

## **EXHIBIT A**

### **FOOTBALL AND MEN'S BASKETBALL PLAY-BY-PLAY RADIO BROADCASTS**

1. Contractor agrees that each football and men's basketball play-by-play radio broadcast shall be of first class technical and production quality and conform to radio broadcast standards of the radio industry as such standards are commonly understood for radio broadcast networks in the United States. Contractor shall utilize state of the art equipment for such radio broadcasts.

2. Contractor shall be responsible for all cost and expense associated with or incurred in connection with such radio broadcasts, including, but without limitation, the cost of all talent, rights fees for various broadcasts (up to \$600 plus any amount over \$600 once the aggregate amount payable by the University for broadcast rights fees under this Agreement reaches \$30,000 for the applicable contract year), labor, facilities, uplinking equipment, other equipment, satellite charges, telephone line charges, and all other material or equipment necessary or required for each radio broadcast.

3. Contractor shall be responsible for providing all personnel and talent involved in the production and transmission of the radio broadcasts. Contractor shall pay the salaries and travel and business expenses of all personnel and talent associated with the radio broadcasts. The University Athletics Department will provide complimentary airline travel on all regular season charters (six seats during football and four seats during men's basketball) and complimentary bus travel for regular season football and regular season men's basketball games. The Contractor shall furnish a play-by-play announcer and at least one (1) additional announcer to handle the pregame, color, halftime, and postgame recapitulation.

4. All regular season games and, when rules allow, all postseason and tournament games are required to be broadcast. This includes bowl games and preseason football games such as the "Kick Off Classic" if University is a participant and if rules allow. Preseason basketball games may be broadcast at the discretion of the Contractor. The Contractor shall use its best efforts to broadcast games played outside of the United States (which are not regular season or tournament games for purposes of this Agreement) and the University shall use its best efforts to facilitate the Contractor's broadcast of such games through its arrangements and contacts at game sites to provide language translation, phone lines, electrical conversions, and on-site technical assistance as needed. Nothing included in these specifications shall be construed to require that the Contractor broadcast such games played outside of the United States or that the University is obligated to provide such assistance.

5. The State of North Carolina is required to be covered by the radio network. Contractor is also required to cover the Tidewater, Virginia region for football games and the Contractor will use its best efforts to cover this region for men's basketball games. Coverage is defined as the ability of the broadcast signal to be heard throughout the State of North Carolina

and, with respect to football, the Tidewater, Virginia region. This market is considered a minimum with coverage not limited to these regions.

6. The Contractor shall make the exclusive determination of the affiliate stations to be carried on the network.

7. All stations on the network shall carry each NCAA sanctioned game on the network's schedule of broadcasts in its entirety, unless exceptions are approved by the University Athletics Department. However, network stations outside North Carolina or the Virginia Tidewater region shall not be required to carry all games. Unless agreed to otherwise by the University Athletics Department, the Contractor shall use its best efforts to ensure that all network stations in North Carolina carry all games broadcast by the network unless preempted by unscheduled news interruptions, requirements of the Emergency Broadcast System, regulatory requirements of the Federal Communications Commission, or as approved by the Contractor in order to allow the station to broadcast the championship games of its local high school or junior college teams or, if in a remote area of the State, to carry conflicting local college or junior college games. In no cases shall the Contractor approve the preemption of any of its broadcasts for broadcasts of football or basketball games for professional teams or other Division 1A teams unless approved by the University Athletics Department.

8. Except as provided in this Agreement, the Contractor shall have full rights to sell all promotional rights in and around its broadcast of the football and men's basketball games, and may make arrangements with third parties who may desire to incorporate commercial messages or advertisements in such broadcasts.

9. The Contractor shall be permitted to billboard promoters of radio play-by-play broadcasts provided that such billboards in no way imply that the event itself is being sponsored by such promotions partners.

10. The Contractor shall have the exclusive broadcast rights for the programming described in this Exhibit except that the University may also grant radio broadcast rights to a radio station designated by the visiting team which University shall be playing or to that party designated by a participating team as its official broadcaster. No additional outlets shall be permitted without prior consent of the Contractor and such approval shall not be unreasonably withheld. The rights fees for any local, regional or national broadcasts (i.e. ISP, Westwood One broadcasts via the ACC) shall be collected by Contractor and included in Adjusted Gross Revenue.

11. The Contractor shall furnish, without cost to the University, all of the elements required for the production, presentation, origination, transmission, and broadcast of each game and for the announcements and messages.

