

Exhibit D-2

<u>Venue</u>	<u>30-Jun-16 *Gross Sales*</u>	<u>30-Jun-15 Gross Sales</u>	<u>30-Jun-14 Gross Sales</u>	<u>Average Gross Sales</u>	<u>2016 Fall Football</u>
Williams Brice Stadium	1,040,856	1,633,804	1,599,240	1,424,633	1,140,064
Home Football Games	970,179	1,580,074	1,535,268	1,361,840	1,140,064
Spring Football Game	25,901	23,642	31,845	27,129	
High School FB State Championships	44,777	30,088	32,127	35,664	
AMT RECEIVED FROM SUBCONTRACTORS	89,704	112,524	116,398		97,234
CATERING REVENUES	NA	NA	NA		NA
TOTAL DISCOUNTED SALES		25,450	26,435		2,870
Founders Park	525,167	360,848	646,041	510,685	
Home Regular Season	432,111	360,848	569,665	454,208	
Host-Regionals	64,707	n/a	76,376	47,028	
Host-Super Regionals	28,350	n/a	n/a	9,450	
AMT RECEIVED FROM SUBCONTRACTORS	44,009	18,351	54,311		
SUITE REVENUES	64,822	54,905	87,452		
CATERING REVENUES	3,195	3,375	0		
TOTAL DISCOUNTED SALES	39,408	35,680	33,725		
Volleyball	4,183	5,988	3,710	4,627	
Softball	23,810	26,477	34,117	28,134	
Soccer-Men & Women	12,910	18,299	13,175	14,795	
Other- Tennis/BeachVB/Equestrian	6,850	24,345	8,205	13,133	
TOTALS	1,613,776	2,069,761	2,304,488	1,996,008	

Colonial Life Arena	1,573,069	1,722,302	1,443,878	1,579,750
Men's Basketball	370,108	248,314	205,302	274,575
Women's Basketball	354,832	309,832	114,644	259,769
Concerts, Shows, Non-athletic Events	848,129	1,164,156	1,123,932	1,045,406
AMT RECEIVED FROM SUBCONTRACTORS	65,972	70,186	53,703	
SUITE REVENUES	289,357	275,148	199,674	
CATERING REVENUES	197,354	253,619	181,477	
MERCHANDISE REVENUES AVAIL FOR SPLIT WITH UNIVERSITY	71,307	62,158	34,910	
TOTAL GROSS SALES-All Venues	3,186,845	3,792,063	3,748,366	3,575,758
TOTAL DISCOUNTED SALES	70,120	62,545	61,825	

** Note: All green numbers are extracted, not additional

Attachment A

Concession Menus and Pricing

Market Place 1 and Market Place 2

Candy

M&M Plain	3.25
M&M Peanut	3.25
Skittles	3.25

Can Beer

24oz Bug light	9.00
24oz Coors light	9.00
24oz Bud	9.00
24oz Bud Light lime	9.00

Coffee

Coffee/Hot Chocolate	2.50
----------------------	------

Soda Bottled 20oz

Dasani Water	4.00
Coke	4.00
Diet Coke	4.00
Sprite	4.00
Coke Zero	4.00
Powerade	4.00

Hot Dog

Hot dog	4.00
Bratwurst	4.75

Nachos

Nacho	3.75
BBQ Nacho	7.00

Peanut

Roasted Peanuts	3.50
Boiled Peanuts	5.00

Popcorn

46oz Popcorn Bag	3.00
85oz Popcorn Tub	4.50

Pretzel

Jumbo Pretzel	3.50
Cheese Cup	1.00

Soft Drink

Small Soda	3.00
Souvenir Soda	5.50

Wine

Wine	6.00
Margarita	6.00

Flat Iron Grill / Grill in Carolina

Candy

M&M Plain	3.25
M&M Peanut	3.25
Skittles	3.25

Can Beer

24oz Bug light	9.00
24oz Coors light	9.00
24oz Bud	9.00
24oz Bud Light lime	9.00

Coffee

Coffee/Hot Chocolate	2.50
----------------------	------

Soda Bottled 20oz

Dasani Water	4.00
Coke	4.00
Diet Coke	4.00
Sprite	4.00
Coke Zero	4.00
Powerade	4.00

Hot Dog

Hot dog	4.00
Bratwurst	4.75

Misc Food

Chicken Tender W/Fries	7.50
Hamburger W/Fries	7.50
Philly Steak W /Fries	7.50
Fries	4.00

Nachos

Nacho	3.75
BBQ Nacho	7.00

Peanut

Roasted Peanuts	3.50
Boiled Peanuts	5.00

Popcorn

46oz Popcorn Bag	3.00
85oz Popcorn Tub	4.50

Pretzel

Jumbo Pretzel	3.50
Cheese Cup	1.00

Soft Drink

Small Soda	3.00
Souvenir Soda	5.50

Wine

Wine	6.00
Margarita	6.00

This Fries For You

Candy

M&M Plain	3.25
M&M Peanut	3.25
Skittles	3.25

Can Beer

24oz Bug light	9.00
24oz Coors light	9.00
24oz Bud	9.00
24oz Bud Light lime	9.00

Coffee

Coffee/Hot Chocolate	2.50
----------------------	------

Soda Bottled 20oz

Dasani Water	4.00
Coke	4.00
Diet Coke	4.00
Sprite	4.00
Coke Zero	4.00
Powerade	4.00

