

**CLEMSON ALUMNI ASSOCIATION AMENDED AND RESTATED
AFFINITY AGREEMENT**

This Agreement is entered into as of this 30th day of June, 2005, (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("MBNA America") and CLEMSON UNIVERSITY FOUNDATION, INC., doing business as CLEMSON ALUMNI ASSOCIATION, a South Carolina eleemosynary corporation, having its principal place of business in Clemson, South Carolina ("Alumni Association"), for themselves, and their respective successors and assigns.

WHEREAS, Alumni Association and MBNA America are parties to an affinity agreement dated May 26, 1995, as the same was amended by addenda dated September 30, 1999, May 24, 2001, and November 18, 2003 (the "Affinity Agreement");

WHEREAS, Alumni Association and MBNA America are parties to an agreement dated ~~September 30, 1999~~, as the same was amended by letter dated December 9, 1999 (the "Special Incentive Program Agreement" and together with the Affinity Agreement, the "Original Agreement"); and

WHEREAS, Alumni Association and MBNA America mutually desire to amend and restate the Original Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Alumni Association and MBNA America agree as follows:

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A and B, and Attachments 1 through 3.
- (b) "Alumni Association Affiliate" means any entity controlling, controlled by or under common control with the Alumni Association.
- (c) "Alumni Association Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by Alumni Association or any Alumni Association Affiliate during the term of this Agreement.
- (d) "Credit Card Account" means a credit card account opened in response to marketing efforts made pursuant to the Program. A "Student Credit Card Account" is a Credit Card Account opened through an application coded by MBNA America as a student application. An "Alumni Credit Card Account" is a Credit Card Account opened through an application coded by MBNA America as an alumni application.

- (e) "Customer" means any Member who is a participant in the Program.
- (f) "Financial Service Product" means any credit card program, charge card program, debit card program, installment loan program, revolving loan program, money market deposit program, certificate of deposit program, and travel and entertainment card program. This definition shall not include: (i) the college savings program between Alumni Association and College Savings Bank (i.e., the Montana Savings Plan); (ii) the travel and entertainment card program with Citibank (i.e., Diners Club); and (iii) the Clemson University purchasing card program with Bank of America, each as is currently structured and delineated as of the date of this Agreement and as hereinafter amended as therein provided.
- (g) "Gold Option Account" means a GoldOption® (as such service mark may be changed by MBNA America, 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.
- (h) "Gold Reserve Account" means a GoldReserve® (as such service mark may be changed by MBNA America, 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.
- (i) "Mailing List" means an updated and current list and/or magnetic tape (in a format designated by MBNA America) containing non-duplicate names, with corresponding valid postal addresses and, when available, telephone numbers (including area codes) of all Members who are at least eighteen (18) years of age, segmented by zip codes or reasonably selected membership characteristics.
- (j) "Member" means: (i) an undergraduate or graduate student of Clemson University (each a "Student Member"); and (ii), alumni of Clemson University, a member of the Alumni Association, friends, faculty and staff of the University, fans, season ticket holders, donors and contributors of any University athletic team or athletic department, IPTAY members, and/or other potential participants mutually agreed to by Alumni Association and MBNA America (each an "Alumni Member").
- (k) "Reward Credit Card Account" means a consumer Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program. "Alumni Reward Credit Card Account" means an Alumni Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program. A "Student Reward Credit Card Account" means a Student Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program.
- (l) "Reward Enhancement" means the loyalty reward consumer Credit Card Account enhancement as provided through MBNA America 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 MBNA America from time to time, in its sole discretion.

(m) "Reward SIP Account" means a consumer Reward Credit Card Account opened pursuant to a SIP in which Alumni Association complies with the SIP provisions of the Agreement.

(n) "Program" means those programs and services of the Financial Service Products MBNA America agrees to offer pursuant to this Agreement to the Members from time to time.

(o) "Royalties" means the compensation set forth in Schedule A.

(p) "Special Incentive Program" or "SIP" means any marketing or other program whereby Alumni Association conducts and funds solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a SIP.

(q) "SIP Account" means a consumer Credit Card Account opened pursuant to a SIP in which Alumni Association complies with the SIP provisions of this Agreement. An "Alumni SIP Account" means an Alumni Credit Card Account opened pursuant to a SIP in which Alumni Association complies with the SIP provisions of this Agreement. A "Student SIP Account" means a Student Credit Card Account opened pursuant to a SIP in which Alumni Association complies with the SIP provisions of this Agreement.

(r) "Trademarks" means the Alumni Association Trademarks and the University Trademarks.

(s) "University" means Clemson University and any office or department of, or affiliated or associated with, Clemson University, including but not limited to, the athletic department and the office of student affairs of Clemson University.

(t) "University Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by the University during the term of this Agreement.

2. RIGHTS AND RESPONSIBILITIES OF THE ALUMNI ASSOCIATION

(a) The Alumni Association agrees that during the term of this Agreement it shall, and it shall cause the University to endorse the Program exclusively and that Alumni Association, any Alumni Association Affiliate and the University shall not, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America; (ii) license or allow others to license or use the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and (iii) sell, rent or otherwise make available or allow

others to sell, rent or otherwise make available, in relation to or for promoting any Financial Service Products of any entity other than MBNA America, any of its mailing lists or information about any current or potential Members. Notwithstanding anything else in this Agreement to the contrary, Alumni Association may accept advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by Alumni Association of said financial institution or advertising for a Financial Service Product.

(b) Alumni Association agrees to provide MBNA America with such information and assistance as may be reasonably requested by MBNA America in connection with the Program.

X (c) Alumni Association authorizes MBNA America to solicit Members by mail, direct promotion, internet, advertisements and/or telephone for participation in the Program. Without the prior consent of Alumni Association, which shall not be unreasonably withheld or delayed, MBNA America will not solicit Members for the Program by direct mail campaigns more than six (6) times during each consecutive twelve month period during the term of the Agreement.

