

SCHEDULE A

INVENTORY RIGHTS

Contractor shall have the right and the obligation to provide the broadcasts, media shows, game programs, internet services, and other opportunities detailed below.

1. **Football and Men's Basketball Play-By-Play Radio Broadcasts.** Contractor will produce and broadcast on radio all men's basketball and football games, and shall have the exclusive right to sell and secure promotional support for such broadcasts, in accordance with specifications stipulated in Exhibit A.

2. **Women's Basketball and Baseball Play-By-Play Radio Broadcasts.** Contractor will produce and broadcast on radio all women's basketball and all baseball games, and shall have the exclusive right to sell and secure promotional support for such broadcasts, in accordance with specifications stipulated in Exhibit B.

3. **Head Football Coach, Head Men's Basketball Coach, and Head Women's Basketball Coach and Olympic Sports Television Shows.** Contractor shall have the exclusive right to produce and broadcast television shows featuring the head football coach, head men's basketball coach, and head women's basketball coach, and sell promotional support for such broadcasts, in accordance with specifications stipulated in Exhibit C.

4. **Football and Men's Basketball Coaches' Radio Shows.** Contractor shall have the exclusive right to produce and broadcast "Call-In" Radio Shows and Daytime Radio Shows featuring the men's basketball head coach and the football head coach, and sell and secure promotional support for such broadcasts, in accordance with specifications stipulated in Exhibit D.

5. **Women's Basketball and Baseball Coaches' Radio Shows.** Contractor shall have the exclusive right to produce and broadcast radio shows featuring the women's head basketball coach and the baseball coach, and sell and secure promotional support for such broadcasts, in accordance with specifications stipulated in Exhibit E.

6. **Game Programs.** Contractor shall have the exclusive right to publish and distribute football and men's basketball printed game programs, and sell and secure promotional support for such game programs, in accordance with specifications stipulated in Exhibit F.

7. **Internet Rights.** Contractor will have the right to produce and maintain one official internet site for the University Athletics Department and the exclusive right to sell and secure promotional support for such internet site, in accordance with specifications stipulated in Exhibit G.

8. **Electronic Venue Signage.** Contractor shall have the right to sell and secure promotional support for electronic venue signage in the Smith Center, Kenan Stadium,

Carmichael Auditorium, Boshamer Stadium and Fetzer Field, all subject to the guidelines in Exhibit H.

9. **Static Signage.** Contractor shall have the right to sell and secure promotional support for the following static signage:

9.01. **Smith Center** (for men's basketball). One (1) static 8' x 6' backlit sign adjacent to one of the four video boards. Beginning on July 1, 2013 and continuing thereafter, the number of such 8' x 6' signs available to the Contractor shall increase to three (3). No sponsor shall be permitted rights to an 8' x 6' sign if such sponsor is not also a Smith Center courtside LED board sponsor.

9.02. **Carmichael Auditorium** (for women's basketball, volleyball & wrestling). Scorer's table static rotating signage (2 locations, 12 total).

9.03. **Fetzer Field** (for men's & women's soccer, and men's & women's lacrosse). Track level static A-frame signage (24 individual A-frames).

9.04. **Boshamer Stadium** (for baseball). Scoreboard static tri-panel signage (up to five sponsors).

9.05. **Anderson Stadium** (for Softball). Outfield wall static signage (4 locations).

10. **New Media Inventory.** Contractor shall have the exclusive right to sell and secure promotional rights in connection with the "new media" inventory set forth in Exhibit I, in accordance with specifications stipulated therein.

11. **Miscellaneous Rights.** Contractor shall have the following miscellaneous rights, subject to the specifications below.

11.01. **Tickets.** The Contractor shall have the exclusive right to sell promotional slots for tickets (including print-at-home tickets) for all football, men's basketball and Olympic Sport games played in Chapel Hill, to the extent such rights are controlled by the University. The Contractor shall provide camera-ready art to the University Athletics Department for use in printing the tickets by the deadlines set by the University's Athletics Ticketing Office. The Contractor shall also reimburse the University Athletics Department for the incremental printing costs of the Olympic Sport tickets if promotional material is included.

11.02. **Drinking Cups.** The Contractor shall have the exclusive right to market promotional slots on any hard plastic drink cups utilized at athletic events held at Kenan Stadium or the Smith Center, other than events for which a contract may be in effect as of the date of this Agreement. The University Athletics Department shall approve the copy design on drink cups, and such approval shall not be unreasonably withheld. The right to sell promotional slots on cups does not obligate either party to provide such cups if a third party does not provide them

free-of-charge to the University. No more than five sponsors will be allowed on a drink cup. It is understood that the concessions RFP to be issued by the University during the 2008 – 2009 contract year will include a request that the new concessionaire will provide hard plastic drink cups at the concessionaire's expense that can contain up to five (5) sponsor logos as designated by Contractor.

