it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists. However, Bank may conclude all solicitation that is required by law.
- (d) Bank will have the right to prior review and approval of any notice in connection with, relating or referring to the expiration or earlier termination of this Agreement to be communicated by WSUAA or any WSUAA Affiliate to the Members. Such approval will not be unreasonably withheld.

- (e) Upon termination or expiration of this Agreement, Bank shall not be required to remove and WSUAA shall not take any action to cause the removal of WSUAA's design, image, visual representation, identification, trademark, trade dress, service mark, logo or trade name (each, a "Mark") from any person's credit devices, debit cards or other account access devices, checks, statements or records of any Customer prior to (a) the expiration of said Customer's credit devices, debit card or other account access device containing such Mark; and (b) the exhaustion and clearing of such customer's check supply containing such Mark.
- (f) In the event that any material change in any applicable law, statute, operating rule or regulation, or any material change in any operating rule or regulation of VISA, MasterCard or American Express makes the continued performance of this Agreement under the then current terms and conditions unduly burdensome, then Bank will have the right to terminate this Agreement upon ninety days advance written notice. Such written notice will include an explanation and evidence of the burden imposed as a result of such change.
- (g) For a one year period immediately following the expiration or earlier termination of this Agreement for any reason, WSUAA agrees that neither WSUAA nor any WSUAA Affiliate will, by itself or in conjunction with others, directly or indirectly, specifically target only Customers under this Agreement with any offer of a credit or charge card, a credit or charge card related product, or a deposit product or service similar to Financial Service Products. Notwithstanding the foregoing, WSUAA may, after the expiration or earlier termination of this Agreement, offer Customers the opportunity to participate in another credit, charge card, or deposit program endorsed by WSUAA provided the opportunity is not made available only to such Customers but rather as a part of a general solicitation to all Members, and provided further, no such Customers under this Agreement are directly or indirectly identified as a customer of Bank, or offered any terms or incentives different from that offered to all Members.

11. MISCELLANEOUS

- (a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.
- (b) The obligations in Sections 7, 8, 10(c), 10(d) 10(e) and 10(g) will survive the expiration or any earlier termination of this Agreement.
- (c) The failure of any party to exercise any rights under this Agreement will not be deemed a waiver of such right or any other rights.
- (d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.

- (e) If any part of this Agreement will for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability will not affect the remainder of this Agreement which will survive and be construed as if such invalid or unenforceable part had not been contained herein. In the event of a change in any applicable state and/or federal laws that materially prohibits or restricts, or will materially prohibit or restrict WSUAA from complying with its material obligations under this Agreement ("WSUAA Change"), then WSUAA shall not be deemed in breach of this Agreement for its failure to comply with this Agreement as a result of the WSUAA Change and WSUAA or Bank shall have the right to terminate this Agreement upon thirty (30) days prior written notice (exercisable between the thirtieth and sixty first day after the WSUAA Change). In the event of a change in any applicable state and/or federal laws that materially prohibits or restricts, or will materially prohibit or restrict Bank from complying with its material obligations under this Agreement ("Bank Change"), then then Bank shall not be deemed in breach of this Agreement for its failure to comply with this Agreement as a result of the Bank Change and WSUAA or Bank shall have the right to terminate this Agreement upon thirty (30) days prior written notice (exercisable between the thirtieth and sixty first day after the Bank Change). After a WSUAA Change or a Bank Change, both WSUAA and Bank agree to meet during the next thirty (30) days in attempt to modify the Agreement in a manner that avoids a termination of the Agreement.
- (f) All notices relating to this Agreement will be in writing and will be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices will be addressed as follows:

- (1) If to WSUAA:

Washington State University Alumni Association
123 Wilson Road
PO Box 6150
Pullman, WA 99164-6150

ATTENTION: Jud Preece
Senior Associate Director
Fax #: (509) 335-3299

- (2) If to FIA Card Services, N.A.:

FIA Card Services, N. A.
1100 North King Street
Wilmington, Delaware 19884

ATTENTION: Lou Zicarelli
Card Group Sr. Sales Executive
Fax #: (302) 432-0469

(3) Any party may change the address and fax number to which communications are to be sent by giving notice, as provided herein, of such change of address.