Hot Dog

Hot dog	4.00
Bratwurst	4.75

Misc Food

Chicken Tender W/Fries	7.50
Fries	4.00

Nachos

Nacho	3.75
BBQ Nacho	7.00

Peanut

Roasted Peanuts	3.50
Boiled Peanuts	5.00

Pretzel

Jumbo Pretzel	3.50
Cheese Cup	1.00

Soft Drink

Small Soda	3.00
Souvenir Soda	5.50

Wine

Wine	6.00
Margarita	6.00

KIKI's Chicken and Waffle

Can Beer

24oz Bug light	9.00
24oz Coors light	9.00
24oz Bud	9.00
24oz Bud Light lime	9.00

Soda Bottled 20oz

Dasani Water	4.00
--------------	------

Misc Food

Wings and Fries	8.00
Wings and Okra	8.00
Chicken and Waffles	8.00
Wings 4	8.00
Red Velvet Waffle	5.00
Okra	3.00
Fries	4.00

Soft Drink

Small Soda	3.00
Souvenir Soda	5.50

Thai Kingdom

Can Beer

24oz Bug light	9.00
24oz Coors light	9.00
24oz Bud	9.00
24oz Bud Light lime	9.00

Soda Bottled 20oz

Dasani Water	4.00
--------------	------

Misc Food

Grilled Chicken	7.00
Teriyaki Wings	7.00
Chicken Satay	7.00
Spring Rolls (3)	5.00
Fried Rice	5.00
Egg Roll	3.00