(d) Alumni Association shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain a Trademark; such approval shall not be unreasonably withheld or delayed. With respect to MBNA America's use of University Trademarks, Alumni Association agrees to obtain the requisite approval from the Universities' Director of Licensing. MBNA America acknowledges that Alumni Association's right to license the University Trademarks to MBNA America is subject to Alumni Association receiving approval from the University Licensing Director. Alumni Association's approval of the materials which bear a University Trademark shall be deemed conclusive evidence that Alumni Association has obtained the approval of the University Licensing Director. No reasonable request will be denied and all requests shall be handled in a timely manner. MBNA America 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 MBNA America's judgment for the solicitation of Credit Card Account applications, of which will be royalty-bearing. Alumni Association shall have final approval of the use and appearance of the Trademarks used on such materials, but hereby grants MBNA America the right to use such approved materials at MBNA America's discretion. In the event that MBNA America incurs a cost because of a change in the Trademarks (e.g., the cost of reissuing new credit cards), MBNA America may deduct such costs from Royalties due Alumni Association. In the event such costs exceed Royalties then due Alumni Association, Alumni Association shall promptly reimburse MBNA America for all such costs.

(e) Within thirty (30) days following the request of MBNA America, Alumni Association shall provide MBNA America with the Mailing List free of any charge; provided, however, that Alumni Association shall not include in any Mailing List the name and/or related information regarding any person who has expressly requested that

Alumni Association not provide his/her personal information to third parties. In the event that MBNA America incurs a cost because of a charge assessed by Alumni Association or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due Alumni Association. Alumni Association shall provide the first Mailing List, containing at least One Hundred Ten Thousand (110,000) non duplicate names with all corresponding information, as soon as possible but no later than thirty (30) days after Alumni Association's execution of this Agreement.

(f) Alumni Association shall, and shall cause any Alumni Association Affiliate to, only provide information to or otherwise communicate with Members or potential Members about the Program with MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to Alumni Association. Notwithstanding the above, Alumni Association 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 MBNA America to Alumni Association. Any correspondence received by Alumni Association that is intended for MBNA America (e.g., applications, payments, billing inquiries, etc.) shall be forwarded to the MBNA America account executive via overnight courier within 24 hours of receipt. All charges incurred for this service will be paid by MBNA America.

(g) Alumni Association hereby grants MBNA America and its affiliates a limited, exclusive license to use the Trademarks, as approved pursuant to Section 2(d) solely in conjunction with the Program, including the promotion thereof. This license shall be transferred upon assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. Alumni Association shall provide MBNA America all Trademark production materials (e.g., camera ready art) required by MBNA America for the Program, as soon as possible but no later than thirty (30) days after Alumni Association's execution of this Agreement. Nothing stated in this Agreement prohibits Alumni Association from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.

(h) During the term of this Agreement, Alumni Association, at its sole cost and expense, shall investigate providing Customers with benefits and services as suggested in Attachment #3, in accordance with the terms and conditions contained therein.

(i) Alumni Association shall permit MBNA America to advertise the Program on its home page and at other prominent locations within the internet site(s) of Alumni Association. MBNA America may establish a "hot-link" from such advertisements to another internet site to enable a person to apply for a Credit Card Account. Any Credit Card Accounts generated pursuant to such a "hot-link" shall entitle Alumni Association to the SIP compensation set forth in Schedule A, subject to the other terms and conditions of this Agreement. Alumni Association shall modify or remove such advertisements

within twenty-four (24) hours of MBNA America's request. Alumni Association shall provide MBNA America with the ability to access any and all pages within the Alumni Association internet site(s), including without limitation any "members only" or other restricted access pages.

3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

- (a) MBNA America shall design, develop and administer the Program for the Members.
 - (b) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America 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 Alumni Association.
 - (c) MBNA America shall bear all costs of producing and mailing materials for the Program.
 - (d) MBNA America shall make all credit decisions and shall bear all credit risks with respect to each Customer's account(s) independently of Alumni Association.
 - (e) MBNA America shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those entities handling these Mailing Lists to use them for any other purpose. MBNA America shall have the sole right to designate Members on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and shall remain the sole property of Alumni Association. However, MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files and shall not be subject to this Agreement; provided however that MBNA America will not use this separate information in a manner that would imply an endorsement by Alumni Association.
- X Upon the request of Alumni Association, but not more than once each calendar year, MBNA America shall provide its annual direct solicitation schedule for the Program to Alumni Association. In addition, MBNA America will use its commercially reasonable efforts to notify Alumni Association at least one week prior to conducting any direct solicitation for the Program.

4. REPRESENTATIONS AND WARRANTIES

- (a) Alumni Association and MBNA America 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.

(b) Alumni Association represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that it has the right and power to license the Alumni Association Trademarks and to sublicense the University Trademarks to MBNA America for use as contemplated by this Agreement, and to provide the Mailing List(s) to MBNA America for the promotion of the Program. Alumni Association further represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that there is no entity or organization (including the University or any organization associated with the University) that can use, license or sub-license the University Trademarks in connection with any Financial Service Products, that has access to the Mailing List in connection with any Financial Service Products or that can grant marketing access to any University event (including, but not limited to, University athletic events) in connection with any Financial Service Products.

5. ROYALTIES

(a) During the term of this Agreement, MBNA America shall pay Royalties to Alumni Association. Royalties will not be paid without a completed Schedule B (W-9 Form and EFT Form). Except as otherwise provided in Schedule A, payment of Royalties then due shall be made approximately forty-five (45) days after the end of each calendar quarter.

(b) On or before the forty fifth (45th) day after the end of each calendar quarter during the term of this Agreement, MBNA America will provide Alumni Association with a statement showing the number of consumer Credit Card Accounts opened, the number of consumer Credit Card Accounts renewed and the retail purchase transaction dollar volume and cash advance and cash equivalent dollar volume (excluding those transactions that relate to refunds, returns and unauthorized transactions), made during the preceding calendar quarter on consumer Credit Card Accounts.