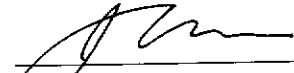
- (g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein. Without the prior written consent of Bank or WSUAA, which will not be unreasonably withheld, WSUAA or Bank may not assign any of its rights or obligations under or arising from this Agreement. Notwithstanding the foregoing, Bank shall have the right, without WSUAA's consent, to assign this Agreement to a corporation or other entity which: (i) is Bank's parent or affiliate; (ii) is a wholly-owned subsidiary of Bank; (iii) is a corporation or other entity of which Bank, Bank's parent or an affiliate of Bank owns at least 50% of the capital stock or ownership interest; (iv) as a result of a consolidation, merger or other reorganization with Bank or Bank's parent, shall own all the capital stock or assets of Bank or Bank's parent; (v) acquires or is acquiring all or substantially all of the assets of Bank or Bank's parent; (vi) as a result of a change of the domicile of Bank or the reincorporation of Bank in another jurisdiction, shall own all or substantially all of the assets of Bank. Bank may utilize the services of any third party in fulfilling its obligations under this Agreement. Certain Financial Service Products or services under this Agreement may be offered through Bank's affiliates.
- (h) Bank and WSUAA are not agents, representatives or employees of each other and neither party will have the power to obligate or bind the other in any manner.
- (i) Nothing expressed or implied in this Agreement is intended or will be construed to confer upon or give any person other than WSUAA and Bank, their successors and assigns, any rights or remedies under or by reason of this Agreement.
- (j) Neither party will be in breach hereunder by reason of its delay in the performance of or failure to perform any of its obligations herein if such delay or failure is caused by strikes or other labor disputes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with governmental laws, rules, regulations, delays in transit or delivery, or any event beyond its reasonable control or without its fault or negligence.
- (k) This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties, by its representative, has executed this Agreement as of the Effective Date.

Washington State University
Alumni Association

FIA Card Services, N.A.

By: 

By: 

Name: Tim Pavish

Name: Joseph A. De Santis

Title: Executive Director

Title: SVP

Date: October 9, 2007

Date: 10/23/07

SCHEDULE A

ROYALTY ARRANGEMENT

During the term of this Agreement, Bank will pay WSUAA a Royalty calculated as follows, for those accounts with active charging privileges. Notwithstanding anything in this Agreement to the contrary, for clarity, no Royalty payments shall be made for any Student Credit Card Accounts. All Royalty payments due hereunder are subject to adjustment by Bank for any prior overpayment of Royalties by Bank:

A. CONSUMER CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new consumer Alumni Credit Card Account opened, which remains open for at least ninety consecutive days and which is utilized by the Customer within the first ninety consecutive days of the consumer Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$5.00 (five dollars) for each Alumni Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each such Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.

B. REWARD CREDIT CARD ACCOUNTS

Reward Credit Card Account Royalty compensation provisions will not affect any other Royalty compensation provisions contained in the Agreement, and the Royalty compensation provisions referencing any other form of Credit Card Accounts will not apply to Reward Credit Card Accounts.

1. \$1.00 (one dollar) for each new Reward Credit Card Account opened by an Alumni Customer ("Alumni Reward Credit Card Account"), which remains open for at least ninety (90) consecutive days and which is utilized by the Customer for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account, or for any Reward GIP Account.

2. \$5.00 (five dollars) for each Alumni Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve months after the opening of the account.

C. EMERGING CREDIT CARD ACCOUNTS

Emerging Credit Card Account Royalty compensation provisions will only apply to Emerging Credit Card Accounts and not to any other Financial Service Product. Except as set forth in this Section C, Emerging Credit Card Accounts are not eligible for any other Royalty compensation provisions contained in the Agreement.

1. \$1.00 (one dollar) for each new Emerging Credit Card Account opened by an Alumni Customer ("Alumni Emerging Credit Card Account"), which remains open for at least ninety consecutive days and which is utilized by the Customer within the first ninety consecutive days of the Alumni Emerging Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$3.00 (three dollars) for each Alumni Emerging Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Alumni Emerging Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Alumni Emerging Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months.

D. WSUAA/ALASKA AIRLINES REWARD CREDIT CARD TEST ACCOUNTS

1. \$1.00 (one dollar) for each new Alumni WSUAA/Alaska Airlines Reward Credit Card Test Account opened by an Alumni Customer ("Alumni WSUAA/Alaska Airlines Reward Credit Card Test Account") via a Bank owned channel, such as direct mail, banking center or event marketing, which remains open for at least ninety (90) consecutive days and which is utilized by the Alumni Customer for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be

paid for any Alumni WSUAA/Alaska Airlines Reward Credit Card Test Account which, after opening, converts to an Alumni Reward Credit Card Account.