Soft Drink

Small Soda	3.00
Souvenir Soda	5.50

Marco's Pizza

Cheese pizza (slice)	4.00
Pepperoni Pizza (slice)	4.00
Whole Pizza	32.00

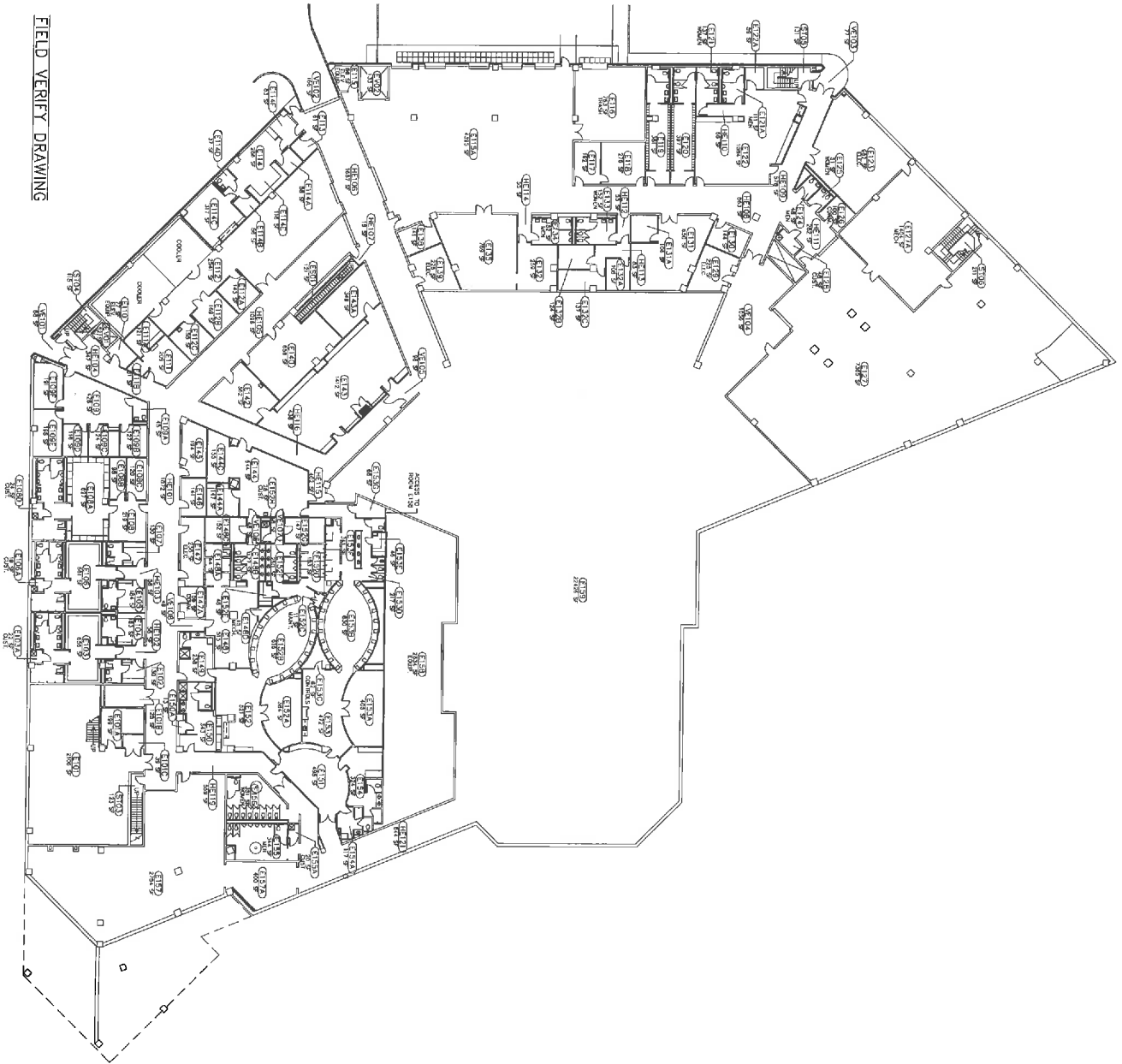
Soda Bottled 20oz

Dasani Water	4.00
--------------	------

Soda Bottled 20oz

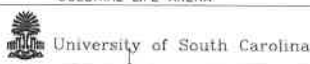
Dasani Water	4.00
--------------	------

FIELD VERIFY DRAWING



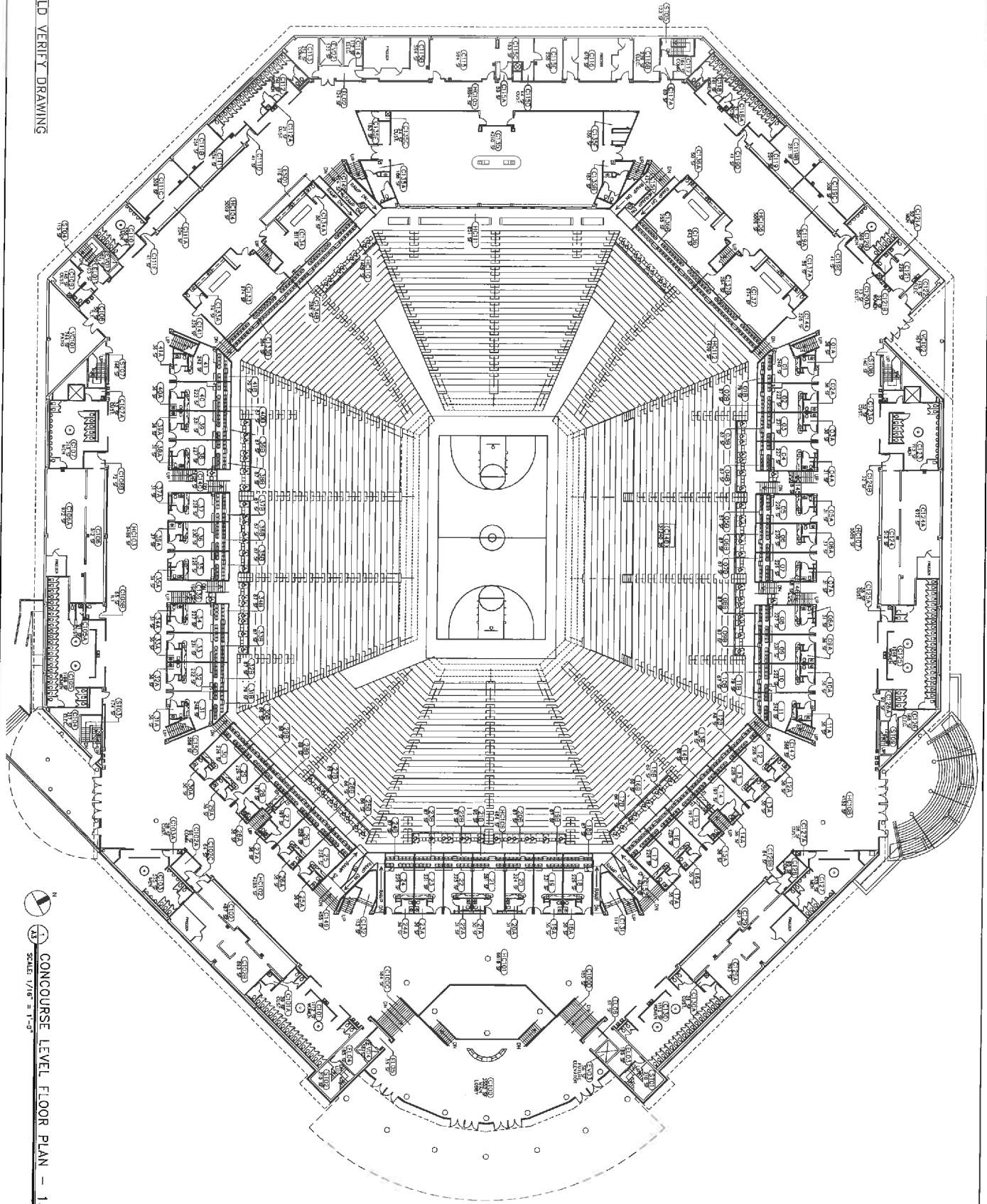
 N
 SCALE: 1/8" = 1'-0"
EVENT LEVEL FLOOR PLAN - 158

PROJECT TITLE	SOFT PLAN - EVENT LEVEL COLONIAL LIFE ARENA		BUILDING	158	DATE	08/26/2015	DESIGNED BY	RLJ	CHECKED BY	RLJ	SCALE	1/8" = 1'-0"	DATE	08/26/2015	DESIGNED BY	RLJ	CHECKED BY	RLJ
PROJECT NO.	A1		DISCIPLINE	SF1	DATE	08/26/2015	DESIGNED BY	RLJ	CHECKED BY	RLJ	SCALE	1/8" = 1'-0"	DATE	08/26/2015	DESIGNED BY	RLJ	CHECKED BY	RLJ
REVISION	1		DESCRIPTION	ADDED BUILDING 158 FROM COLONIAL CENTER TO COLONIAL LIFE ARENA	DATE	08/26/2015	DESIGNED BY	RLJ	CHECKED BY	RLJ	SCALE	1/8" = 1'-0"	DATE	08/26/2015	DESIGNED BY	RLJ	CHECKED BY	RLJ
REVISION	2		DESCRIPTION	UPDATED PER LATEST WALK THROUGH	DATE	08/26/2015	DESIGNED BY	RLJ	CHECKED BY	RLJ	SCALE	1/8" = 1'-0"	DATE	08/26/2015	DESIGNED BY	RLJ	CHECKED BY	RLJ
REVISION	3		DESCRIPTION	UPDATED PER LATEST WALK THROUGH	DATE	08/26/2015	DESIGNED BY	RLJ	CHECKED BY	RLJ	SCALE	1/8" = 1'-0"	DATE	08/26/2015	DESIGNED BY	RLJ	CHECKED BY	RLJ
REVISION	4		DESCRIPTION	PLAN UPDATED PER 2015 UPDATES	DATE	08/26/2015	DESIGNED BY	RLJ	CHECKED BY	RLJ	SCALE	1/8" = 1'-0"	DATE	08/26/2015	DESIGNED BY	RLJ	CHECKED BY	RLJ
REVISION	5		DESCRIPTION	PLAN UPDATED PER 2016 UPDATES	DATE	08/26/2015	DESIGNED BY	RLJ	CHECKED BY	RLJ	SCALE	1/8" = 1'-0"	DATE	08/26/2015	DESIGNED BY	RLJ	CHECKED BY	RLJ