(c) If during the term of this Agreement Alumni Association is unable or fails to fulfill its obligations under Attachment #3 of this Agreement, MBNA America may, in

addition to any other right or remedy it has under this Agreement, utilize any Royalties accrued by Alumni Association during the term of this Agreement and otherwise payable to Alumni Association to perform some or all of Alumni Association's obligations set forth in Attachment #3, as appropriate, or to provide the Customers with a benefit similar in quality and value to the benefits set forth in Attachment #3.

6. CROSS INDEMNIFICATION

Alumni Association and MBNA America 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 Alumni Association or MBNA America, respectively as the case may be, or its directors, officers or employees. Alumni Association will hold MBNA America, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse MBNA America's reasonable and actual costs in connection therewith (including attorneys' fees), arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon, or from the use of any Mailing List(s) by MBNA America for the promotion of the Program. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such license or the use of any Trademarks.

7. PROGRAM ADJUSTMENTS

MBNA America reserves the right to make periodic adjustments to the Program and its terms and features. In addition, Customers may be offered opportunities to select credit protection as a benefit under the Program and other services.

8. 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") are 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 or as mutually agreed in writing. MBNA America and Alumni Association shall 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 provided that Alumni Association immediately notifies MBNA America of the existence, terms and circumstances surrounding such request, consults with MBNA America on the advisability of taking legally available steps to resist or narrow such request, and if disclosure of such Information is required or

deemed advisable, exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Information to be disclosed which MBNA America designates

9. TERM OF AGREEMENT

(a) The initial term of this Agreement will begin on the Effective Date and end on May 31, 2010. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable.

X (b) Notwithstanding anything to the contrary in Section 9(a) above, if Alumni Association notifies MBNA America in writing by December 1, 2009 of its desire to extend the term of the Agreement until May 31, 2012 the term will be extended until May 31, 2012, then MBNA America will pay to Alumni Association the additional Advance amounts described in Schedule A, Section G, in accordance with the provisions of Schedule A, Section G of this Agreement.

10. STATE LAW GOVERNING AGREEMENT

(a) This Agreement shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

X (b) Any material dispute or controversy arising under, out of, in connections with, or in relation to this Agreement, and any amendments thereto, or the material breach thereof, shall, upon notice from one party to the other, be determined and settled by arbitration to be held in Greenville, South Carolina. Such arbitration shall be conducted in accordance with the commercial rules of the America Arbitration Association. Any award rendered therein shall be binding upon the parties hereto and shall be entered thereon in the Circuit Court of the State of South Carolina for the County of Pickens, and in the Court of Chancery of the State of Delaware (New Castle County), or in any state of the entity or MBNA America affiliate to whom MBNA America may assign this Agreement. Each party shall bear its own cost of arbitration. With respect to a given dispute submitted to arbitration: (i) each party shall select an arbitrator, and the two arbitrators shall promptly select a third arbitrator. Successors to any arbitrator shall be selected by the party or persons who selected the predecessor arbitrator, or such party's or person's respective successor(s); (ii) the arbitrators shall be required to follow such federal and Delaware laws, statutes, and regulations as are relevant to resolving such dispute; (iii) the arbitrators' decision shall be in the form of a written opinion on the law and facts; and (iv) the arbitrators' decisions shall be subject to judicial review in any court of competent jurisdiction, including the above referenced courts. This Section 10(b) is not and may not be construed as an admission by either party that it is otherwise subject to the jurisdiction of any court in South Carolina or Delaware.

11. TERMINATION

(a) In the event of any material breach of this Agreement by MBNA America or Alumni Association, the other party may terminate this Agreement by giving notice, as provided herein, to the breaching party. This notice shall (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 (60) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement shall terminate sixty (60) days after the Cure Period.

(b) If either MBNA America or Alumni Association 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 termination of this Agreement, MBNA America shall, in a manner consistent with Section 11(d) of this Agreement, cease to use the Trademarks. MBNA America agrees that upon such termination it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Agreement. However, MBNA America may conclude all solicitation that is required by law.

(d) MBNA America shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement to be communicated by Alumni Association or any Alumni Association Affiliate to the Members. Such approval shall not be unreasonably withheld. Upon termination of this Agreement, Alumni Association shall not attempt to cause the removal of Alumni Association's identification or Trademarks from any person's credit devices, checks or records of any Customer existing as of the effective date of termination of this Agreement.

(e) 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 MBNA America shall have the right to terminate this Agreement upon ninety (90) days advance written notice. Such written notice shall include an explanation and evidence of the burden imposed as a result of such change.

(f) For a one (1) year period following the termination of this Agreement for any reason, Alumni Association agrees that neither Alumni Association nor any Alumni Association Affiliate shall, by itself or in conjunction with others, directly or indirectly, specifically target any offer of a credit or charge card, or a credit or charge card related product to persons who were Customers. Notwithstanding the foregoing, Alumni Association may, after termination of this Agreement, offer persons who were Customers

the opportunity to participate in another credit or charge card program endorsed by Alumni Association provided the opportunity is not only made available to such persons but rather as a part of a general solicitation to all Members and provided further no such persons are directly or indirectly identified as a customer of MBNA America, or offered any terms or incentives different from that offered to all Members.