12. The Contractor agrees to make a minimum of six (6) public service announcements relating to the University Athletics Department in each football game broadcast and a minimum of four (4) public service announcements relating to the University Athletics Department in each

men's basketball game broadcast. These announcements shall be supplied by the University Athletics Department for the purpose of promoting University Athletics Department events, entities, services, or products. These announcements shall include such things as promotion of tickets to athletic or entertainment events, attendance at those events, viewership of television programs promoting the University, and listenership of radio shows directly involving the University, its administrators, or coaches. These announcements shall be spaced as evenly as possible during the broadcast with not more than one (1) announcement being made following the conclusion of the game and no such announcements to be made pre-game. In addition to these public service announcements, the Contractor agrees to provide one (1) 30-second spot to the University Athletics Department for the use of the aforementioned elements. Each of these will be approved in advance by Contractor. Furthermore, these spots will run during each football game, and at least forty (40) times over the span of a basketball season.

13. Contractor agrees to produce 30 second "academic messages," with content subject to the approval of the University's department of University Relations, and agrees to broadcast such messages, on a space permitting basis, during each game for which Contractor produces the radio play-by-play.

14. The University Athletics Department shall secure for Contractor the rights to broadcast all away games, including any special tournaments and bowl games. As part of securing these rights, the University Athletics Department shall endeavor to obtain such rights at no cost to the Contractor. However, in the event a rights fee is charged, the Contractor will be responsible for such fee up to a maximum of \$600 plus any amount over \$600 once the aggregate amount payable by the University for broadcast rights fees under this Agreement reaches \$30,000 for the applicable contract year.

15. The Contractor shall provide equipment and personnel to create and duplicate broadcast announcements for the University Athletics Department at no cost to the University. Recordings shall be distributed by satellite feed whenever possible and taped dubs shall be provided for the remainder. This service shall be provided up to three (3) times per year and shall include where required up to sixty (60) dubs per time. If duplicates are required, the University Athletics Department shall be responsible for distribution of such duplicate tapes. These announcements shall include such things as promotion of tickets to athletic or entertainment events, attendance at those events, viewership of television programs promoting the University, and listenership of radio shows directly involving the University, its administrators, or coaches.

16. The University Athletics Department shall use its best efforts to arrange for the head football and men's basketball coaches to be available for an interview prior to each game (to be prerecorded at the mutual convenience of the coaches and the Contractor) and immediately following each game for a postgame interview by the Contractor.

17. These interviews shall be used in conjunction with the game broadcast and may not be used in any other manner except with the express written consent of the University Athletics Department.

18. The Contractor shall include a halftime segment in all its broadcasts. This shall be a prerecorded or live segment of approximately one (1) minute in length for the University Athletics Department's use. In most cases, it will feature the University athletic director, or other departmental employee, discussing topics of general interest to North Carolina fans. However, the University Athletic Department can use this segment as it chooses.

19. If approved by the University Athletics Department, the Contractor may contract with others to provide long distance access to game broadcasts for a fee. Such approval shall not be unreasonably withheld.

20. The Contractor agrees to coordinate with radio network affiliates an inventory bank of ten (10) promotional spots in-game per week for the use of the University. Contractor will use its best efforts to assure that these spots will run during each week of football and men's basketball season.

21. University and Contractor may mutually agree to produce the format for a pre game show from Tar Heel Town for each home football game.

22. Contractor will use its best efforts to actively pursue satellite radio technology, and will find avenues to incorporate the athletic department radio inventory into these broadcasts.

24. Contractor will be required to broadcast all football and men's basketball games over the internet on [www.tarheelblue.com](http://www.tarheelblue.com).



## **EXHIBIT B**

### **WOMEN'S BASKETBALL AND BASEBALL PLAY-BY-PLAY RADIO BROADCAST**

1. The Contractor shall have the exclusive right to produce and commercially distribute the radio broadcast play-by-play of University women's basketball and baseball games including pregame and postgame shows, except that the University may also grant radio broadcast rights to one radio station designated by the visiting team which the University shall be playing or to the party designated by a visiting team as its official broadcaster. No additional outlets will be permitted without prior consent of the Contractor and such approval will not be unreasonably withheld. These rights include the exclusive right to broadcast any postseason tournament in which the teams may be involved, subject to rules applicable to the postseason tournament.
2. The Contractor will broadcast by radio a minimum of twenty-eight (28) women's basketball games per year. The Contractor has the exclusive right to determine which games to broadcast during each women's basketball season and shall make this determination by October 15 of each contract year.
3. The Contractor will broadcast by radio a minimum of twenty-five (25) baseball games per year. The Contractor has the exclusive right to determine which games to broadcast during each baseball season and shall make this determination by January 10 of each contract year.
4. The Contractor will compile its broadcast schedule before each season begins. In the event of a conflict with other programming, such as University men's basketball, the Contractor will contact the University Athletics Department to seek a possible change. The University will make its best effort to accommodate a time change.
5. The Contractor will clear broadcast coverage for the network on a radio station (or stations) that clear Orange County, North Carolina and will use its best efforts to clear Durham and Wake Counties, North Carolina. The Contractor will make its best effort to increase the size of the network over the term of the Agreement.
6. Except as otherwise provided in this Agreement, the Contractor shall have full rights to sell promotional rights in and around its broadcast of women's basketball and baseball games, and may make arrangements with third parties who may desire to incorporate commercial messages or promotions in such broadcasts.
7. The Contractor shall be responsible for all cost and expense associated with or incurred in connection with such radio broadcasts. The Contractor shall furnish, without cost to the University, all the elements required for the production, presentation, origination, transmission, and broadcast of each game and for the commercial announcement messages. The Contractor will furnish a play-by-play announcer and at least one (1) additional announcer to handle pregame, color, halftime, and postgame recapitulation, both subject to the advance approval of the University Athletics Department.

