



UNIVERSITY OF SOUTH CAROLINA

AMENDMENT NO. 3 TO SOLICITATION

TO: ALL VENDORS

FROM: Charles Johnson, Procurement Manager

SUBJECT: SOLICITATION NUMBER: USC-RFP-2527-CJ

DESCRIPTION: Management Services for the Colonial Center at The University of South Carolina

DATE: February 19, 2014

This Amendment **No.3** modifies the Requests for Proposals only in the manner and to the extent as stated herein.

Attachments

BIDDER SHALL ACKNOWLEDGE RECEIPT OF AMENDMENT **NO. 3** IN THE SPACE PROVIDED BELOW AND RETURN IT WITH THEIR BID RESPONSE. FAILURE TO DO SO MAY SUBJECT BID TO REJECTION.

Authorized Signature

Name of Offeror

Date

5. Colonial Center name and/or logo will be placed in-ice in locations similar to those on the Arena basketball court when the ice floor is used for an event (when possible).
6. Colonial Center name and/or logo will be placed on suite holder door identification signs.
7. Colonial Center name and/or logo will be placed on Welcome Center signage inside the front atrium.
8. For all events, all Arena service personnel will wear a nametag or patch bearing the Colonial Center name and/or logo.
9. Colonial Center name and/or logo will be placed on all interior Arena directional signage (when possible).
10. Colonial Center name and/or logo will be placed on all souvenir cups sold in concessions areas and used in suites and club areas.
11. Colonial Center name and/or logo will be placed on University basketball tickets and basketball ticket jackets, tickets for other Arena events (when possible), Arena fax cover sheets, and Arena-related stationary.
12. Colonial's name and/or logo will be embedded on a minimum of four (4) and a maximum of eight (8) replays per University men's basketball game on the Arena video board, plus bonus time on the center hung LED boards as may be available.
13. A minimum of one (1) video feature per University men's or women's basketball game featuring Colonial. Each feature shall be a minimum of 15-20 seconds in length.
14. For every University basketball game that occurs at the Colonial Center, there shall be two (2) public address announcements, one of which shall state "Welcome to the Colonial Center" and one of which shall state "Thank you for coming to the Colonial Center".
15. Colonial's name and/or logo will appear in connection with one (1) concourse level billboard and one (1) historical moment advertising panel at no charge throughout the Term of the Agreement.

C. Williams-Brice Stadium Signage

Colonial's name and/or logo will appear at Williams-Brice Stadium as follows:

1. On four (4) rotational hustle boards inside Williams-Brice Stadium. The number of times Colonial appears on each hustle board will be mutually agreed upon by the parties.
2. A minimum of five (5) replays per University home football game on the video board with Colonial's name and/or logo embedded.
3. One (1) video feature (approximately 15-20 seconds in length) on the video board at each University home football game, except for games held in 2003. For 2003, Colonial name and/or logo shall appear on a spirit bumper a minimum of three (3) times per game.
4. On any new exterior marquee at Williams-Brice Stadium. It is understood and agreed that currently there exists a City of Columbia zoning regulation

prohibiting logos and names of entities that do not do business (provide the sale of goods, products or services) within the facility from appearing on the facility's marquee. The University shall seek an exemption from the City to allow it to display Colonial's name and/or logo on the marquee. If an exemption is obtained, Colonial's name and/or logo shall be included on the marquee. Until such time as the exemption is granted, if ever, Colonial's name and/or logo will appear on signage on the exterior of Williams-Brice Stadium. The location of such exterior signage will be on the northwest ramp of the Stadium, if space is available. If space on the northwest ramp is not available, the exterior signage will be on the southwest ramp of the Stadium until such time as space on the northwest ramp becomes available.

D. Media-Related Exposure; Print Recognition.

1. A media relations campaign will be developed and implemented by the University and ASM with Colonial's input and approval. The campaign shall include a master timeline and deliverables from the University, ASM, Global Spectrum Management Company, and Colonial.
2. A press conference/celebration announcing Colonial as the naming rights holder and sponsor of the University will occur either at the Colonial Center or Colonial's corporate offices at 1200 Colonial Life Boulevard in Columbia, South Carolina. The press conference/celebration will include representatives and senior management from Colonial, as well as the University pep band, cheerleaders and Cocky.
3. The University will consistently refer to the Arena as the "Colonial Center" and will make reasonable and diligent efforts to require that University-related entities (e.g. Alumni Association) and entities with whom the University contracts for services (e.g., Global Spectrum and ASM) consistently refer to the Arena as the Colonial Center.
4. University-controlled contracts permitting broadcast of University basketball games within the Colonial Center shall include language directing that broadcast personalities and the broadcasts refer to the Arena as the "Colonial Center".
5. For all press conferences held at the Arena, and for all press conferences controlled by the University announcing University events to take place at the Arena, the speaker's podium or table will prominently reflect the Colonial Center name and/or logo.
6. For all press conferences controlled by the University announcing non-University events to take place at the Arena, the speaker's backdrop shall prominently reflect the Colonial Center name and/or logo.
7. All promotional radio and television commercials and announcements purchased by the University promoting non-University events in the Colonial Center shall contain the Colonial Center name and/or logo.
8. For the duration of the ASM/WLTX-TV relationship, there shall appear on any weekly Gamecock football and basketball game preview - review television segment a "Colonial defensive play (or player) of the game". In