12. SPECIAL INCENTIVE PROGRAM

- X (a) From time to time, MBNA America and Alumni Association may agree in writing that certain marketing campaigns that include the marketing initiatives described on Attachment #2 will constitute the Special Incentive Program.
- (b) MBNA America shall design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by Alumni Association pursuant to any SIP. In that regard, Alumni Association shall give MBNA America sixty (60) days prior notice of its desire to engage in marketing efforts regarding the Program itself, specifying that accounts generated from such efforts will entitle Alumni Association to the Royalty specified in Schedule A, subject to the other terms and conditions of this Agreement.
- (c) All marketing materials generated as a result of such SIP programs shall be coded by Alumni Association as instructed by MBNA America for tracking purposes. Marketing materials or telemarketing inquiries from Members which, in either case, do not contain or reference such coding shall not be considered eligible for any of the SIP Royalty as set forth in Schedule A.
- (d) In addition to all other rights it may have under this Agreement, MBNA America shall have the right of prior approval of all advertising and solicitation materials distributed by Alumni Association pursuant to any SIP. MBNA America shall have approval and control of the scope, timing, content and continuation of any SIP.
- (e) All costs incurred by MBNA America in producing and mailing materials created pursuant to any SIP or of supporting the marketing efforts of Alumni Association pursuant to any SIP shall be deducted from any or all Royalty payments due Alumni Association under this Agreement.
- (f) Alumni Association shall comply with MBNA America's instructions and all applicable laws, including, without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, with regard to any SIP.

13. CUSTOMER LIST

(a) Each year during the term of the Agreement (provided that notice of a party's intention to termination the Agreement has not been given), MBNA America shall provide Alumni Association with a list of information (*e.g.*, names and addresses) about Customers as may be mutually agreed upon by the parties (hereinafter the "Customer List"). When used in this Agreement, the term "Customer List" includes any whole or partial copies or compilations of a Customer List in any form or any medium, any information derived solely from a Customer List, and all Customer Information, as hereinafter defined. Notwithstanding any provision of the Agreement, MBNA America shall not provide any Customer List or Customer Information otherwise required to be provided by it to Alumni Association, and may restrict any use by Alumni Association of any Customer List or Customer Information which is provided by MBNA America to Alumni Association, if MBNA America is prohibited from disclosing the same or permitting such use because of any law, regulation, bankwide privacy policy, public privacy pledge, court order, rule, consent decree, or individual present or former Customer request, or if the provision of such information or its intended use would create an additional regulatory compliance burden on MBNA America.

(b) Alumni Association shall return to MBNA America each Customer List, in the same form as received by Alumni Association within thirty (30) days of receipt of such Customer List. On or before the effective date of termination of the Agreement, Alumni Association agrees that it shall: (i) immediately destroy and purge from all its systems all information within each Customer List to the extent that such information in any way relates to MBNA America, the Program or Credit Card Accounts ("Customer Information"); and (ii) return or destroy within thirty (30) days all Customer Information that is in tangible form, including any and all full or partial copies, or reproductions thereof in any medium whatsoever. All destruction of Customer Lists shall be done in strict accordance with MBNA America's then current destruction policy.

(c) Any Customer List provided to Alumni Association may contain "dummy" information (*e.g.*, names, account information, addresses, *etc.*) so that unauthorized use of a Customer List may be determined. This information will be unknown to Alumni Association. A violation of this Section is conclusively proven and the damages named hereinafter shall be deemed owed when MBNA America establishes the following:

- (i) that MBNA America placed "dummy" information on the list (*e.g.*, name(s), account information, address (es), *etc.*);
- (ii) that the "dummy" information received any mailings which were sent or generated outside the scope of the permitted use of the Customer List; and
- (iii) that identical "dummy" information was not provided by MBNA America or its affiliates to any third party.

(d) All Customer Lists are (i) confidential and proprietary and (ii) shall remain the sole property of MBNA America. Alumni Association expressly acknowledges and agrees that Alumni Association has no property right or interest whatsoever in any

Customer List. Alumni Association shall hold all Customer Lists in strict and absolute confidence and shall not provide, trade, give away, barter, lend, send, sell or otherwise disclose (collectively "transfer") any Customer List and shall not make any copies of a Customer List of any type whatsoever except as expressly approved in a separate writing by MBNA America. At all times Alumni Association shall keep in confidence and trust all Customer Lists. Alumni Association further agrees that it shall not transfer any Customer List to any other organization or individual under any circumstances, and Alumni Association specifically but not by way of limitation agrees that no subcontractors and/or affiliates shall be transferred any Customer List unless agreed to in writing by MBNA America prior to any such transfer. (This paragraph would prohibit, by means of example only, transferring any list of MBNA America cardholders to any financial institution during the term of the Agreement or after the termination of the Agreement.)

(e) Alumni Association shall have no authority to use the Customer List for any purpose not expressly permitted by MBNA America in a separate writing. Alumni Association shall comply with any reasonable request of MBNA America with respect to security precautions to maintain the security of the Customer List. Alumni Association agrees to secure and safeguard the Customer List in strict accordance with the requirements of this Section and MBNA America's instructions, as communicated by MBNA America to Alumni Association from time to time. Alumni Association shall only permit access to the Customer List to those employees, volunteers, agents and/or representatives of Alumni Association who need such access to perform their duties for Alumni Association. In view of the confidential nature of the Customer List, Alumni Association warrants that Alumni Association and all its employees, volunteers, agents and/or representatives who work with any Customer List shall be made aware of the obligations contained in this Section and shall be under strict legal obligation not to copy any Customer List, transfer any Customer List or make any other use of any Customer List other than as specifically approved by this Section.

(f) Because the nature of the Customer List makes an evaluation of damages after a violation of this Section impossible, then in the event that any Customer List is handled or used in a fashion that violates this Section by Alumni Association or its employees, volunteers, agents, and/or representatives, MBNA America will be entitled to damages of twenty dollars (\$20.00) for each use of each category of information (*e.g.*, names, addresses, *etc.*) used in violation of this Section, with the amount of damages not to exceed one hundred fifty thousand dollars (\$150,000.00) per breach. In addition, Alumni Association agrees that MBNA America shall be entitled to injunctive relief to prevent violation or further violation by Alumni Association and/or its employees, volunteers, agents or representatives of this Section, and consents to submit to jurisdiction of the courts of the State of Delaware and of the United States of America located in the State of Delaware for any actions, suits or proceedings arising out of or related to this Section or the Agreement. Nothing herein shall be construed as prohibiting MBNA America from pursuing any other remedy on account of such breach or threatened breach.