8. The Contractor agrees to make a minimum of four (4) public service announcements relating to the University Athletics Department in each women's basketball and baseball game broadcast. These announcements shall be supplied by the University Athletics Department for the purpose of promoting University Athletics Department events, entities, services, or products. These announcements shall include such things as promotion of tickets to athletic or entertainment events, attendance at those events, viewership of television programs promoting the University, and listenership of radio shows directly involving the University, its administrators, or coaches. These announcements shall be spaced as evenly as possible during the broadcast with not more than one (1) announcement being made following the conclusion of the game and no such announcements to be made pre-game. In addition to the four (4) public service announcements, the Contractor agrees to provide one (1) 30-second spot to the University Athletics Department for the use of the aforementioned elements. Each of these will be approved in advance by Contractor. Furthermore, these spots will run during each women's basketball and baseball game broadcast.

9. Contractor agrees to produce 30 second "academic messages," with content subject to the approval of the University's department of University Relations, and agrees to broadcast one (1) such message, on a space permitting basis, during each game for which Contractor produces the radio play-by-play.

10. The University Athletics Department will use its best efforts to secure for the Contractor the rights to broadcast all away games that the Contractor so wishes to broadcast, including any special tournaments. As part of securing these rights, the University Athletics Department will use its best efforts to obtain such rights at no cost to the Contractor. However, in the event a rights fee is charged, the Contractor will be responsible for such fee, not to exceed \$100 plus any amount over \$100 once the aggregate amount payable by the University for broadcast rights fees under this Agreement reaches \$30,000 for the applicable contract year.

11. The University Athletics Department shall use its best efforts to arrange for the head women's basketball and baseball coaches to be available for interviews prior to each game (to be prerecorded at the mutual convenience of the coaches and the Contractor) and immediately following each game for a postgame interview by the Contractor. These interviews will be used in conjunction with the game broadcast and may not be used in any other manner except with the express written consent of the University Athletics Department.

12. The Contractor will arrange and pay the cost of all necessary phone lines and long distance telephone charges related to the broadcast rights set forth in this Agreement.

13. Contractor will use its best efforts to actively pursue satellite radio technology for distribution of these broadcasts, and will find avenues to incorporate the athletic department radio inventory into these broadcasts.

14. Contractor will broadcast over the internet on [www.tarheelblue.com](http://www.tarheelblue.com) each women's basketball and baseball game that Contractor broadcasts over the radio.

## **EXHIBIT C**

### **HEAD FOOTBALL COACH, HEAD MEN'S BASKETBALL COACH, AND HEAD WOMEN'S BASKETBALL COACH TELEVISION SHOWS**

1. Contractor shall have the right to sell and secure promotional rights with respect to separate weekly football head coach, men's basketball head coach, and women's basketball head coach television programs during each sport's respective season. Each show shall be of first class technical and production quality and conform to broadcast quality standards of the television industry as such standards are commonly understood for network telecasts in the United States. The head coaches of football, men's basketball, and women's basketball shall be offered the opportunity to enter into a contract with Contractor to appear personally and participate in all of the television shows relating to that coach's sport. The Contractor shall offer the football, men's basketball, and women's basketball coaches, respectively, the opportunity to enter into separate contracts with Contractor for such shows.
2. Contractor agrees to comply with all applicable broadcast and student-athlete eligibility rules and regulations of the ACC and NCAA. The University reserves the right to amend or cancel this Exhibit in the event changes in ACC or NCAA regulations or rules necessitate such action in order to assure continued compliance by the University with such ACC or NCAA rules and regulations.
3. All subcontractor arrangements and publicity shall identify Contractor (by name) as third party, i.e., "presented by" or other terminology to disassociate the University from primary responsibility to other parties as to the arrangements, content, or financial obligation for the broadcasting activities.
4. Within thirty (30) days after the end of the applicable football, men's basketball, and women's basketball seasons, Contractor, at no cost to the University, shall furnish and deliver to the University Athletics Department a complete recording of each television program.
5. Costs and expenses associated with all material, equipment, labor, and facilities, including, without limitation, broadcast studio facilities, satellite charges, production elements, telephone lines, uplinking equipment, circuits, and call-in devices necessary for the production and broadcast of each television program will be allocated between the parties in accordance with Section 12.01 of this Agreement. Contractor, at its expense, shall secure all rights, clearances, releases, and licenses in all copyrighted materials and music used in connection with the shows and in respect to the rights of persons appearing on the show. Contractor agrees that the television shows shall be produced in Chapel Hill, North Carolina, unless produced in the city of an away game or otherwise agreed to by the parties hereto and the coach. The University Athletics Department agrees to provide to Contractor, upon request, nonfinancial assistance in securing clearances for the distribution of the television shows provided that any such request for assistance is deemed reasonable and appropriate by the University Athletics Department.