the event the ASM/WLTX-TV relationship terminates prior to the expiration of this Agreement, then Colonial will enjoy the same benefit as stated in this Section D(8) with respect to any new broadcast partner selected by ASM to broadcast a weekly Gamecock football and basketball game preview – review television segment.

9. The Colonial Center or the Colonial Center logo will be displayed on the backdrop of the University basketball coach's television show.
10. The University shall establish a website for the Arena with the domain name "www.thecolonialcenter.com" ("Colonial Center Website"). Ownership of the website and domain name shall at all times remain with the University.
11. There shall be a prominently placed link from the Colonial Center Website to Colonial's corporate website: "www.coloniallife.com"
12. There shall be a prominently placed link from "www.uscsports.com" to Colonial's corporate website: "www.coloniallife.com."
13. The Colonial Center logo or Colonial's name and/or logo shall be placed prominently within the following printed materials:
 - (a) All print advertisements purchased by the University that promote athletics events or commercial events at the Arena.
 - (b) A full-page advertisement for Colonial in all game programs for University men's and women's home basketball games, and other basketball games in the Arena for which programs are produced and controlled by University Athletics.
 - (c) A full-page advertisement for Colonial in all programs for University home football games.
 - (d) In the event the University produces a game program for University home baseball, men's soccer or women's soccer games, a full-page advertisement for Colonial shall appear in such program(s).
 - (e) Press releases announcing or pertaining to Colonial Center events.
 - (f) The University shall purchase a one (1) page advertisement announcing the University - Colonial partnership and Arena naming in the University Alumni publication.
 - (g) The University shall mail to all Gamecock Club members a special announcement of the University - Colonial partnership and Arena naming.
 - (h) Within two weeks of the announcement of the University - Colonial relationship and Arena naming, a prominently placed feature article shall be included within "Spurs and Feathers".
 - (i) Within the above-referenced "Spurs and Feathers" feature article there shall be included a one (1) page story or interview involving or focused upon Colonial. Within this space, Colonial will be entitled to write an op-ed styled article offering the reasons it chose to invest in the Arena as the naming rights partner.
 - (j) Annually, in an edition of "Spurs and Feathers" immediately prior to or during football season, there shall be included a one (1) page

story or interview involving or focused upon Colonial and its partnership with the University.

E. Additional Benefits.

1. The use of one (1) executive suite located at center court of the Arena, to include 18 suite tickets to all University athletics events in the Colonial Center during the term of this Agreement.
2. Six (6) lower level and eight (8) upper level tickets for all University men's and women's regular season basketball games. The location of the seats shall be mutually agreed upon by the University and Colonial. Colonial shall be advised of the location of the seats prior to the execution of this Agreement.
3. Fifty (50) complimentary tickets to five (5) different University men's and women's home basketball games, as designated by the Athletics Department. At least one of the designated games shall be against a Southeastern Conference opponent.
4. Two (2) rent-free event nights accommodating up to fifty (50) people in one (1) of the Arena's entertainment suites, with one (1) such event night to occur during a University athletics event (which may be used in association with Section E(3) herein), and one (1) such event night to occur during a non-University athletics event. The event nights shall be mutually agreed upon by the University and Colonial. Colonial shall be responsible for paying all direct costs, including but not limited to food and beverage costs, associated with its use of the entertainment suites. Colonial shall also be responsible for purchasing tickets to the non-University athletics event for each person making use of the entertainment suite.
5. One (1) rent-free event night in the Frank McGuire Room. The event night shall be mutually agreed upon by the University and Colonial; provided, however, (i) Colonial shall not make use of the Frank McGuire Room on the date of any University men's basketball game or in connection with any event for which use of the Frank McGuire Room is a required element in the lease agreement for such event; (ii) Colonial shall provide the University with its event choice prior to October 1 each year; (iii) if an event acceptable to Colonial does not exist as of October 1, then Colonial shall be offered the right of first refusal on subsequent events as they are secured by the Arena manager. Colonial shall be responsible for paying all direct costs, including but not limited to food and beverage costs, associated with its use of the Frank McGuire Room. Colonial will also be responsible for purchasing a ticket to the event for each person making use of the Frank McGuire Room.
6. Ten (10) parking passes in the covered parking area or other parking area closest to the Colonial Center, as designated by the University.
7. Rent-free use of the Colonial Center four (4) days each year. The dates of such use shall be mutually agreed upon by the University and Colonial. Colonial shall be responsible for paying all direct costs, including but not