(g) In the event Alumni Association receives a request to disclose a Customer List pursuant to a subpoena, order of court of competent jurisdiction or by judicial or administrative agency or legislative body or committee, Alumni Association agrees to: (i) immediately notify MBNA America of the existence, terms and circumstances surrounding such request; (ii) consult with MBNA America on the advisability of taking legally available steps to resist or narrow such request; and (iii) if disclosure of such Customer List is required or deemed advisable, exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Customer List to be disclosed which MBNA America designates.

14. 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 5(c), 6, 8, 11(c), 11(d), 11(f) and 13 (except MBNA America's obligation to provide Alumni Association with a Customer List) shall survive any termination of this Agreement.

(c) The failure of any party to exercise any rights under this Agreement shall 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 shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.

(f) All notices relating to this Agreement shall be in writing and shall be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

(1) If to Alumni Association:

CLEMSON ALUMNI ASSOCIATION
Alumni Center
109 Daniel Drive
Clemson, South Carolina 29631-3006

ATTENTION: Mr. Neill Cameron,
Vice President for Advancement

Fax #: (864) 656-0713

(2) If to MBNA America:

MBNA AMERICA BANK, N. A.
1100 North King Street
Wilmington, Delaware 19884

ATTENTION: Director of National Sales

Fax #: (302) 432-1249

Any party may change the address 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. MBNA America 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 MBNA America's affiliates. For example, business credit card accounts are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

(h) MBNA America and Alumni Association 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 except as otherwise expressly provided by this Agreement.

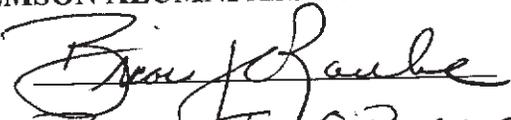
(i) Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than Alumni Association and MBNA America, their successors and assigns, any rights or remedies under or by reason of this Agreement.

(j) Neither party shall 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.

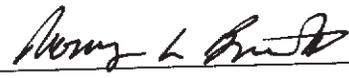
(k) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

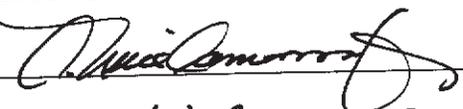
CLEMSON ALUMNI ASSOCIATION

By: 
Name: BRIAN J. O'ROURKE
Title: Executive Director
Date: Dec 5, 2005

MBNA AMERICA BANK, N.A.

By: 
Name: Thomas W. Brooks
Title: Senior EVP
Date: 12/22/05

CLEMSON UNIVERSITY FOUNDATION, INC.

By: 
Name: A. Neill Cameron, Jr.
Title: VP
Date: 12.05.05

SCHEDULE A

ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay Alumni Association a Royalty calculated as follows, for those accounts with active charging privileges. MBNA America may create a special class of consumer accounts for Alumni Association officers and representatives under the Program, and will not pay compensation for such designated accounts. All Royalty payments due hereunder are subject to adjustment by MBNA America for any prior overpayment of Royalties by MBNA America:

A. CONSUMER CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new consumer Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) 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. \$3.00 (three dollars) for each Alumni Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such Royalty will be paid for each Alumni 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 Alumni Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. \$1.00 (one dollar) for each Student Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such Royalty will be paid for each Student 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 Student Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
4. 0.60% (sixty basis points) of all retail purchase transaction dollar volume generated by Customers using an Alumni Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).
5. 0.40% (forty basis points) of all retail purchase transaction dollar volume generated by Customers using a Student Credit Card Account (excluding those

transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

6. 0.50% (fifty basis points) of all cash advance and cash equivalent transaction dollar volume generated by Customers using an Alumni Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions). Effective June 1, 2006 this Section A.6 is automatically amended by deleting "0.50% (fifty basis points)" and replacing this reference with "0.25% (twenty five basis points)" Effective June 1, 2007 Section A.6 is deleted in its entirety, it being understood that after May 31, 2007 no compensation will be paid to Alumni Association based on cash advance or cash equivalent transaction dollar volume.

B. REWARD CREDIT CARD ACCOUNTS

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

1. \$1.00 (one dollar) for each new Reward Credit Card Account opened, 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 SIP Account.
2. \$3.00 (three 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 MBNA America (other than as a result of a courtesy waiver by MBNA America), then such Royalty will be paid for each Alumni 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 Alumni Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. An Alumni Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
3. \$1.00 (one dollar) for each Student Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such Royalty will be paid for each Student 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 Student

Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Student Reward Credit Card Account may renew every twelve (12) months after the opening of the account.

4. 0.30% (thirty basis points) of all retail purchase transaction dollar volume generated by Customers using an Alumni Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, bets, lottery tickets, or casino gaming chips)).
5. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using a Student Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, bets, lottery tickets, or casino gaming chips)).
6. 0.50% (fifty basis points) of all cash advance and cash equivalent transaction dollar volume generated by Customers using an Alumni Reward Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions). Effective June 1, 2006 this Section B.6 is automatically amended by deleting "0.50% (fifty basis points)" and replacing this reference with "0.25% (twenty five basis points)" Effective June 1, 2007 Section B.6 is deleted in its entirety, it being understood that after May 31, 2007 no compensation will be paid to Alumni Association based on cash advance or cash equivalent transaction dollar volume.
7. \$50.00 (fifty dollars) for each Reward SIP account opened, which remains open for a least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the consumer SIP 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. Such Reward SIP Accounts will not qualify for any other opening-of-an-account Royalty.

C. SIP ACCOUNTS (OTHER THAN REWARD SIP ACCOUNTS)

\$50.00 (fifty dollars) for each SIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the SIP 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. Such SIP Accounts will not qualify for any other opening-of-an-account Royalty.

D. CONSUMER GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer Gold Reserve Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain consumer Gold Reserve Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those consumer Gold Reserve Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty (60) days of the end of the calendar year.

E. CONSUMER GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer Gold Option Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain consumer Gold Option Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those consumer Gold Option Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty (60) days of the end of the calendar year.