11.03. In-Kind/Trade Goods. Contractor may arrange for or negotiate promotions that result in the parties' receiving goods or services in kind to support their day-to-day operations. Contractor shall advise University Athletics Department of any proposed barter arrangements before entering into such arrangements. The University Athletics Department, in its sole discretion, may reject barter arrangements that are for the University Athletics Department and may reject barter arrangements for Contractor that exceed an aggregate annual Wholesale Value of \$100,000. Contractor shall financially account for such barter transactions under this Agreement in accordance with the definition of "Adjusted Gross Revenue." Rejection or disapproval of a proposed barter arrangement by University Athletics Department shall not constitute a breach of this Agreement or interference by University with the license granted to Contractor.

11.04. On-Field/On-Court Promotions. Contractor may sell and secure the following on-field/on-court promotions:

- (a) up to two (2) on-court promotions at halftime during men's basketball games; and
- (b) up to two (2) on-field promotions at halftime or during quarter breaks, as determined by the University Athletics Department, during football games.

11.05. Giveaways. For certain University football and men's basketball home games, Contractor may sell and secure promotional giveaways, subject to the University Athletics Department's advance written approval, which approval shall not be unreasonably withheld. If a promotional giveaway will involve products marked with University indicia, then the approval of the University Trademark Manager and payment of any applicable trademark royalties will also be required.

11.06. Food Product Concessions. Contractor may select, subject to the terms of the University Athletics Department's concessions agreement (as amended or replaced from time to time), up to eight (8) categories of food products (not brands) to be part of the concessions at Kenan Stadium and the Smith Center, so long as such selections do not adversely affect concessions economically, and the University may include a provision for this in any contract it may engage in with an outside food vendor. The University will provide an announcement once during pre-game and once during halftime that lists the concessions available at the game.

11.07. Product Displays. Contractor may sell and secure promotional support for up to two (2) product displays (without pricing information) on concourse tables at each home game at the Smith Center and Kenan Stadium, space permitting. One product display may be

devoted to the silent auction of vintage and game-worn memorabilia pertaining to UNC Athletics. In addition, Contractor may sell promotional rights for up three (3) automobile displays at each Tar Heel Town and one (1) automobile display in the Smith Center per game, each without pricing information.

11.08. Sidelines Equipment. Contractor shall have the exclusive right to sell sponsorships to sponsors that are solely University units or affiliates (e.g., UNC Health Care, UNC Kenan-Flagler Business School, etc.) for the following sidelines equipment, subject to the Department of Athletics' approval of the identity of the sponsor and the artwork design:

- (a) Sponsor logo impressions on sports fogging fans and sports cooling fans on football sidelines; and
- (b) Sponsor logo impressions on equipment trunks and medical trunks on football sidelines.

11.09. Late Night with Roy. Contractor shall have the right to sell the following promotional rights for any University "Late Night with Roy" event:

- (a) four (4) on-court promotions with simultaneous display of logos or business name on videoboard (with the logos of the 4 on court promotion sponsors to be included in all print media and promotions placed by the University Athletics Department for Late Night with Roy so long as sponsors are secured by Contractor and logos are provided to the University Athletics Department in a timely manner for inclusion on all print materials and promotions);
- (b) two (2) product displays on concourse tables, each without pricing information;
- (c) two (2) outdoor product displays, each without pricing information; and
- (d) one (1) handout or product giveaway per fan on entry or exit into Smith Center.

11.10. Direct Mail Inserts. Contractor shall have the right to sell and secure promotional opportunities in connection with the following:

- (a) up to four (4) one-page promotional inserts to be included in football season ticket direct mailings, and
- (b) up to four (4) one-page promotional inserts to be included in men's basketball season ticket direct mailings.

12. Additional Inventory (sport-specific). Contractor shall have the exclusive right to sell and secure promotional support in connection with the items listed below. Each of the following items shall be provided by the University Athletics Department at its expense.