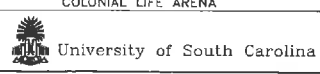
CAMPUS PLANNING
AND CONSTRUCTION
COLUMBIA, SC 29208

FIELD VERIFY DRAWING



CONCOURSE LEVEL FLOOR PLAN - 158
SCALE 1/8" = 1'-0"

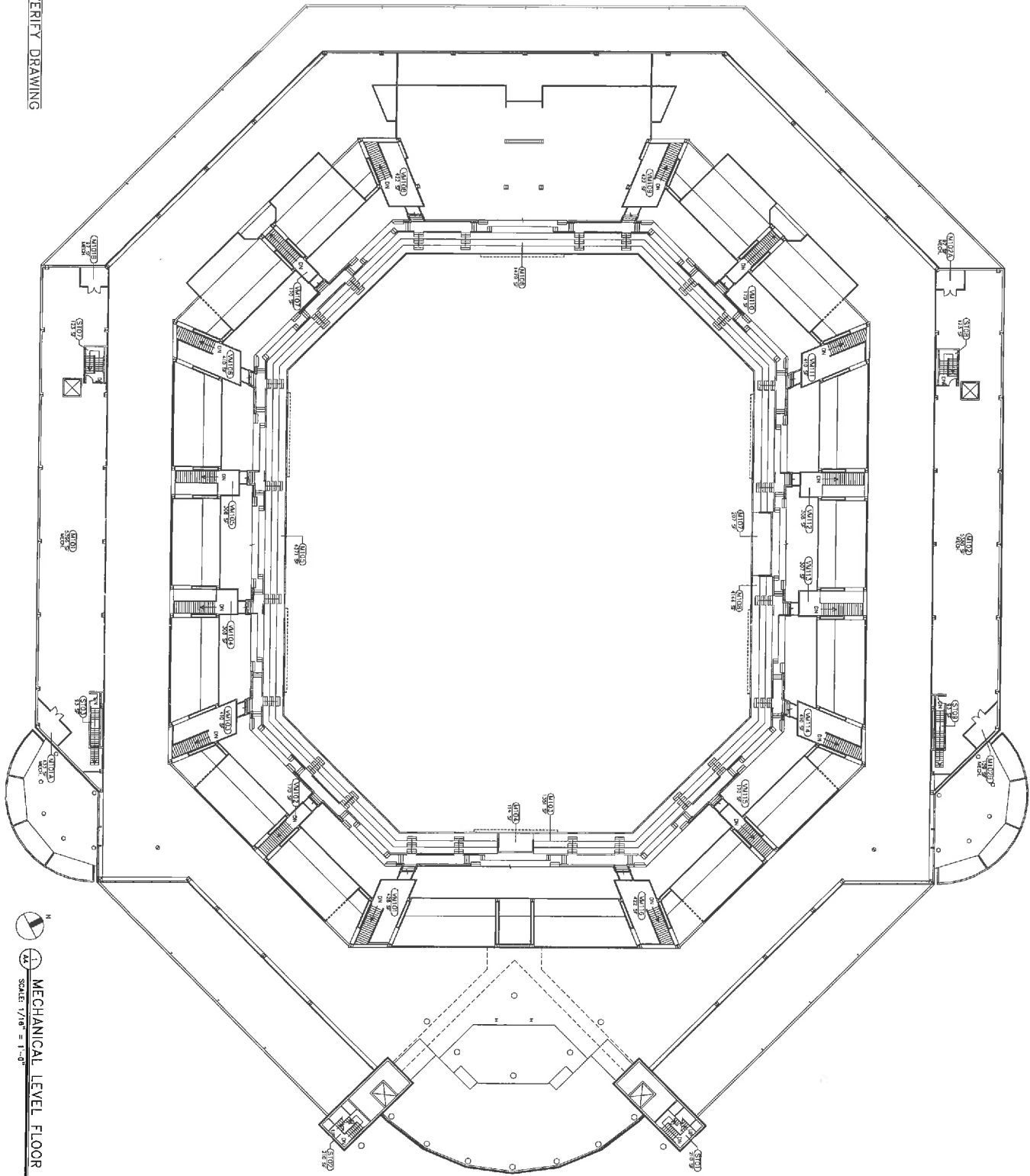
PROJECT TITLE SOFT PLAN - CONCOURSE LEVEL COLONIAL LIFE ARENA	DRAWING 158	DRAWING SF-3	DATE 08SEP03	DRAWN BY RLJ	CHECKED BY ---	SEAL 	
	REV. 1	DESCRIPTION MODIFIED BUILDING TITLE FROM COLONIAL CENTER TO COLONIAL LIFE ARENA	DATE 12AUG02	ORG. BY TSMAR02	DRAWN BY TSMAR02	SEAL 	
2	UPDATED FOR LATEST WALK THROUGH	3	PLAN UPDATED FOR 2013 SPACE SURVEY	4	PLAN UPDATED FOR 2014 SPACE SURVEY	7	UPDATED FOR LATEST WALK THROUGH



CAMPUS PLANNING
AND CONSTRUCTION
COLUMBIA, SC 29206

3 OF 6
A3

FIELD VERIFY DRAWING



MECHANICAL LEVEL FLOOR PLAN - 158
SCALE 1/8" = 1'-0"