2. \$25.00 (twenty-five dollars) for each new Alumni WSUAA/Alaska Airlines Reward Credit Card Test Account opened via WSUAA owned channels such as www.alumni.wsu.edu, which remains open for at least ninety (90) consecutive days and which is utilized by the Alumni Customer for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any WSUAA/Alaska Airlines Reward Credit Card Test Account which, after opening, converts to an Alumni Reward Credit Card Account.
3. \$5.00 (five dollars) for each Alumni WSUAA/Alaska Airlines Reward Credit Card Test Account for which the annual fee is paid by the Alumni Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Alumni WSUAA/Alaska Airlines Reward Credit Card Test Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Alumni WSUAA/Alaska Airlines Reward Credit Card Test Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. An Alumni WSUAA/Alaska Airlines Reward Credit Card Test Account may renew every twelve months after the opening of the account.

E. CONSUMER GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer Gold Reserve Account opened, which is utilized by the Alumni Customer for at least one transaction which is not subsequently rescinded or disputed ("Alumni Gold Reserve Accounts").

F. CONSUMER GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer Gold Option Account opened, which is utilized by the Alumni Customer for at least one transaction which is not subsequently rescinded or disputed ("Alumni Gold Option Accounts").

G. DEPOSIT ACCOUNTS

Deposits Royalty compensation provisions will only apply to deposit accounts and not to any other Financial Service Product. Except as set forth in this Section G, deposit accounts are not eligible for any other Royalty compensation provisions contained in the Agreement. Royalties will not be paid to WSUAA on any existing non-endorsed deposit account that is converted to

the Program. However, Bank, in its sole discretion, may compensate Customers owning such converted accounts in accordance with Section 4 below or otherwise.

1. 0.10% (ten one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.00833330%) of the average deposits in the money market deposit accounts opened under the Program.
2. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average deposits in the certificate of deposit accounts opened under the Program.
3. \$10.00 (ten dollars) for each new checking account opened under the Program which has a positive balance of at least \$50.00 (fifty dollars) as of the ninetieth day from the account opening date. An additional \$5.00 (five dollars) for every checking account opened under the Program that has a positive balance of at least \$50.00 (fifty dollars) on each subsequent anniversary of the account opening date. Payments will be made within forty-five (45) days after the end of each calendar quarter.
4. 0.10 % (ten one-hundredths of one percent) of Net New Purchases (as defined below) paid within forty-five (45) days after the end of each calendar quarter. Customers will also be eligible to participate in Bank's Keep The Change™ savings program and, subject to the rules of such savings program, will receive the Bank's standard savings match under such program.

Net New Purchases equals the sum of debit card purchase transactions on checking deposit accounts opened under the Program minus (i) the sum of returns, credit vouchers and other credit adjustments, (ii) cash-back or cash withdrawals, (iii) purchases resulting from quasi-cash transactions, which are transactions convertible to cash and include the purchase of money orders, travelers checks or cards, foreign currency, cashier's checks, gaming chips and other similar instruments and things of value, (iv) purchases which relate to account funding transactions, including transfers to open or fund deposit, escrow, or brokerage accounts and purchases of stored-value cards (such as gift cards and similar cards), and (v) any account fees or charges.

H. ROYALTY ADVANCES

1. Within forty-five (45) days of the full execution of this Agreement Bank shall pay to WSUAA the sum of five hundred thousand dollars (\$500,000) and upon October 1, 2008, Bank shall pay to WSUAA the sum of four hundred thousand dollars (\$400,00), and upon each of October 1, 2009, and October 1, 2010 Bank shall pay to WSUAA the sum of three hundred thousand dollars (\$300,000) and upon October 1, 2011 Bank shall pay to WSUAA the sum of one hundred thousand dollars (\$100,000) (each, an "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to WSUAA, be

applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to WSUAA as set forth in this Agreement. Notwithstanding the foregoing, (x) Bank shall no longer be obligated to pay any additional Advances to WSUAA hereunder, and (y) WSUAA hereby promises to pay Bank upon demand an amount equal to the difference between the total amount of the Advance(s) paid by Bank and the total amount of accrued Royalties credited by BANK against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (iv) below should occur:

- (i) the Agreement is terminated prior to the end of the initial term as stated in this Agreement as of the Effective Date;
- (ii) WSUAA breaches any of its obligations under this Agreement;
- (iii) Bank is prohibited or otherwise prevented from conducting at least five (5) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (iv) WSUAA fails to provide Bank any of the marketing rights as set forth on Schedule B.