F. DEPOSIT ACCOUNTS

“CD Deposits” means those deposits in the certificate of deposit accounts opened by Members in response to marketing efforts made pursuant to the Program.

“MMDA Deposits” means those deposits in the money market deposit accounts opened by Members in response to marketing efforts made pursuant to the Program.

1. 0.020% (two one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.001667%) of the average MMDA Deposits.

2. 0.020% (two one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.001667%) of the average CD Deposits.

G. ROYALTY ADVANCES

1. Within forty-five (45) days after each of; (i) the full execution of this Agreement; and (ii) each of June 1, 2006, June 1, 2007, and June 1, 2008, MBNA America shall pay to Alumni Association the sum of Seven Hundred Thousand Dollars (\$700,000) (each, a "Yearly Advance"), as an advance against future Royalties (other than SIP Royalties as defined below), subject to the provisions set forth below. Within forty-five (45) days after June 1, 2009, MBNA America shall pay to Alumni Association the sum of Four Hundred Fifty Thousand Dollars (\$450,000) (the "Last Advance"), as an advance against future Royalties (other than SIP Royalties), subject to the provisions set forth below. If the Alumni Association has agreed to extend the term in accordance with the provisions of Section 9(b) of this Agreement, then within forty-five (45) days after each of June 1, 2010, and June 1, 2011, MBNA America shall pay to Alumni Association the sum of Six Hundred Fifty Thousand Dollars (\$650,000) (each, a "Renewal Advance"), as an advance against future Royalties (other than SIP Royalties), subject to the provisions set forth below. The Yearly Advance(s), the Last Advance, and the Renewal Advance(s) are each an "Advance". All Royalties (other than SIP Royalties) accrued shall, in lieu of direct payment to Alumni Association, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to Alumni Association as set forth in this Agreement. Notwithstanding the foregoing, MBNA America shall no longer be obligated to pay any additional Advances to Alumni Association hereunder, and Alumni Association hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the Advance(s) paid by MBNA America and the total amount of accrued Royalties credited by MBNA America against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (vii) below should occur:

- (i) this Agreement is terminated prior to the end of the term;
- (ii) Alumni Association breaches any of its obligations under this Agreement;
- (iii) MBNA America is prohibited or otherwise prevented from conducting at least six (6) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (iv) MBNA America is prohibited or otherwise prevented from conducting at least four (4) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (v) MBNA America is prohibited from conducting, at a minimum of three (3) locations, on-campus promotion campaigns (e.g., tabling and postering) at major regular season University events during each consecutive twelve

month period during the term of the Agreement, including but not limited to conducting on-campus promotions at or around the stadium grounds at all regular season University home football games;

- (vi) MBNA America is prohibited or otherwise prevented from distributing take-one applications for the Program; and
- (vii) the University, the University's athletic department, any departments of, or any department affiliated or associated with the University, endorses, sponsors or promotes any Financial Service Product with any entity other than MBNA America.

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

X 3. "SIP Royalties" means the Royalties MBNA America pays to Alumni Association pursuant to Schedule A, Sections B.7., and C above.

4. Alumni Association agrees to use up to Fifty Thousand Dollars (\$50,000) of each Advance to support the Student Financial Education Services Office.

H. ROYALTY GUARANTEE.

1. Alumni Association shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000) (the "Guarantee Amount") from June 1, 2005 until the end of the full term of the Agreement, subject to the provisions set forth below. If the Agreement is extended until May 31, 2012, in accordance with the provisions of Section 9(b) of this Agreement, the above Guarantee Amount will be increased by One Million Three Hundred Thousand Dollars (\$1,300,000), and such increased amount shall constitute the Guarantee Amount for purposes of this Agreement.

(b) If on the last day of the full term of this Agreement Alumni Association has not accrued the Guarantee Amount in Royalties (other than SIP Royalties) from June 1, 2005 up through the last day of the full term of the Agreement, MBNA America will pay Alumni Association an amount equal to the Guarantee Amount minus the sum of all compensation accrued by Alumni Association from June 1, 2005 up through the last day of the full term of the Agreement and all unrecouped Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of MBNA America hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection G.1., above.

ATTACHMENT #1

I. PROMOTIONAL OPPORTUNITIES

In accordance with Section 2(h) of this Agreement, Alumni Association shall, or shall cause the University, to provide the following to MBNA America at no additional cost:

- (a) Alumni Association shall provide MBNA America with the necessary access, during each year of this Agreement, for MBNA America to conduct direct promotion events at each University regular season home football game.
- (b) Necessary access, during each year of this Agreement, for MBNA America to conduct at direct promotion events for the Program at University regular season home football games.
- (c) When conducting direct promotion events, MBNA may have as many as four (4) direct promotion locations (each a "Location") within the athletic facility holding regular season home football games. The Locations shall be at prominent locations and will be mutually agreed upon by Alumni Association and MBNA America.
- (d) The appropriate number of Passes to all MBNA America employees and agents that are conducting the direct promotion campaign.
- (e) The appropriate number of parking permits/passes for each game at which MBNA America will be conducting direct promotion events.
- (f) Reasonable vehicular access to the athletic facility in which MBNA America will be conducting direct promotion events. Such vehicular access shall to the extent possible provide the MBNA America vehicle a convenient position, in relation to each Location, before and after the event to unload/load.
- (g) MBNA America shall be required to set up each Location at least one (1) hour prior to the gates opening for the athletic event.
- (h) Any issues concerning direct promotion events not specifically mentioned in this Agreement will be mutually agreed upon by MBNA America and Alumni Association and both parties agree to be reasonable.
- (i) Upon the request of MBNA America, Alumni Association shall distribute take-one applications (approved by MBNA America in writing) for the Program with all ticket renewal notices and season ticket mailings (and agrees that these efforts fall under the SIP Program).
- (j) MBNA America has the right to place Trademarks on gifts for individuals completing applications and on other premium items, subject to Alumni Association's approval rights set forth in Section 2(d).