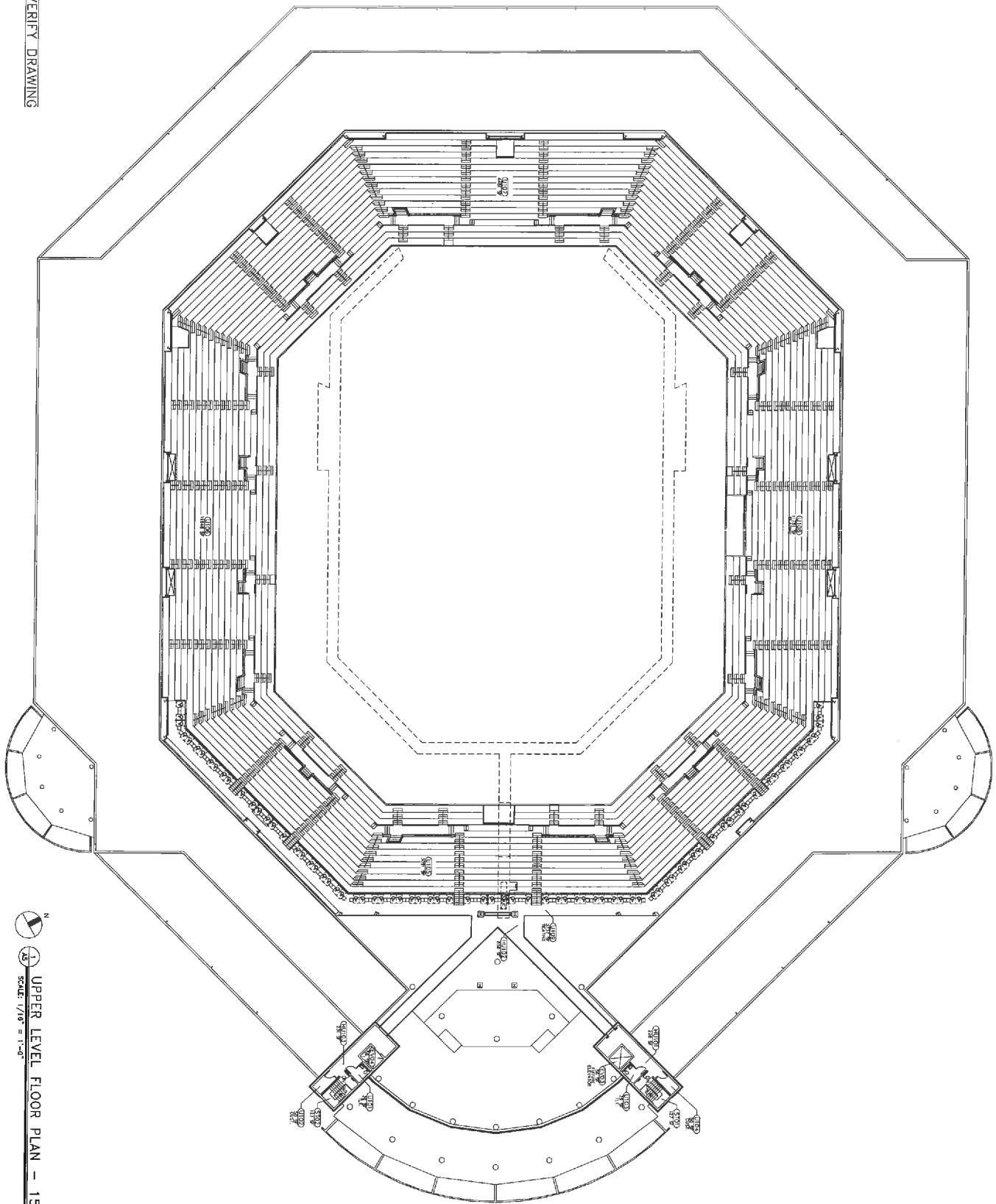
PROJECT TITLE: SOFT PLAN - MECHANICAL LEVEL COLONIAL LIFE ARENA	DRAWING:	SF4	DATE:	08SEP03	DRAWN BY:	RLJ	CHECKED BY:		SCALE:	
	REV.	DESCRIPTION	DATE		ORIG. BY	DRAWN BY				
1	DRAWING CREATED BY ACAD-PBUS FOR FAUCSD									
2	MODIFIED BUILDING FIRE FROM COLONIAL CENTER TO COLONIAL LIFE ARENA.									
3	UPDATED PER LATEST WALK THROUGH									
4	PLAN UPDATED PER 2012 SPACE SURVEY									
5	PLAN UPDATED PER 2018 SPACE SURVEY									



University of South Carolina

CAMPUS PLANNING
AND CONSTRUCTION
COLUMBIA, SC 29208

FIELD VERIFY DRAWING



UPPER LEVEL FLOOR PLAN - 158
SCALE: 1/16" = 1'-0"