2. If during any given year(s) during the initial term of this Agreement Bank recoups all prior Advances paid by it to WSUAA in prior years, and pays WSUAA Royalties accrued by WSUAA over and above the Royalties used by Bank to recoup such prior Advances (the "Paid Out Royalties"), then Bank may reduce the amount of any subsequent Advance(s) due by the amount of any such Paid Out Royalties.

I . ROYALTY GUARANTEE

WSUAA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than one million six hundred thousand dollars (\$1,600,000) (the "Guarantee Amount") by the end of the full initial term of the Agreement, subject to the provisions set forth below. If, on the last day of the full initial term of this Agreement, WSUAA has not accrued \$1,600,000 in Royalties, Bank will pay WSUAA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by WSUAA during the initial term of this Agreement and all unrecouped Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of Bank hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection H.1., above.

Provided that no credit card, charge card, debit card or other product similar to any Financial Service Product (excluding the WSU Student Card, as defined below) bears, or uses in its marketing materials, the Washington State University Trademark or any other

WSU intellectual property or trademark and that no other intellectual property asset owned by WSU is offered for use to any entity other than Bank during the full initial term of the Agreement, the Guarantee Amount shall be increased by an additional one hundred thousand (\$100,000). "WSU Student Card" means WSU's existing Cougar Card / Student ID with US Bank, which cannot contain a credit feature or participate in any network that could permit such card to be used at any merchant location (e.g., Visa, MasterCard, American Express or Discover).

J. ACCOUNT BONUS

During each Contract Year of the Agreement, beginning in 2007, Bank shall pay WSUAA, as additional Royalty compensation (each an "Account Bonus"), when the number of new Alumni Credit Card Accounts opened in that Contract Year reaches the following thresholds:

NUMBER OF NEW ACCOUNTS OPENED	ACCOUNT BONUS
1,500-1749	\$25,000
1,750-1,999	\$35,000
2,000 or more	\$50,000

Each Alumni Credit Card Account must remain open for at least ninety consecutive days and be utilized by the Customer within the first ninety consecutive days of the new Alumni Credit Card Account's opening to qualify for such Account Bonus. WSUAA shall only be eligible to receive a maximum Account Bonus of fifty thousand dollars (\$50,000) pursuant to this Section J, in any given Contract Year. Notwithstanding the foregoing, any Account Bonus and any obligation of Bank hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection H.1, above.

SCHEDULE B

BANK MARKETING RIGHTS

WSUAA will make its best effort to provide the following to BANK at no cost:

- (a) Inclusion of the Program in mutually agreed to WSUAA marketing materials
- (b) Inclusion of the Program in WSUAA membership advertisements in *Washington State Magazine* two times per 12 months.
- (c) Develop a Program-specific advertisement in *Washington State Magazine*
- (d) Conspicuous placement of Bank's card image imbedded with a link to a credit card application on the homepage of WSUAA's website
- (e) Include the card image and link in new html bi-weekly email, *CougNews*, to at least 50,000 email addresses, a minimum of twelve times per year.
- (f) Placement of Program materials at all mutually agreed upon strategic WSUAA sponsored events, including, but not limited to, football pre-game rallies, President events, and commencement receptions.
- (g) Top page listing on WSUAA benefits and value-rich benefits page
- (h) Inclusion as one of the "Official Partners" to WSUAA's new "Cougar Business Network" directory if program is launched during the term of this Agreement. No other similar financial services business will be included other than Bank.
- (i) Inclusion of Program in WSUAA member benefits materials sent to new/annual members and to once a year mailings to life members.

Schedule D



July 6, 2007

Timothy Pavish
Executive Director
Washington State University Alumni Association
One South East Stadium Way
Pullman, Washington 99164

Steve Jarvis
Vice President, Sales and Customer Experience
Alaska Airlines, Inc.
19300 International Boulevard
Seattle, Washington 98188

Dear Sirs,

We have drafted this letter agreement (the "Letter Agreement") to set forth the terms of the relationship among FIA Card Services, N.A. ("FIA"), the Washington State University Alumni Association ("WSUAA"), and Alaska Airlines, Inc. ("Alaska") (collectively the "Parties") to develop and test offer a WSUAA/AA reward credit card product.

In consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. FIA agrees to test an offer for a WSUAA/Alaska reward credit card product (the "Reward Product Test").
2. WSUAA will provide a list of members to FIA, subject to applicable law, to serve as test populations for the Reward Product Test.
4. The Reward Product Test will measure response and conversion rates, account activation, card usage, retail spend volumes, delinquent and credit losses against the same measures in FIA's current WorldPoints™ rewards program.
5. During the Reward Product Test, aggregate customer data ("Aggregate Data") will be shared between FIA, Alaska and WSUAA. Aggregate Data will include the following: the number of new WSUAA/Alaska accounts open, loans, average balances, marketing results including NCR, approval rate and response rate. Except as provided in this Letter Agreement, customers' personal information will not be shared between or among the parties.
6. FIA reserves the right, in its sole discretion, to make periodic changes and/or adjustments to the Reward Product Test, provided, however, that all rewards cards that are opened in connection with the Reward Product Test shall remain active until deactivated or closed pursuant to the applicable cardholder agreement.

7. Based on the Reward Product Test results, FIA, Alaska and WSUAA will discuss and mutually agree upon how to proceed with any further offers.
8. FIA reserves the right to continue to market the WorldPoints™ credit card to the WSUAA mailing list while test results mature.
9. WSUAA and Alaska consent to FIA's limited, non-exclusive, revocable (to the extent of future usage) use of their respective trademarks pursuant to the schedules attached hereto. Notwithstanding the foregoing, FIA will be able to complete any solicitation as required by law and WSUAA and/or Alaska will allow FIA to continue to use the identification and trademarks on, and will not attempt to cause the removal of identification or trademarks from, any person's credit devices, checks or records of any customer existing as of the effective date of expiration or earlier termination of this Letter Agreement until their normally scheduled reissue.
10. Subject to the exclusions set forth below, FIA and WSUAA agree to handle any information exchanged in connection with this Letter Agreement in accordance with the Section 7 of the Washington State University Alumni Association Amended and Restated Agreement dated as of April 1, 2007 (the "Agreement"). Each party hereto acknowledges that since credit card accounts created as a result of the Reward Product Test will become Alaska credit card accounts, customer data and other information with respect to those credit card accounts and the results of the Reward Product Test and other information will be shared with Alaska and that such application and customer data, and any credit card account data obtained by FIA or Alaska hereunder becomes part of such party's own files and shall not be subject to the Agreement or this Letter Agreement (but information obtained by Alaska will be subject to all the requirements of the Amended and Restated Alaska Airlines Affinity Card Agreement dated as of July 24, 2006, as amended).
11. The Parties hereto agree not to disclose the existence of this Letter Agreement, the structure or results of the Reward Product Test, or any of its terms to any third party, except for any agents and representatives of the parties who (i) need access to such information to enable the party to comply with law or to perform under this Agreement and (ii) agree to be bound by the terms of this paragraph of the Letter Agreement.
12. This Letter Agreement will be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and will be deemed for all purposes to be made and fully performed in Delaware. FIA may utilize the services of any third party in fulfilling its obligations under this Agreement. FIA, WSUAA and Alaska are not agents, representatives or employees of each other and neither party shall have the power to obligate or bind the other in any manner. Nothing expressed or implied in this Letter Agreement is intended or will be construed to confer upon or give any person other than FIA, WSUAA and Alaska, their successors and assigns, any rights or remedies under or by reason of this Letter Agreement. This Letter Agreement will not be assigned without the prior written approval of the other parties unless such assignment is concurrent with the assignment of the Affinity Agreement. FIA reserves the right to cancel this Letter Agreement, at any time, if FIA determines in good faith that its performance of this Letter Agreement is a violation of any applicable law, rule or regulation.

Please have an authorized representative sign below to indicate WSUAA's and Alaska's agreement to the terms of this Letter Agreement as of the date indicated above.

Sincerely,

Mark Lovell
Vice President

AGREED AND ACCEPTED BY:

Washington State University
Alumni Association

By: 

Name: BRADEN W. PREECE

Title: EX. ASSOC. PRESIDENT

Date: 7/30/07

AGREED AND ACCEPTED BY:

Alaska Airlines, Inc.

By: 

Name: STEVE JARIUS

Title: VP SALES + CUSTOMER SERVICES

Date: 7/6/07

AGREED AND ACCEPTED BY:

FIA Card Services, N.A.