limited to food and beverage costs and energy costs, associated with its use of the Colonial Center.

8. Two (2) "Hospitality" badges for all University men's and women's home regular season basketball games.
9. The new recruiting room in the Arena shall be designated as the "Colonial Room" or named for a previous official of Colonial designated by Colonial. A plaque or other appropriate signage containing the name of the room and Colonial's name and/or logo will be placed on or adjacent to the door of the room. Colonial shall be allowed liberal, rent-free use of the room during normal business hours (8:30 a.m. to 5:00 p.m.); provided, however, the dates of Colonial's use shall be mutually agreed upon by the University and Colonial and shall not interfere with the University's need for the room. Colonial shall be responsible for paying all direct costs, including but not limited to food and beverage costs, associated with its use of the room.
10. Rent-free use of the Frank McGuire Room for meetings during normal business hours (8:30 a.m. to 5:00 p.m.); provided, however, the dates of Colonial's use shall be mutually agreed upon by the University and Colonial so as not to conflict with facility events or the needs of the University, and shall be not less than once per calendar quarter. Colonial shall be responsible for paying all direct costs, including but not limited to food and beverage costs, associated with its use of the room.
11. Colonial shall lease Suite 10 (located at mid-field) on the west side of Williams-Brice Stadium pursuant to the terms of Paragraph 3(c) of the Agreement. Colonial shall receive all suite holder amenities normally provided by the University, including parking privileges and hospitality provisions, as well as twenty-four (24) suite tickets to each University home football game, and shall be subject to the obligations and limitations imposed upon other suite holders at Williams-Brice Stadium.
12. In the event Williams-Brice Stadium is expanded to include additional suites, Colonial shall have the right of first choice to change suite locations and select from among the new suites. Should Colonial choose to change suite locations, the financial terms associated with the lease of the new suite shall be negotiated by the University and Colonial. Colonial's right of first choice is subordinate only to the rights afforded to a Stadium expansion naming rights holder, if such applies.
13. One (1) hospitality event accommodating sixteen (16) people at one (1) University home football game each season involving an SEC opponent, or such other opponent as may be mutually agreed upon by the University and Colonial, including tickets to such football game. The location of the seats shall be mutually agreed upon by the University and Colonial.
14. Colonial shall be allowed to purchase at half-price each year up to two hundred (200) tickets to a University home football game designated by the University. A minimum of one-hundred (100) tickets will be located in the lower level of Williams-Brice Stadium. Colonial officials and guests attending the game will be welcomed via the Stadium's video board.

15. One (1) table for eight (8) at "Lunch with Lou" or similar head football coach's pre-game luncheon. This table is to be located within three (3) tables of the dais.
16. One (1) rent-free event at "The Zone" each year on a date mutually agreed upon by the University and Colonial. Colonial shall be responsible for paying all direct costs, including but not limited to food and beverage costs and the cost of Stadium lighting (if requested by Colonial), associated with its use of "The Zone". As of the effective date of this Agreement, the cost of Stadium lighting shall be \$350.00, such cost to increase by \$50.00 on October 1st of the second, fourth, sixth, eighth, tenth, and twelfth Contract Year of this Agreement.
17. Colonial shall be provided the opportunity to purchase up to ten (10) tickets from the University allotment for all away University regular season football games.
18. One (1) halftime contest/promotion each season during a University men's regular season basketball game and a women's regular season basketball game. The contest/promotion shall be subject to Colonial's approval.
19. The University's annual spring academic awards (athletics) ceremony shall be named in honor of Colonial.
20. Use of the Colonial Center in Colonial's television or print commercials, subject to the approval of the University, which approval shall not be unreasonably withheld.
21. Sponsorship of one (1) non-University athletics event at the Arena each year. The event shall be mutually agreed upon by the University and Colonial.
22. Colonial shall receive the opportunity to purchase forty (40) priority tickets to concerts, family shows and other non-University athletics events held at the Colonial Center, subject to the ability of the Arena manager to secure permission from the event promoter to pre-sell tickets for such purpose.