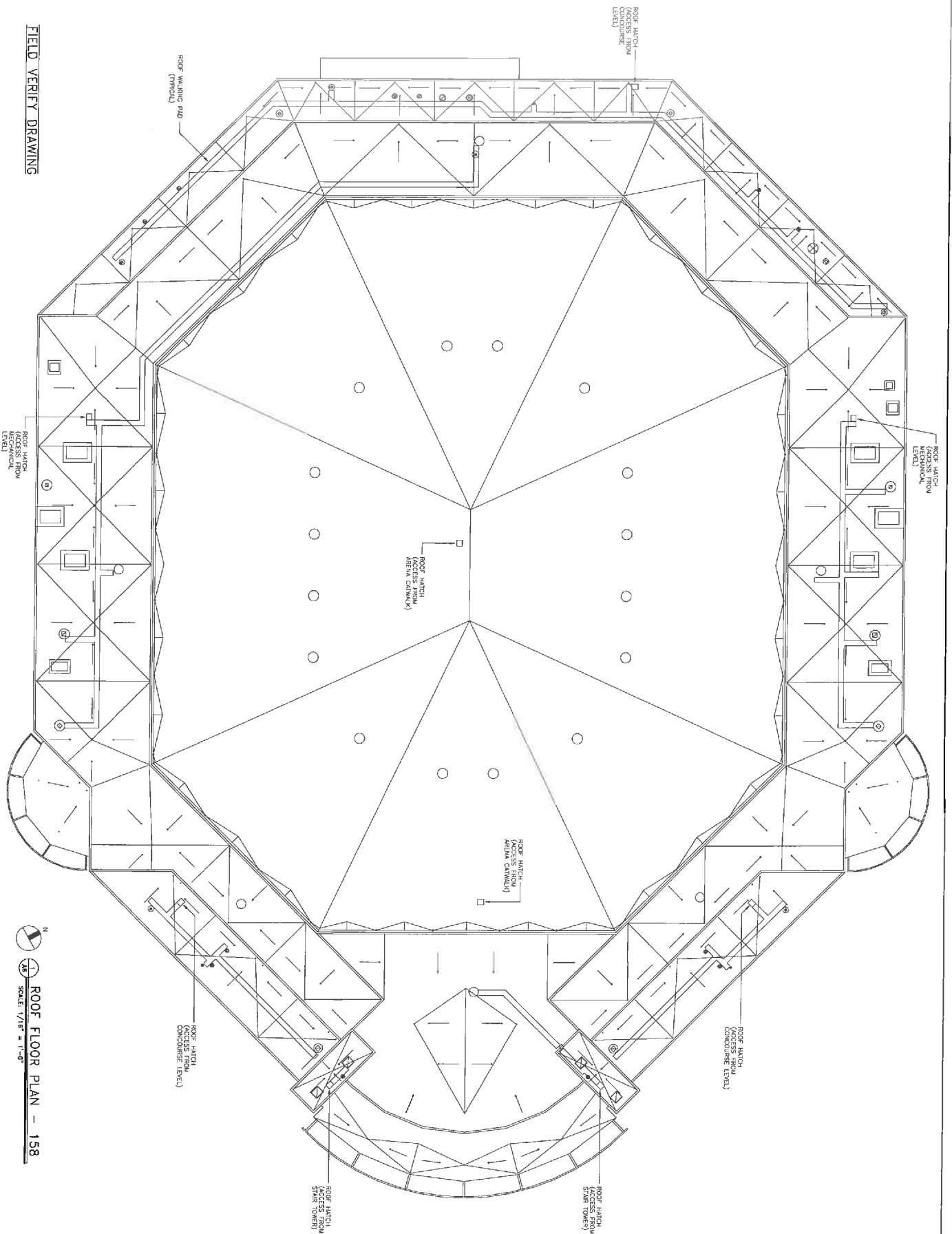
PROJECT TITLE SOFT PLAN - UPPER LEVEL COLONIAL LIFE ARENA	DRAWING SYS DATE OBSEPIUS	DRAWN BY WJ	CHECKED BY ...	SEAL ...	SEAL ...
BUILDING 158	DESCRIPTION ...	DRAWING ...	CHECKED ...	SEAL ...	SEAL ...
REV 1	DESCRIPTION ...	DRAWING ...	CHECKED ...	SEAL ...	SEAL ...
REV 2	DESCRIPTION ...	DRAWING ...	CHECKED ...	SEAL ...	SEAL ...
REV 3	DESCRIPTION ...	DRAWING ...	CHECKED ...	SEAL ...	SEAL ...
REV 4	DESCRIPTION ...	DRAWING ...	CHECKED ...	SEAL ...	SEAL ...
REV 5	DESCRIPTION ...	DRAWING ...	CHECKED ...	SEAL ...	SEAL ...
REV 6	DESCRIPTION ...	DRAWING ...	CHECKED ...	SEAL ...	SEAL ...
REV 7	DESCRIPTION ...	DRAWING ...	CHECKED ...	SEAL ...	SEAL ...
REV 8	DESCRIPTION ...	DRAWING ...	CHECKED ...	SEAL ...	SEAL ...



University of South Carolina

CAMPUS PLANNING
AND CONSTRUCTION
COLUMBIA, SC 29208

FIELD VERIFY DRAWING

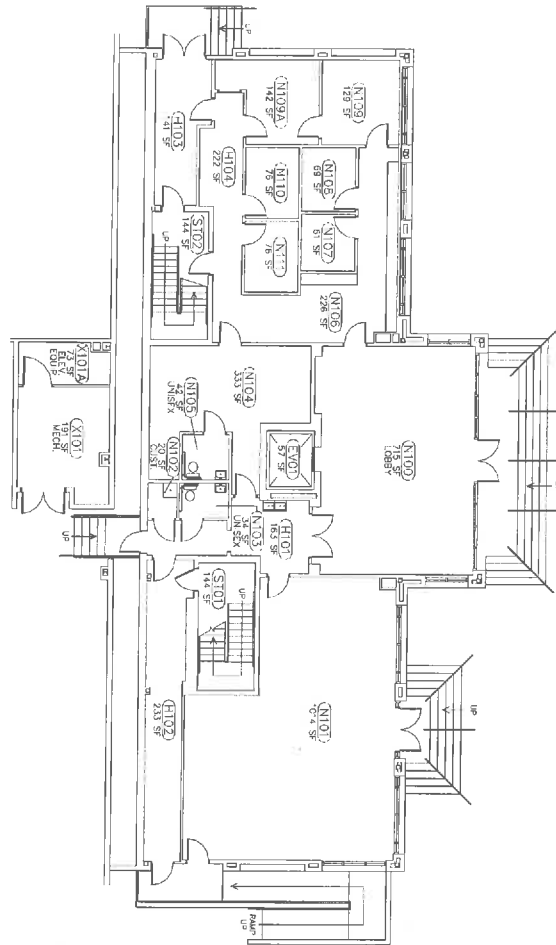


ROOF FLOOR PLAN - 158
SCALE: 1/8" = 1'-0"