6. Contractor, at its expense, shall be responsible for providing all talent involved in the broadcast of the television programs. Contractor shall pay the salaries and travel and business expenses of all talent associated with the television programs. The University, at its expense, shall be responsible for the production, assembly and editing of the television programs.

7. As of the Effective Date, the parties anticipate that the minimum number of television shows per season for the football, men's basketball, and women's basketball head coaches will be as follows: football - fourteen (14) shows; men's basketball - twenty (20) shows; women's basketball - a minimum of ten (10) shows, for a total of a minimum of forty-four (44) shows. The shows will run during consecutive weeks. The last football show, other than a bowl show, will be aired on the Sunday following the final regular season football game. The last basketball show will be aired on the Sunday following the NCAA Basketball Championship game. The first football show will be scheduled after the above two dates are determined. One of the fourteen (14) football shows shall be devoted to an upcoming University bowl game or a recap of the football season. In each contract year, by a mutually agreed upon date, Contractor shall furnish to the University Athletics Department for approval, which approval shall not be unreasonably withheld, a production schedule and program format for the television shows and a broadcast schedule for the shows.

8. Each show will be thirty (30) minutes in duration and will be recorded. Each show will feature game highlights if a game has been played during the previous seven (7) days. Each Sunday's game highlights will include the game played the Saturday immediately prior to the Sunday the show is aired unless extraordinary time/travel conditions preclude this from occurring. Under such conditions, Contractor must obtain the approval of the University Athletics Department to delay those highlights until the following Sunday, and such approval will not be unreasonably withheld. In addition to game highlights, the shows will contain features and other material relevant to the respective sports program of University. In all cases, the format and content of the television programs will be mutually agreed upon by Contractor and the University Athletics Department and the participation requirements of each coach will be mutually agreed upon by Contractor and the respective coach. The University reserves the right to make final decisions concerning quality and on-air talent.

9. Contractor will be responsible for the distribution of the shows and will be responsible for clearing the head football coach and head men's basketball coach shows to air in a minimum of the following markets: (1) Raleigh-Durham; (2) Greensboro, Winston-Salem, High Point; (3) Wilmington; (4) Charlotte; (5) Greenville, New Bern, Washington; and (6) Asheville, NC. In addition, Contractor will use its best efforts to clear the head football and head men's basketball coach shows in the Tidewater region of Virginia. Contractor will be responsible for clearing the head women's basketball coach shows to air in the Raleigh/Durham/Chapel Hill area.