NOTICE IS HEREBY GIVEN PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT, S.C. CODE ANN. § 15-48-10(a), THAT CERTAIN PROVISIONS OF THIS AMENDED AND RESTATED EDUCATION SPONSORSHIP AGREEMENT ARE SUBJECT TO MANDATORY ARBITRATION TO BE CONDUCTED IN ACCORDANCE WITH THE COMMERCIAL RULES OF PRACTICE AND PROCEDURE OF THE AMERICAN ARBITRATION ASSOCIATION, TO THE EXTENT OTHER PROCEDURES ARE NOT PROVIDED HEREIN.

Amended and Restated Education Sponsorship Agreement

This Amended and Restated Education Sponsorship Agreement, (the “**Agreement**”) which takes effect as of August 1, 2009 (“**Effective Date**”) and continues through July 31, 2017 (the “**Extended Term**” or as sometimes referred to as the “**Term**”) is made by and among the following parties:

- **THE COCA-COLA COMPANY**, by and through its Coca-Cola North America division, a Delaware corporation (the “**Company**”);
- **CCBCC OPERATIONS, LLC**, a Delaware limited liability company (the “**Bottler**”);
- **UNIVERSITY OF SOUTH CAROLINA**, a not-for-profit educational institution organized under the laws of South Carolina (“**University**”) acting by and through its Department of Athletics;
- **ACTION SPORTS MEDIA, INC.**, a Washington corporation (“**ASM**”); and
- **GAMECOCK SPORTS PROPERTIES, L.L.C.**, a Missouri limited liability company (“**GSP**”).

The term “**Sponsor**” refers to Company and Bottler, collectively. The term “**Rights Holders**” refers to ASM and GSP, collectively. For other defined terms herein, see **Exhibit A**.

1. Background and Scope

- 1.1 **Extended Term.** Company, Bottler, University and ASM entered into that certain Education Sponsorship Agreement, dated August 1, 2001, (the “**Former Athletics Agreement**”). While the Former Athletics Agreement originally granted Sponsor rights to be the exclusive Beverage sponsor of University Athletics for an original term through July 31, 2011, as of the Effective Date above and pursuant to this Agreement, Sponsor’s rights shall now continue through July 31, 2017.
- 1.2 **Rights Holders.** ASM joins in the execution of this Agreement as the exclusive holder of certain Beverage rights at all Athletics Facilities, and all signage rights at University for football and basketball (the “**Signage Rights**”), and GSP joins in the execution of this Agreement as the exclusive holder of all multi-media rights for University Athletics, excluding Signage Rights (the “**Multi-Media Rights**”). University represents and warrants to Sponsor that, pursuant to separate contractual arrangements, ASM and GSP have been

designated as, and as of the Effective Date are, the exclusive holders of the Signage Rights and the Multi-Media Rights, respectively. Pursuant to that certain Management Services Agreement entered into by ASM and GSP in February 2008 (the "MSA"), GSP has agreed to provide certain management, accounting, fulfillment and sales services to, and on behalf of, ASM. Notwithstanding anything in this Agreement to the contrary and in consideration of the MSA, the Parties acknowledge and agree that ASM may delegate and subcontract the performance of any of its obligations hereunder to GSP; provided, however, that in no event shall any such delegation or subcontracting relieve ASM of (i) any of its obligations under this Agreement or (ii) ASM's responsibility for any of its obligations that are performed by GSP. ASM shall at all times be responsible for the acts, omissions, failures and faults of GSP as fully as if they were the acts, omissions, failures and faults of ASM. For the convenience of the Parties, a letter from a fifty percent (50%) owner of both of the Rights Holders that generally describes the relationship between, and the respective rights of, the Rights Holders is attached hereto as **Exhibit H**.

1.3 Amendment & Restatement. In conjunction with (i) adding GSP as a Party hereto, (ii) documenting the Extended Term, (iii) modifying and clarifying certain terms and conditions and (iv) desiring to better facilitate the day-to-day administration of the relationship among the Parties, the Parties have deemed it advisable and in their best interest that the Former Athletics Agreement be amended and restated in its entirety. The Parties hereby confirm, acknowledge and agree that, as of the Effective Date, the Former Athletics Agreement is hereby amended and restated in its entirety and continued in the form of, and superseded by, this Agreement. For purposes of clarity and avoidance of doubt, this Agreement continues the Former Athletics Agreement in full force and effect, but only as hereby amended and restated herein.