PROJECT TITLE: SOFT PLAN - ROOF PLAN COLONIAL LIFE ARENA	SHEET NO: 158	DRAWING NO: SFR	DATE: 08/20/03	DRAWN BY: RLJ	CHECKED BY: ---	SEAL:
	UNIVERSITY: University of South Carolina	DESCRIPTION: SOFT PLAN	DATE: 08/20/03	DRAWN BY: RLJ	CHECKED BY: ---	SEAL:
1. DRAWING CONVERTED BY AECAD-FILES FOR AECAD/CAD	2. MODIFIED BUILDING TITLE FROM COLONIAL CENTER TO COLONIAL LIFE ARENA.	3. UPDATED FOR LATEST WALK THROUGH	4. PLAN UPDATED PER 2012 SPACE SURVEY	5. PLAN UPDATED PER 2014 SPACE SURVEY	6.	

CAMPUS PLANNING
AND CONSTRUCTION
COLUMBIA, SC 29208







FIRST FLOOR PLAN - 210A

 SCALE: 1/8" = 1'-0"

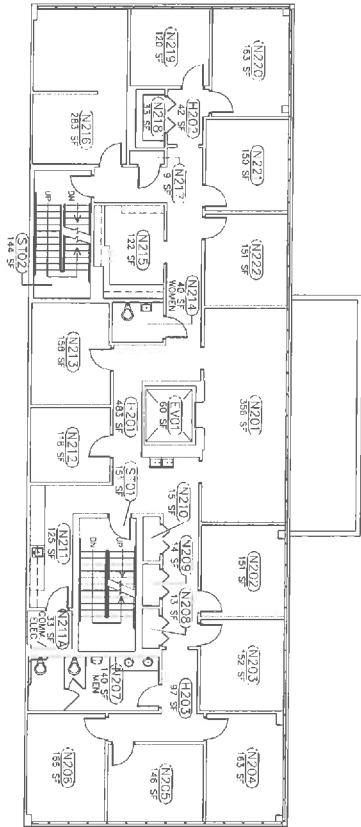
FIELD VERIFY DRAWING

PROJECT TITLE SOFT PLAN - FIRST FLOOR FLOYD FOOTBALL BUILDING	BUILDING: 210A	DRAWING: SF1	DATE: 27MAR97	DRAWN BY: WCP	CHECKED BY:	SCALE:	
	REV:	DESCRIPTION			DATE:	ORIG. BY	DRAWN BY
	1	DRAWING CONVERTED BY FPAP FOR FAMS/CAD			01DEC11		
	2	UPDATED PER LATEST WALK THROUGH			01JAN12		
3	UPDATED PER LATEST WALK THROUGH			20APR15			
4	UPDATED PER LATEST WALK THROUGH			05MAY14			




University of South Carolina

CAMPUS PLANNING
 AND CONSTRUCTION
 COLUMBIA, SC 29208

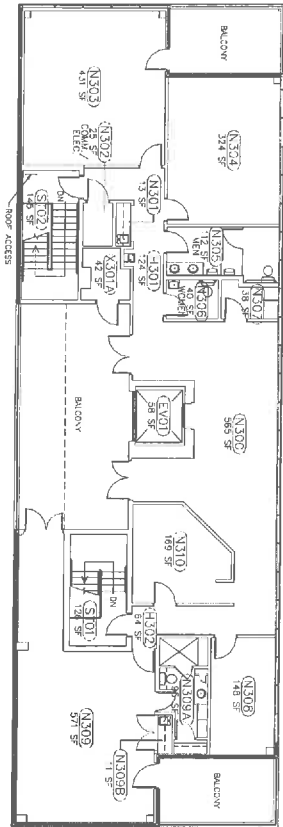




FIELD VERIFY DRAWING

SHEET NO. 3 OF 3	PROJECT TITLE: SOFT PLAN - SECOND FLOOR FLOYD FOOTBALL BUILDING  University of South Carolina	BUILDING: 210A	DRAWING: SF2	DATE: 27 MAR 07	DRAWN BY: WCP	CHECKED BY:	SEAL:	
		REV: 1	DESCRIPTION: DRAWING CONVERTED BY FPAP FOR FABRICAD	DATE: 02DEC11	ORIG. BY/DRAWN BY:			
		REV: 2	DESCRIPTION: LOCATED PER LATEST WALK THROUGH	DATE: 11JAN12				