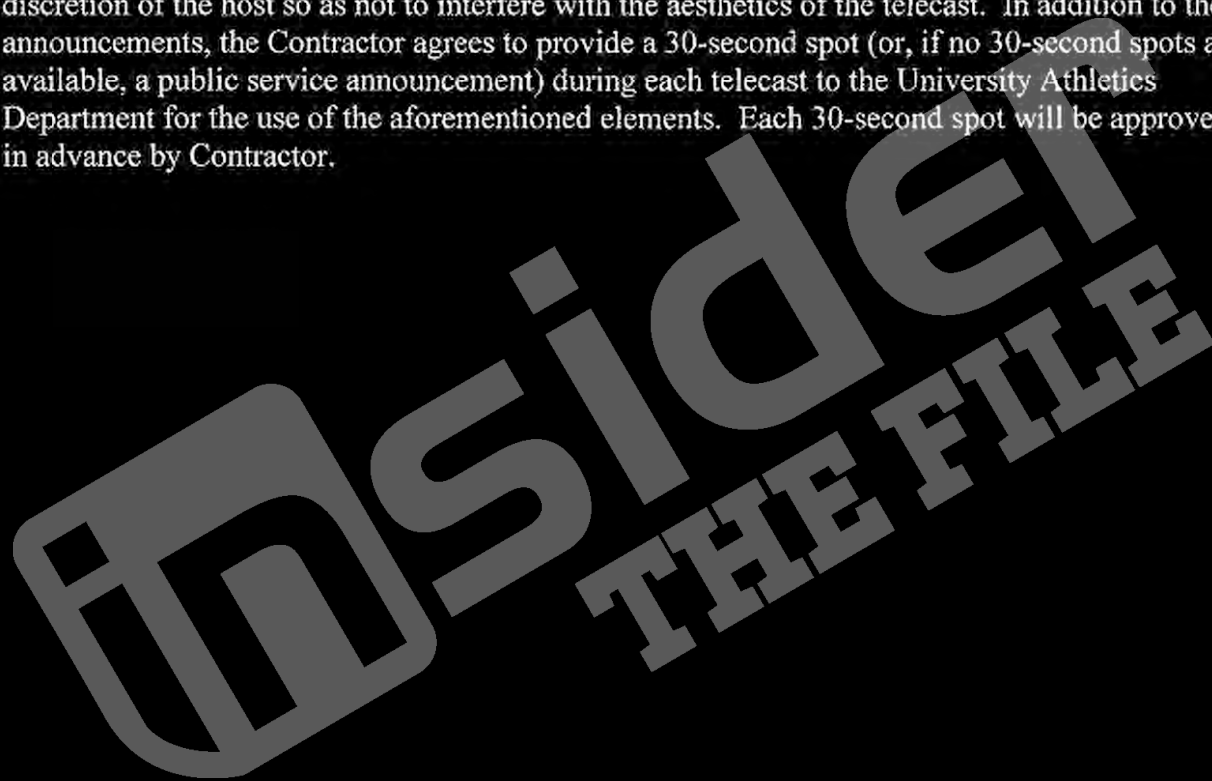
10. Clearance will also be aggressively pursued by Contractor on cable television systems as well as cable sports networks throughout the country which do not charge a fee for carrying a show of this type. When this type of "secondary" coverage is pursued, barter arrangements may be made by Contractor after consultation with the University Athletics



Department. The wishes of promotions partners who do not desire their commercials to be aired in states other than North Carolina will be respected by Contractor.

**11.** Except as otherwise provided in this Agreement, the Contractor shall have full rights to sell promotional rights in connection with the telecasts, and may make arrangements with third parties who may desire to incorporate commercial messages or promotions in such telecasts.

**12.** The Contractor shall, upon request from the University Athletics Department, include in each telecast a reference to the availability of tickets for an upcoming football, men's basketball, women's basketball, or other Olympic Sports game. These announcements, if requested, shall be very brief and utilized within an appropriate context of the show at the discretion of the host so as not to interfere with the aesthetics of the telecast. In addition to these announcements, the Contractor agrees to provide a 30-second spot (or, if no 30-second spots are available, a public service announcement) during each telecast to the University Athletics Department for the use of the aforementioned elements. Each 30-second spot will be approved in advance by Contractor.



## EXHIBIT D

### FOOTBALL AND MEN'S BASKETBALL COACHES' RADIO SHOWS

1. The Contractor shall offer the University football and men's basketball coaches the opportunity to enter into contracts with Contractor to obtain their rights to produce and to commercially distribute football and men's basketball coaches' radio shows and shall produce and commercially distribute such shows. These rights are separate from the coaches' pregame and postgame radio shows that are part of the radio play-by-play rights.
2. The Contractor must produce and distribute shows in accordance with the terms specified herein and shall not be excused from doing so merely by paying a rights fee.
3. The Contractor shall pay all costs associated with the shows.
4. The Contractor shall furnish a host for the shows at the Contractor's expense.
5. There shall be two (2) separate and distinct coaches' radio shows. The first shall be referred to as the "Live Call-In Show". The second shall be referred to as the "Daytime Recorded Show".
6. **Live Call-In Shows.**
  - 6.01. There shall be thirteen (13) football coach's shows and nineteen (19) men's basketball coach's shows for a total of thirty-two (32) shows. The thirty-two (32) shows shall run during consecutive weeks.
  - 6.02. Each show shall be sixty (60) minutes in duration and shall be "live" except when extraordinary circumstances require the show to be recorded. Under such circumstances, the show may be recorded with the approval of the University Athletics Department, which approval shall not be unreasonably withheld.
  - 6.03. Each show shall feature the head football or head men's basketball coach answering callers' questions. Assistant coaches may perform these services if the applicable head coach is unable or unwilling to perform the services.
  - 6.04. The host shall encourage a format which allows him/her to terminate each call after questions are asked. The purpose of this format is to discourage "regular" callers from tying up the lines by engaging in lengthy personal discussions with the coach.
  - 6.05. In addition, the show may contain features and other material relevant to the football or men's basketball programs of the University.
  - 6.06. In all cases and except as otherwise provided herein, the format and content of the radio program shall be mutually agreed upon by the Contractor and the University Athletics

Department and the participation requirements of the coaches shall be mutually agreed upon by the Contractor and the respective coaches.

