

working personnel will be issued "Working Passes" by the University Athletics Department at no charge for each game. Contractor shall be responsible for distributing, controlling, and accounting for these passes.

**13.02. University Assistance.** For away games, the University Athletics Department will assist Contractor in making the necessary arrangements for access and admission of Contractor's broadcast personnel to the broadcast facilities controlled by the home team.

**13.03. Broadcast Facilities.** For home games, the University Athletics Department shall make available to Contractor reasonable broadcast facilities for the origination of the radio broadcast. These facilities shall include pressbox access (or courtside broadcasting access in the Smith Center) for working broadcast personnel, appropriate parking spaces, and sports information services.

**14. Tickets.** During each contract year, Contractor is guaranteed the opportunity to purchase at 50% of face value the following tickets up to the maximum number of tickets stipulated below. These tickets may be used by Contractor for promotional activities and/or any other purpose relating to this Agreement that is deemed in the best interest of the parties by the Contractor in consultation with the Athletic Director or his or her representative. Contractor must notify the University Athletics Department in writing of its ticket needs (within the maximums specified herein). Other than season basketball ticket locations specified below, tickets shall be from the best seats available, which are under the control of the Department of Athletics:

<u>Tickets</u>	<u># of tickets guaranteed by University for Contractor to purchase</u>
Season football tickets	Up to 400 (and unlimited number if game not sold out). Contractor to commit to final number by June 1 of each contract year.
Additional season football tickets (for legacy University Olympic Sports sponsors)	34 (at no cost) for the purpose of fulfilling obligations to Olympic Sports sponsors previously secured by the University. Such tickets shall be in the same general location as those previously assigned.
Individual game football tickets (Games for which individual tickets may be purchased will be determined by the University)	Up to 300 per game. Contractor to commit to final number for each game by July 1 of each contract year.
Football Bowl games (only for games in which University participates)	Up to 100. Contractor to commit to final number by 3 weeks before bowl game.

<u>Tickets</u>	<u># of tickets guaranteed by University for Contractor to purchase</u>
Season men's basketball tickets	<p>Up to 300. Contractor to commit to final number by September 1 of each contract year.</p> <p>43 shall be in the lower deck as follows:</p> <ul style="list-style-type: none"> <li>• 12 seats in section 101 "courtside seats"</li> <li>• 11 seats in section 107, Row F</li> <li>• 4 seats in section 107, Row E</li> <li>• 4 seats in section 110, Row AA</li> <li>• 4 seats in section 128, Row BB</li> <li>• 8 additional seats in the lower deck for contract year 2008 – 2009</li> <li>• Another 4 additional seats in the lower deck for contract year 2009 – 2010 thru contract year 2020-2021 (for a total of 47)</li> </ul> <p>16 shall be no higher than row D, upper deck  12 shall be no higher than row B, upper deck  22 shall be no higher than row G, upper deck  Remainder shall be the best available as determined by the athletic director</p>
Additional season men's basketball tickets (for legacy University Olympic Sports sponsors)	10 (at no cost) for the purpose of fulfilling obligations to Olympic Sports sponsors previously secured by the University. Such tickets shall be in the same general location as those previously assigned.
Individual game men's basketball tickets	Up to 100 per game except for NCSU and Duke home games. Up to 150 for NCSU and Duke home games. Contractor to commit to final number for each game by October 1 of each contract year. Use of Athletics Director's (AD's) booth for 2 games selected by AD, and 10 additional lower level seats for one additional game selected by AD from AD's allocation.
ACC Basketball Tournament tickets (complete sets)	Up to 70 if arena holds 25,000 or less. Up to 80 if arena holds more than 25,000. In each case, a minimum of 12 seats shall be in lower level.
NCAA Basketball Tournament tickets (Only for games in which University participates)	24 seats for 1 <sup>st</sup> & 2 <sup>nd</sup> round 36 seats for regional rounds 64 seats for Final 4 in each case, minimum of 25% in lower level
Men's Home Basketball Games in Greensboro and Charlotte	Up to 116. Contractor to commit to final number by October 1 of each contract year.
Women's Basketball season tickets	Up to 30.

<u>Tickets</u>	<u># of tickets guaranteed by University for Contractor to purchase</u>
Other Olympic Sports	Up to 20 complimentary season tickets (free of charge) per sport. Up to 20 additional complimentary (free of charge) individual game tickets per sport per game.

Contractor may purchase additional tickets at face value, if available.

**15. Merchandising and Other Support.** The University Athletics Department will provide to Contractor the following:

**15.01. Other Merchandising.** The University Athletics Department will provide to Contractor 30 footballs autographed by the football team and 30 basketballs autographed by the men's basketball team and 100 media guides for both football and men's basketball.

**15.02. Contractor Space.** The University Athletics Department will use its best efforts to fulfill all reasonable requests from Contractor to host events jointly sponsored by the University and Contractor in the Smith Center, such as the Memorabilia Room, for example, and in Kenan Stadium, such as the booths in the press box area, for example, for entertainment of promotional partners. Such requests shall be granted to the extent space is available. As part of these joint efforts, the University will provide the space and the contractor will pay for any associated out-of-pocket expenses.

**15.03. Home Radio Booth.** Contractor shall have exclusive use of the area in Kenan Stadium designated as the home radio booth, excepting all authorized University use and users. If the home radio booth in Kenan Stadium is relocated as a result of a stadium renovation or otherwise, then the University Athletics Department shall provide a new home radio booth in Kenan Stadium of similar size, field location and seating capacity as the home radio booth existing as of the Effective Date.

**16. Auditing of Accounts.**

**16.01. Books and Records.** During the term of this Agreement (including any renewal terms) and for seven (7) years after the date of expiration of any terms hereof, Contractor shall maintain separate, accurate, and complete business and accounting records reflecting all revenues, income, and expenses associated with Contractor's activities and operations undertaken pursuant to this Agreement. The University, its representatives, employees, and agents, shall have the right at its expense and at reasonable times to inspect and examine all or portions of such business and accounting records. Contractor, upon request, shall furnish to the University Athletics Department on an annual basis within forty-five (45) days of the end of each year a statement showing its revenues from and deductible expenses attributable to the rights granted to Contractor hereunder. The University acknowledges and agrees that such information is proprietary to Contractor and, if disclosed, could harm Contractor in its business relations with