By: 

Name: JAMES R. SOLO

Title: SUP

Date: 7-26-07

Schedule A

Consent to the Use of Trademarks

Washington State University Alumni Association (WSUAA) hereby grants to Alaska Airlines, Inc. (AA) and FIA Card Services, N.A. (FIA) a limited, non-exclusive license to use their Trademarks solely in conjunction with the Reward Product Test, as such term is defined in the Letter Agreement among FIA, WSUAA and AA dated July 6, 2007.

"Trademark" means the logo, service mark, and or trademark attached hereto or any successor mark used or acquired by WSUAA during the term of this Consent.

This license shall remain in effect for the duration of the Reward Product Test and shall apply to the WSUAA Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. Nothing stated in this Consent prohibits WSUAA from granting to other persons a license to use their Trademark in conjunction with the providing of any other service or product.

Washington State University Alumni Association

By: 

Title:

Schedule B

Consent to the Use of Trademarks


Alaska Airlines, Inc. (Alaska) hereby grants to Washington State University Alumni Association (WSUAA) and FIA Card Services, N.A. a limited, non-exclusive license to use their Trademarks solely in conjunction with the Reward Product Test, as such term is defined in the Letter Agreement among FIA, WSUAA and Alaska dated April __, 2007. FIA must obtain Alaska's prior written approval before using a Trademark for any use outside the scope identified here.

"Trademark" means the logo, service mark, and or trademark attached hereto or any successor mark used or acquired by AA during the term of this Consent.

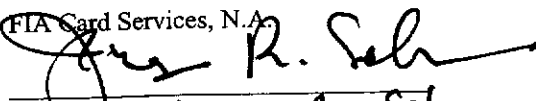
This license shall remain in effect for the duration of the Reward Product Test and shall apply to the Alaska Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. Nothing stated in this Consent prohibits Alaska from granting to other persons a license to use their Trademark in conjunction with the providing of any other service or product. Upon termination of the Reward Product Test, FIA shall discontinue all use and representation of Alaska's Trademarks under the Letter Agreement.

Use of Alaska's Trademarks by FIA will in no way create any right, title, or interest in or to the Trademark in favor of FIA. Further, Alaska represents and warrants, and FIA acknowledges, Alaska's exclusive right, title, and interest in and to the Trademarks and FIA will take no action to challenge Alaska's right, title, and interest thereto.

Alaska Airlines, Inc.


By: Steve Jones
Title: VP SALES & CUSTOMER EXPERIENCE
7/6/07

FIA Card Services, N.A.


By: James R. Sobo
Title: SVP

**DEPOSIT PROGRAM ADDENDUM
TO THE WASHINGTON STATE UNIVERSITY ALUMNI ASSOCIATION
AMENDED AND RESTATED AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of the 9th day of January, 2008 (the "Addendum Effective Date"), by and between Washington State University Alumni Association ("WSUAA") and FIA CARD SERVICES, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, WSUAA and Bank are parties to that certain Amended and Restated Affinity Agreement dated as of October 1, 2007, as the same may have been amended (the "Agreement") wherein Bank provides certain Financial Service Products to persons included in lists provided to Bank by or on behalf of WSUAA; and,

WHEREAS, WSUAA and Bank mutually desire to amend the Agreement as contained herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, WSUAA and Bank agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms not otherwise defined in this Addendum shall have the meanings assigned to them in the Agreement.
2. Section G.4. of Schedule A is hereby deleted in its entirety and replaced with the following:

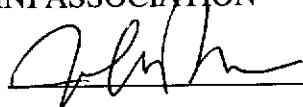
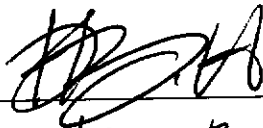
"G.4. Customers will be eligible to participate in Bank's Keep The Change™ savings program. Subject to the rules of such savings program, and following the initial three month promotional period under such savings program, Bank or its affiliate will match an additional 10% of the Customer's Keep the Change transfers over the Bank's standard savings match for the period of time that the Customer's participating Deposit Accounts are under the Program."

3. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum.
4. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

IN WITNESS WHEREOF, each party hereto, by its representative, has executed this Addendum as of the Addendum Effective Date, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

WASHINGTON STATE UNIVERSITY
ALUMNI ASSOCIATION

FIA CARD SERVICES, N.A.

By: <u></u>	By: <u></u>
Name: <u>Judson W. Preece</u>	Name: <u>DAVID B. SMITH</u>
Title: <u>SR ASSOC. DIRECTOR</u>	Title: <u>SVP</u>
Date: <u>1/09/08</u>	Date: <u>1.31.08</u>