1.4 Agreement Scope. Under this Agreement, Sponsor will be the exclusive Beverage sponsor of University for the Extended Term for such portion of the University that concerns its athletics department, including its Teams, University Athletics, and Athletics Facilities with exclusive Beverage availability rights and marketing rights on the terms and conditions -- and subject to the limitations and exceptions -- described below. This Agreement is among the Parties only, and nothing contained herein shall preclude or limit University's right to sell, dispense or serve Competitive Products, or otherwise affiliate with or accept sponsorships from companies producing Competitive Products, other than with respect to University Athletics, Teams and Athletic Facilities.

2. Fees and Other Payments

2.1 Sponsorship Fees. The Parties acknowledge and agree that all Sponsorship Fees otherwise due and payable by Sponsor to ASM under the Former Athletics Agreement for Years One through Eight were paid in full by Sponsor to ASM in the following amounts:

Agreement Year One (i.e., Aug 1, 2001-Jul 31, 2002):	\$335,000
Agreement Years Two – Eight (i.e., Aug 1, 2002-Jul 31, 2009):	\$565,000 per Agreement Year
Subtotal Paid for Agreement Years One-Eight:	\$4,290,000

In consideration for the rights granted to Sponsor under this Agreement, Sponsor agrees to pay GSP the “**Sponsorship Fees**” for each Agreement Year as described below:

Agreement Year Nine (i.e., Aug 1, 2009-Jul 31, 2010):	\$705,000
Agreement Year Ten (i.e., Aug 1, 2010-Jul 31, 2011):	\$680,000
Agreement Year Eleven (i.e., Aug 1, 2011-Jul 31, 2012):	\$700,000
Agreement Year Twelve (i.e., Aug 1, 2012-Jul 31, 2013):	\$721,000
Agreement Year Thirteen (i.e., Aug 1, 2013-Jul 31, 2014):	\$742,000
Agreement Year Fourteen (i.e., Aug 1, 2014-Jul 31, 2015):	\$765,000
Agreement Year Fifteen (i.e., Aug 1, 2015-Jul 31, 2016):	\$788,000
Agreement Year Sixteen (i.e., Aug 1, 2016-Jul 31, 2017):	\$811,000
Subtotal to be Paid for Agreement Years Nine-Sixteen:	\$5,912,000
Total:	\$10,202,000

Sponsorship Fees for Year Nine will be paid upon receipt of invoice contemporaneously with the execution of this Agreement by the Parties. Sponsorship Fees for Years Ten through Sixteen will be paid in the amounts indicated above in quarterly installments on or before October 30, January 30, April 30 and July 31 of each Agreement Year; provided, however, Sponsorship Fees for Year Ten due and owing on October 30 and January 30 of such Agreement Year will be paid upon receipt of invoice contemporaneously with the execution of this Agreement by the Parties.

Company and Bottler will each pay 50% of each installment of the Sponsorship Fees. GSP shall deliver separate invoices to Company and Bottler at their respective addresses indicated below in this Agreement for their respective shares of the Sponsorship Fees at least thirty (30) days before payment is due, except with regard to the ~~Immediate Payment~~ ^{S DUE UPON EXECUTION OF THE AGREEMENT} for which GSP will deliver separate invoices to Company and Bottler contemporaneously with the execution of this Agreement execution as indicated above. Notwithstanding any provision of this Agreement to the contrary, if either Company or Bottler fails to pay (the “**non-paying Party**”) its share of any installment of the Sponsorship Fees when due, GSP shall provide written notice to the other Party (the “**paying Party**”), which shall have the right, but not the obligation, to pay the non-paying Party’s share of the Sponsorship Fee no later than forty-five (45) days after its receipt of such written notice from GSP. The non-paying Party shall reimburse the paying Party for such share immediately upon demand by the paying Party. Notwithstanding the foregoing, neither Company nor Bottler shall be liable to GSP or University for the non-paying party’s failure to pay any installment of the Sponsorship Fees when due.

2.2 Water Sponsorship Fees. The Parties acknowledge and agree that, under the Former Athletics Agreement, in addition to the Sponsorship Fees paid by Sponsor to ASM for Years One through Eight, Sponsor paid ASM, in full, separate water sponsorship fees (the “**Water Sponsorship Fees**”) in the amount of Twenty-Thousand Dollars (\$20,000) for each Agreement Year One through and including Agreement Year Eight for a total of Three Hundred and Twenty Thousand Dollars(\$320,000). The Parties further acknowledge and agree that, for Agreement Year Nine through and including Agreement Year Sixteen, the Water Sponsorship Fee is included in the Sponsorship Fees and no additional payments are required for those rights.