**6.07.** The University Athletics Department reserves the right to make final decisions concerning the location used for the broadcast as well as the quality of the shows and the talent used.

**6.08.** The shows shall be cleared to air on radio stations in North Carolina. Every effort is to be made to clear the shows in a manner enabling any resident of the State of North Carolina to obtain a clear signal.

**6.09** The show shall be cleared for broadcast on a weekday evening which shall remain consistent during the year except when a University football or men's basketball game conflicts with the standard time. When this occurs, the show shall be moved to another evening during the week.

**6.10.** Air time may be bartered or purchased outright.

**6.11.** Except as otherwise provided in this Agreement, the Contractor shall have full rights to sell promotional rights for the broadcasts, and may make arrangements with third parties who may desire to incorporate commercial messages or promotions in such broadcasts.

**7. Daytime Recorded Shows.**

**7.01** There shall be sixty (60) football coach's shows and ninety-five (95) men's basketball coach's shows for a total of 155 shows. The shows shall run on consecutive weekdays (Monday through Friday).

**7.02** Each show shall be five minutes in duration and shall be recorded.

**7.03.** Each show shall feature the coach discussing a subject or aspect of his football or basketball program. Assistant coaches may perform these services if the applicable head coach is unable or unwilling to perform the services.

**7.04.** The full week's recordings shall be facilitated at one time at the coach's convenience which is usually preceding or following broadcast of the "live" radio show. Content from football press conferences and men's basketball press conferences may be used for the daytime shows.

**7.05.** The format and content of the program will be mutually agreed upon by the Contractor and the University Athletics Department, and the participation requirements of the coaches will be mutually agreed upon by the Contractor and the respective coaches.

**7.06.** The University Athletics Department reserves the right to approve final decisions concerning the location used for the recordings as well as the quality and on-air talent.

7.07. Contractor will use its best efforts to secure clearance of the shows on radio stations in a manner enabling any resident of the State of North Carolina to obtain a clear signal.

7.08. The shows shall be cleared for broadcast during morning drive time and/or during afternoon drive time. Contractor will use its best efforts to encourage stations to run the shows during morning drive time.

7.09. Air time may be bartered or purchased outright.

7.10. Except as otherwise provided in this Agreement, the Contractor shall have full rights to sell promotional rights for the broadcasts, and may make arrangements with third parties who may desire to incorporate commercial messages or promotions in such broadcasts.

8. The Contractor shall have the exclusive right to produce the programming described herein except as otherwise noted.

9. The Contractor shall, upon request from the University Athletics Department, include in the coaches' shows a reference to the availability of tickets for an upcoming football or men's basketball game. These announcements, if requested, shall be very brief and utilized within an appropriate context of the show at the discretion of the host so as not to interfere with the aesthetics of the broadcast.

10. **Satellite Radio.** Contractor will use its best efforts to actively pursue satellite radio technology for distribution of these shows, and will find avenues to incorporate the athletic department radio inventory into these broadcasts.



## **EXHIBIT E**

### **WOMEN'S BASKETBALL AND BASEBALL COACHES' RADIO SHOWS**

1. The Contractor shall offer the University's head women's basketball and baseball coaches the opportunity to enter into contracts with Contractor to obtain their rights to produce and commercially distribute women's basketball and baseball coaches' radio shows, and shall produce and commercially distribute such shows. These rights are separate from the coaches' pregame and postgame radio shows that are part of the play-by-play rights. The Contractor shall pay all costs associated with the shows, including furnishing a host for the shows at Contractor's expense.
2. There will be a minimum of ten (10) women's basketball coach's shows and a minimum of ten (10) baseball coach's shows. The women's basketball coach's show will air weekly beginning December 1, and will continue through one week following the season's conclusion. The baseball coach's show will air weekly beginning February 15, and will continue through one week following the season's conclusion.
3. Each show will be thirty (30) minutes in duration and will be "live" except when extraordinary circumstances require the show to be recorded. Under such circumstances, the show may be recorded with the approval of the University Athletics Department, which approval shall not be unreasonably withheld. Each show will feature the head women's basketball or head baseball coach discussing the past week's games and the upcoming opponents. The University Athletics Department reserves the right to approve final decisions concerning the location used for the broadcast as well as the quality of the shows and the on-air talent used.
4. The Contractor will use its best efforts to clear broadcast coverage on a radio station (or stations) that clear Orange, Durham and Wake counties of North Carolina. The Contractor shall use its best efforts to increase the coverage of the coaches' radio shows over the course of the Agreement.
5. The Contractor will obtain clearance for the shows to be broadcast on a weekday evening which will remain consistent during the year except when a University basketball or baseball game conflicts with the standard time. When this occurs, the show will be moved by the Contractor to another evening during the week.
6. Air time for the shows may be bartered or purchased outright by the Contractor. Except as otherwise provided in this Agreement, the Contractor shall have full rights to sell promotional rights for the broadcasts, and may make arrangements with third parties who may desire to incorporate commercial messages or promotions in such broadcasts.
7. The format and content of the program will be mutually agreed upon by the Contractor and the University Athletics Department, and the participation requirements of the coaches will be mutually agreed upon by the Contractor and the respective coaches.