II. TICKETS

Alumni Association shall provide to MBNA America, upon MBNA America's request and at no additional cost to MBNA America, four (4) regular season home football game tickets, all together. Alumni Association agrees that the seats will be in as good a location as possible.

ATTACHMENT # 2

Subject to the terms of this Agreement, MBNA America and Alumni Association agree that Alumni Association, at its expense, shall investigate the following marketing initiatives to encourage acceptance of the card offering:

- A call transfer program to enable callers to Alumni Association to be automatically transferred to MBNA America to apply for a Credit Card Account. Within three (3) months of the Effective Date of this Agreement, Alumni Association will submit a report to MBNA America of those possibilities.
- Distribution of coupons and/or take-one applications at regular season home football events which includes an incentive for applying for the credit card (e.g., discounts on merchandise purchased with the Credit Card). The parties agree that such take-one applications distributed by Alumni Association shall be coded by Alumni Association as instructed by MBNA America for tracking purposes and, if properly coded, will be considered part of SIP.
- Opportunities for Members to obtain applications to apply for a Credit Card Account at IPTAY/Clemson Club meetings.

During the term of the Agreement, CAA will endeavor, on an ongoing basis, to further develop the marketing initiatives for the Program

ATTACHMENT #3

Subject to the terms of this Agreement, MBNA America and Alumni Association agree that Alumni Association, at its expense, shall investigate enhancements and benefits similar in nature to the following list, as the parties mutually agree, to encourage customer acceptance of the card offering and activation, repeated use and/or retention of the Credit Card Accounts.

Discounts on merchandise when purchased with a Credit Card Account

During the term of this Agreement, Alumni Association will endeavor, on an ongoing basis to further develop the enhancements for this Program.

**ADDENDUM TO THE
CLEMSON UNIVERSITY FOUNDATION, INC.
AMENDED AND RESTATED AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 21 day of ^{December}~~September~~, 2006 (the "Effective Date") by and between the Clemson University Foundation, Inc. d/b/a Clemson Alumni Association ("Alumni Association"), and FIA Card Services, N.A., f/k/a MBNA America Bank, N.A. ("BANK"), for themselves and their respective successors and assigns. *msw*
JH

WHEREAS, Alumni Association and BANK are parties to an Amended and Restated Affinity Agreement, as the same may have been amended (the "Agreement"), wherein BANK provides certain Financial Service Products to certain persons included in certain lists provided to BANK by or on behalf of Alumni Association; and

WHEREAS, Alumni Association and BANK mutually desire to modify the SIP Royalty in the Agreement as of the Effective Date, as described herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Alumni Association and BANK agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.

2. Subsection 7 of Section B in Schedule B of the Agreement is hereby deleted in its entirety. *amend ref should be to school A*

3. Section C of Schedule B of the Agreement is deleted in its entirety and replaced with the following:

"C. SIP ACCOUNTS AND REWARD SIP ACCOUNTS

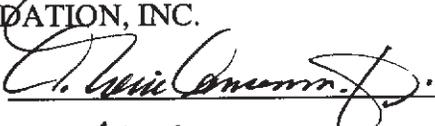
\$75.00 (seventy five dollars) for each SIP Account and/or Reward SIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety consecutive days of the SIP Account's and/or Reward SIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such SIP Accounts and Reward SIP Accounts will not qualify for any other opening-of-an-account Royalty."

4. Except as amended by this Addendum, all 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. 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 prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be

made and fully performed in Delaware. Certain Financial Service Products or services under the Agreement may be offered through BANK's affiliates.

IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Addendum as of the 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.

CLEMSON UNIVERSITY
FOUNDATION, INC.

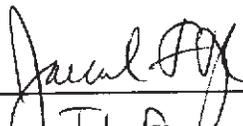
By: 

Name: A. Neill Compton, Sr.

Title: EVP. CUF

Date: 1.04.06

FIA CARD SERVICES, N.A.

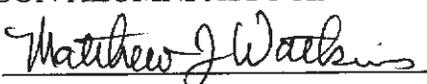
By: 

Name: Jake Ferguson

Title: SVP

Date: 3/8/07

CLEMSON ALUMNI ASSOCIATION

By: 

Name: Matthew J. Watkins

Title: Senior Director

Date: 12/21/06

CLEMSON
ALUMNI ASSOCIATION
Your Lifelong Connection to Clemson

July 24, 2009

MBNA Bank of America, N.A.
1100 North King Street
Wilmington, DE 19884

ATTENTION: Director of National Sales

Re: Affinity Agreement with Clemson
University Alumni Association

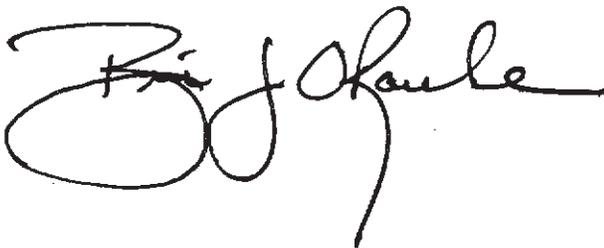
Dear Sir or Madam,

The purpose of this letter is to notify MBNA Bank of America that Clemson University Alumni Association hereby invokes its right, as specifically set forth in Paragraph 9 (b) of the Agreement, to extend the term of the existing Agreement until May 31, 2012. The Agreement was originally entered into between MBNA Bank of America and Clemson Alumni Association on May 26, 1995 and has been subsequently amended and restated while remaining in continuous effect throughout that period.

The Clemson Alumni Association has enjoyed working with MBNA Bank of America on the affinity card project and we look forward to continuing our relationship through May of 2012. Should MBNA Bank of America have any questions or suggestions regarding the affinity card program or ways it could be improved, we would be more than happy to discuss those with you.

Thank you for your attention to this matter.