12.01 Baseball

- (a) Poster (24"x18") – up to three (3) sponsor logos
- (b) Schedule Card (3-panel, 3.5"x7.5") – up to one (1) sponsor logo

- (c) Game Program (8.5"x11.0") – up to twelve (12) sponsor messages (9 on back cover, 3 inside program)
- (d) Trading Cards (team set) – up to one (1) sponsor logo
- (e) K Cards – up to one (1) sponsor logo
- (f) Magnet (4.0"x7.5") – up to one (1) sponsor logo
- (g) PA Announcements – up to four (4) sponsor announcements per game
- (h) Premium Giveaways – up to one (1) giveaway per game
- (i) On-Field Promotions – up to two (2) per game
- (j) In-Game Promotions (not on field) – up to two (2) per game

12.02 Cross Country

- (a) Poster (24"x18") – up to three (3) sponsor logos

12.03 Field Hockey

- (a) Poster (24"x18") – up to three (3) sponsor logos
- (b) Schedule Card (2-panel, 3.5"x5.0") – up to one (1) sponsor logo
- (c) On-Field Promotions – up to two (2) per game
- (d) PA Announcements – up to four (4) sponsor announcements per game

12.04 Football

- (a) Poster (24"x18") – up to three (3) sponsor logos
- (b) Schedule Card (1-panel, 3.5"x2.5") – up to two (2) sponsor logos
- (c) Magnet (4.0"x7.5") – up to one (1) sponsor logo
- (d) Game Day Guide (32 pages, 4"x6") – up to eight (8) pages of sponsor messages
- (e) Autograph Cards (2 pages, 15"x14") – up to one (1) sponsor logo
- (f) Meet the Heels Title Sponsorship – up to one (1) sponsor
- (g) Spring Game Title Sponsorship – up to one (1) sponsor
- (h) Premium Giveaways – up to one (1) giveaway per game

12.05 Gymnastics

- (a) Poster (24"x18") – up to three (3) sponsor logos
- (b) "10" Card – up to three (3) sponsor logos
- (c) T-Shirts – one (1) per event with up to two (2) sponsor logos
- (d) PA Announcements – up to four (4) sponsor announcements per meet

12.06 Men's Basketball

- (a) Poster (24"x18") – up to three (3) sponsor logos
- (b) Schedule Card (2-panel, 3.5"x5.0") – up to one (1) sponsor logo
- (c) Premium Giveaways – up to one (1) giveaway per game

12.07 Men's Golf

- (a) Poster (24"x18") – up to three (3) sponsor logos

12.08 Men's Lacrosse

- (a) Poster (24"x18") – up to three (3) sponsor logos
- (b) Schedule Card (2-panel, 3.5"x5.0") – up to one (1) sponsor logo
- (c) PA Announcements – up to four (4) sponsor announcements per game
- (d) On-Field Promotions – up to two (2) per game

12.09 Men's Soccer

- (a) Poster (24"x18") – up to three (3) sponsor logos
- (b) Schedule Card (2-panel, 3.5"x5.0") – up to one (1) sponsor logo
- (c) Game Program (4 pages, 11"x17") – one (1) page with up to six (6) sponsor logos/messages
- (d) Halftime Promotions – up to two (2) per match
- (e) PA Announcements – up to four (4) sponsor announcements per match
- (f) T-Shirts – one (1) per match with up to two (2) sponsor logos
- (g) Display Kiosks/Tables – up to two (2) per match

12.10 Men's Tennis

- (a) Poster (24"x18") – up to three (3) sponsor logos
- (b) Schedule Card (3-panel, 3.5"x7.5") – up to one (1) sponsor logo

12.11 Rowing

- (a) Poster (24"x18") – up to three (3) sponsor logos

12.12 Softball

- (a) Poster (24"x18") – up to three (3) sponsor logos
- (b) Schedule Card (2-panel, 3.5"x5.0") – up to one (1) sponsor logo
- (c) K Cards – up to one (1) sponsor logo
- (d) Game Program – one (1) page with up to six (6) sponsor logos/messages
- (e) PA Announcements – up to four (4) sponsor announcements per game

12.13 Men's Swimming & Diving

- (a) Poster (24"x18") – up to three (3) sponsor logos

12.14 Track & Field

- (a) Poster (24"x18") – up to three (3) sponsor logos

12.15 Volleyball

- (a) Poster (24"x18") – up to three (3) sponsor logos
- (b) Schedule Card (2-panel, 3.5"x5.0") – up to one (1) sponsor logo
- (c) "Kill Cards" (20"x16" poster, "K" on back) – up to three (3) sponsor logos
- (d) Game Program (2 pages, 8.5"x11.0") – one (1) page with up to six (6) sponsor logos/messages
- (e) PA Announcements – up to four (4) sponsor announcements per match
- (f) On-Court Promotions – up to two (2) promotions per match