8. The format and content of the program will be mutually agreed upon by the Contractor and the University Athletics Department, and the participation requirements of the coaches will be mutually agreed upon by the Contractor and the respective coaches.



**EXHIBIT F**  
**GAME PROGRAMS**

1. The Contractor agrees to design, layout, and print game programs for football and men's basketball. The programs shall be comparable to those previously produced for the University. The Contractor shall select a printer and charge a fee to the public to purchase the program at a rate that will be agreed to by the University Athletics Department.

2. Except as otherwise provided in this Agreement, the Contractor shall have full rights to sell all promotional rights in the game programs, and may make arrangements with third parties who may desire to incorporate commercial or other promotional messages in such programs.

3. Editorial content for the game programs will be provided by the University Athletics Department.

4. The Contractor shall produce a game program for each home football game and shall produce five to seven programs during the men's basketball season on a schedule agreed to by the University Athletics Department. The football game program covers will be printed three (3) covers per time, twice each season.

5. The football and men's basketball game program must include at least sixty-four (64) pages of editorial copy plus a full color cover. Eight (8) of those sixty-four (64) pages will include complimentary space for University messages and promotions.

6. The trim size of the programs shall be 8.5x11". The programs must have paper stock of at least 60# gloss text and 60# gloss cover plus coating.

7. The University may change up to fifteen (15) pages plus the cover for each edition of the football program and up to twelve (12) pages plus the cover for each edition of the men's basketball program.

8. The Contractor agrees to print a minimum of 3,250 football programs per home game, including 1,025 that it will provide free of charge to the University for game-related use.

9. The Contractor agrees to print a minimum of 1,250 men's basketball programs per home game, including 225 that it will provide free of charge to the University for game-related use.

## EXHIBIT G

### INTERNET RIGHTS

1. Internet rights shall be defined as the rights and responsibility to maintain the University Athletics Department's official site on the World Wide Web. The rights and responsibilities relative to this site will be specified in this exhibit.

2. **Responsibility of Contractor.**

2.01. Contractor will produce, or cause to be produced, one website.

2.02. The content for such site will be provided by the Athletics Communications Office and the New Media Department of the Athletics Department. It will be the responsibility of the Contractor to update this site daily, as defined below, with all such new content.

3. Except as otherwise provided in this Agreement, the Contractor shall have full rights to sell promotional rights for the site, and may make arrangements with third parties who may desire to incorporate commercial messages or promotions on the site. The University Contract Manager will approve the quantity and content of all advertising to be placed on the site.

4. If at any point prior to or during the term of this Agreement, Contractor has acquired or acquires rights to an URL, domain name, or other mark relating to University, Contractor will work with the University Athletics Department to assure coordination and will not maintain any website or domain in competition with what is designated by University to be the official site of University athletics, referred to in this Exhibit. At the expiration of this Agreement, Contractor will transfer all its right, title, and interest in such website or domain or similar identifier or mark to University without charge.

5. The University Athletics Department reserves the right to approve the quality of the content of the internet site(s) described in this Exhibit, including any University-related website or domain name owned by Contractor, as well as any talent and anyone providing copy for such website(s).