Sincerely,



ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of this 1st day of January, 2010 (the "Addendum Effective Date") by and between Clemson University Foundation, Inc. doing business as Clemson Alumni Association ("CAA"), and FIA Card Services, N.A. formerly known as MBNA America Bank, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, CAA and Bank are parties to an Amended and Restated Affinity Agreement entered into as of June 30, 2005, as the same has been amended (the "Agreement"), wherein Bank provides certain Financial Service Products to certain persons included in certain lists provided to Bank by or on behalf of CAA; and

WHEREAS, CAA and Bank mutually desire to modify the Agreement as provided for herein.

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. Section 1 of the Agreement is hereby amended by adding the following definition:

"Alumni Reward Account" means an Alumni Credit Card Account carrying a Reward Enhancement.
3. Sections 1(g) and 1(h) of the Agreement are hereby deleted in their entireties.
4. The following sentence is hereby added to Section 1(i) of the Agreement:

"As of the Addendum Effective Date, and for the remainder of the term and any renewal terms, the Mailing List will not contain the names of students of Clemson University."
5. The parties agree that as of the Addendum Effective Date, and for the remainder of the term and any renewal terms, Bank will not pay Royalties to CAA for Student Credit Card Accounts.
6. Section 14(f)(2) of the Agreement is hereby deleted in its entirety and replaced by the following new Section 14(f)(2):

"(2) If to FIA:

FIA Card Services, N. A.
MS DE5-004-04-02
1100 North King Street
Wilmington, Delaware 19884

ATTENTION: Contract Administration

Fax #: (302) 432-1821"

7. Sections A and B of Schedule A are hereby deleted from the Agreement in their entireties and replaced with new Sections A and B as follows:

"A. ALUMNI CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Alumni Credit Card Account opened, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Alumni Credit Card Account's opening for at least one purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$3.00 (three 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 Alumni Credit Card Account that: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Alumni Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve (12) months.
3. 0.60% (sixty basis points) of all retail purchase transaction dollar volume generated by Customers using an Alumni Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).

B. ALUMNI REWARD ACCOUNTS

Alumni Reward 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 Alumni Reward Accounts.

1. \$1.00 (one dollar) for each new Alumni Reward Account opened, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Alumni Reward Account's opening for at least one (1) purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any account which, after opening, converts to an Alumni Reward Account or for any Reward SIP Account.
2. \$3.00 (three 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 Alumni Reward 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 Alumni Reward Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve (12) months. An Alumni Reward Credit Card Account may renew every twelve (12) months after the opening of the account.

3. 0.30% (thirty basis points) of all retail purchase transaction dollar volume generated by Customers using an Alumni Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips).
4. \$50.00 (fifty dollars) for each Alumni Reward SIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Alumni Reward SIP 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. Such Alumni Reward SIP Accounts will not qualify for any other opening-of-an-account Royalty."

8. Sections D, E and F of Schedule A are hereby deleted from the Agreement in their entireties.

9. Except as amended by this Addendum, all 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. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. 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 prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. Certain Financial Service Products or services under the Agreement may be offered through Bank's affiliates.

IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Addendum as of the date first above written, 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.

CLEMSON UNIVERSITY
FOUNDATION, INC. d/b/a
CLEMSON ALUMNI ASSOCIATION

FIA CARD SERVICES, N.A.

By: Brian J. O'Rourke

By: Michael L. Parsons Jr

Name: BRIAN J. O'ROURKE

Name: MICHAEL L. PARSONS JR

Title: Dir. of Development & Alumni Affairs - Exec.

Title: SVP

Date: DA of CAA

Date: 7.27.2010

6/29/10

FIA CARD SERVICES™

11/1/2010

Mr. Neill Cameron
Vice President for Advancement
Clemson University Foundation, Inc.
d/b/a Clemson Alumni Association
Alumni Center
109 Daniel Drive
Clemson, SC 29631-3006

Dear Mr. Cameron:

This letter confirms our understanding that FIA Card Services, N.A. ("Bank") and Clemson University Foundation, Inc. ("CAA") agree that an error was made in the Addendum entered into as of January 1, 2010 ("2010 Addendum") to the Amended and Restated Affinity Agreement entered into as of June 30, 2005 (as the same has been amended) wherein Bank provides Financial Service Products to members of CAA (the "Agreement").

Effective January 1, 2010, the parties agree that Section B.4. of Schedule A should be amended and restated to read in its entirety as follows:

"4. \$75.00 (seventy-five dollars) for each Alumni Reward SIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Alumni Reward SIP 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. Such Alumni Reward SIP Accounts will not qualify for any other opening-of-an-account Royalty."

This letter 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. Except as amended by this letter, the terms of the Agreement shall remain in full force and effect, and with respect to any inconsistencies between this letter and the Agreement, the parties agree that the terms of this letter shall control.

Nothing contained in this letter shall be construed as implying any commitment or agreement by either party to enter into any business arrangement of any nature whatsoever with the other party, except as set forth in the Agreement.

To acknowledge your acceptance of the terms set forth above, please execute both copies of this letter where indicated below and fax one copy and return one original to me.

Sincerely,

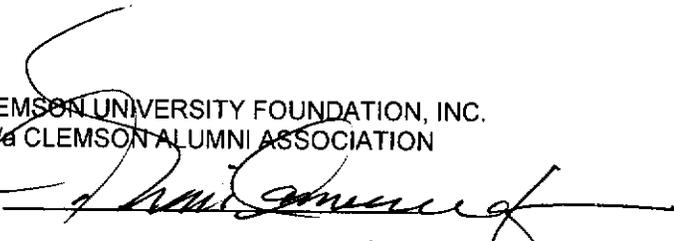
Michael Parsons
Senior Vice President
Fax #: (704) 625-4244

Accepted and agreed:

FIA CARD SERVICES, N.A.

CLEMSON UNIVERSITY FOUNDATION, INC.
d/b/a CLEMSON ALUMNI ASSOCIATION

By: 

By: 

Name: MICHAEL L. PARSONS JR.

Name: A. Neill Cameron, Jr.

Title: SVP

Title: _____