## EXHIBIT H

### ELECTRONIC VENUE SIGNAGE

1. The Contractor will be allowed to sell sponsorship rights for video features on the videoboards and LED boards in Kenan Stadium, Smith Center, Carmichael Auditorium, Boshamer Stadium, and Henry Stadium, subject to the restrictions below.
2. All features appearing on electronic venue signage must be University related and the content should involve only University topics. These features will be fan enhancement features, and shall be designed and approved in conjunction with the University Athletics Department and Contractor. Contractor shall submit all proposed features to the University Contract Manager by: (i) August 1 for features to appear during the fall sports season, (ii) October 1 for features to appear during the winter sports season, and (iii) January 1 for features to appear during the spring sports season. These in-game features will not necessarily run during timeouts, but at convenient times throughout the game. Except as otherwise expressly permitted in this Exhibit, LED Board features will include a sponsor logo on no more than 20% of the graphic and will be incorporated with a fan enhancement message.
3. Only the company name will be mentioned during the audio portion of each feature, and only the company name or logo will be visible on the video screen. No slogans or advertising pitches will be allowed.
4. For football games at Kenan Stadium, the Contractor will be allowed the following:
  - (a) Sixteen (16) videoboard features, nine (9) of which shall include instant replays with sponsor name or logo impressions on videoboards; and
  - (b) Two (2) LED board features on the fascia LED boards between the Upper and Lower Levels.
  - (c) Seventy two (72) sponsored replays per football game. These logos may be held on the screen no more than five (:5) seconds before and after each replay.
5. For men's basketball games at the Smith Center, the Contractor will be allowed the following:
  - (a) Eleven (11) videoboard features, seven (7) of which shall be the appearance of sponsor logos on videoboards during free throws; and
  - (b) Two (2) LED board features on the fascia LED boards between the Upper and Lower Levels
  - (c) One (1) Courtside LED board sponsor, which may occupy a maximum of 35% of the in game Courtside LED board time. Beginning on July 1, 2013 and continuing thereafter, the number of such Courtside LED board sponsors available to the Contractor shall increase to three (3), which collectively may occupy a maximum of 90% of the in game Courtside LED board time. Only a sponsor's name or logo can be displayed (no other messages) on the Courtside LED board.

(d) Forty (40) sponsored free throws per basketball contest. These logos may be held on the screen no more than five (:5) seconds before and after each replay. If there are fewer than forty (40) free throws in any game, the time at the beginning and at the end of timeouts may also be used for the display of sponsor logos to make up for the shortfall and to ensure equal distribution of logo impressions throughout the basketball contest.

6. For women's basketball, volleyball, gymnastics and wrestling contests at Carmichael Auditorium, the Contractor will be allowed the following:

(a) Up to two (2) sponsored features on LED Board Electronic Signage

7. For baseball games at Boshamer Stadium, the Contractor will be allowed the following:

(a) Up to two (2) sponsored features on Videoboard Electronic Signage

8. For field hockey games at Henry Stadium, the Contractor will be allowed the following:

(a) Up to two (2) sponsored features on Videoboard Electronic Signage

9. No commercial messages will be allowed on electronic signage.

10. The Contractor will, in conjunction with the University Athletics Department, produce these sponsored features.

11. The Contractor will have the right to sell sponsorships rights on the videoboards and LED boards, subject to recognition of the rights already granted to Wachovia and subject to the University's right to implement sponsorships to fulfill obligations to local newspapers. Apart from sponsorships expressly permitted by this Exhibit, it is understood that the University will have sole authority on content and production pertaining to the videoboards and the LED boards.

## **EXHIBIT I**

### **NEW MEDIA**

1. The Contractor shall have the exclusive right to sell and secure promotional rights in connection with the following new media inventory (the "New Media Shows"):

- (a) Inside the Huddle with Butch Davis;
- (b) Inside Carolina Basketball with Roy Williams;
- (c) Inside Carolina Basketball with Sylvia Hatchell;
- (d) Signing Day Live; and
- (e) Tar Heel Tip Off.

2. The University shall be responsible for the production, assembly and creation of the New Media Shows.

3. The football, men's basketball, and women's basketball coaches, respectively, shall be offered the opportunity to enter into separate contracts with Contractor for such New Media Shows.

4. The University reserves the right to amend or cancel this Exhibit in the event changes in ACC or NCAA regulations or rules necessitate such action in order to assure continued compliance by the University with such ACC or NCAA rules and regulations.

5. Contractor shall allow the University to access and use, free of charge, all of Contractor's material, equipment and facilities, including, without limitation, broadcast studio facilities, production elements, telephone lines, uplinking equipment, circuits, and call-in devices possessed by the Contractor for the media productions produced by the Contractor under this Agreement.

6. Clearance will also be aggressively pursued by Contractor on cable television systems as well as cable sports networks throughout the country which do not charge a fee for carrying a show of this type. When this type of "secondary" coverage is pursued, barter arrangements may be made by Contractor after consultation with the University Athletics Department. The wishes of promotions partners who do not desire their commercials to be aired in states other than North Carolina will be respected by Contractor.

7. Except as otherwise provided in this Agreement, the Contractor shall have full rights to sell promotional rights in connection with the telecasts, and may make arrangements with third parties who may desire to incorporate commercial messages or promotions in such telecasts.