CAMPUS PLANNING
 AND CONSTRUCTION
 COLUMBIA, SC 29208





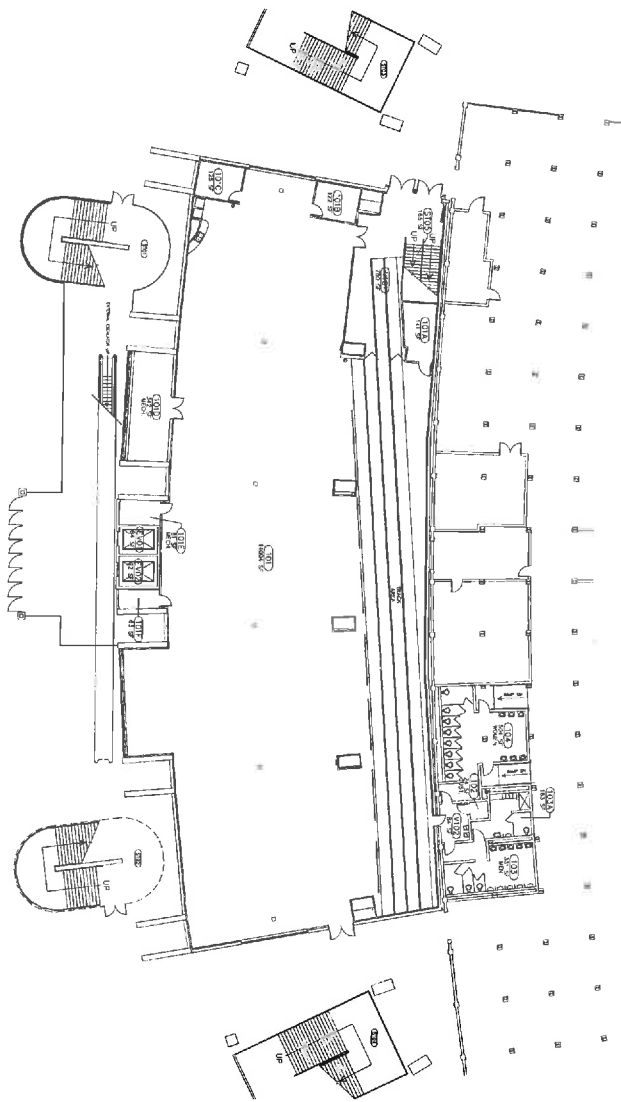
FIELD VERIFY DRAWING

PROJECT TITLE: SOFT PLAN - THIRD FLOOR FLOYD FOOTBALL BUILDING	BUILDING: 210A	DRAWING: SF3	DATE: 27MAR97	DRAWN BY: WCP	CHECKED BY:	SCALE:
	REV:	DESCRIPTION:	DATE:	ORIG. BY:	DRAWN BY:	
	1	DRAWING CONVERTED BY PWP FOR FAMISAD		03DEC11		
	2	UPDATED PER LATEST WALK THROUGH		11JAN12		



University of South Carolina

CAMPUS PLANNING
 AND CONSTRUCTION
 COLUMBIA, SC 29208





 1 FIRST FLOOR PLAN - 210B

 SCALE: 1/16" = 1'-0"

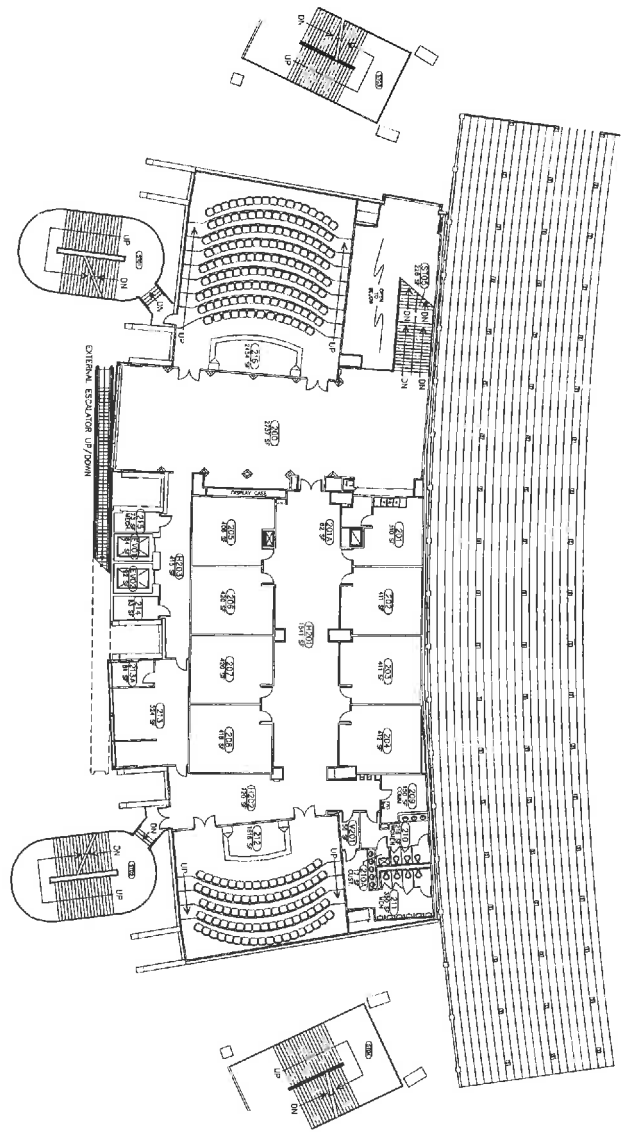
FIELD VERIFY DRAWING

SHEET NO. 1 OF 2 A1 OF 2	PROJECT TITLE SQFT PLAN - FIRST FLOOR CREWS FOOTBALL BUILDING	BUILDING: 210B	DRAWING: SF1	DATE: 04MAR05	DRAWN BY: RLJ	CHECKED BY: ---	SEAL:
	SUBMIT:	REV. 1 DRAWING CONVERTED BY ACAD-PLT6 FOR FAMESCAD	DATE: 26MAR08	CHECKED BY: CS2012	DRAWN BY:	CHECKED BY:	SEAL:
	REV. 2 UPDATE PER LATEST WALK THROUGH	DATE:	CHECKED BY:	DRAWN BY:	CHECKED BY:	SEAL:	SEAL:



University of South Carolina

CAMPUS PLANNING
 AND CONSTRUCTION
 COLUMBIA, SC 29208





SECOND FLOOR PLAN - 210B
 SCALE: 1/16" = 1'-0"

FIELD VERIFY DRAWING

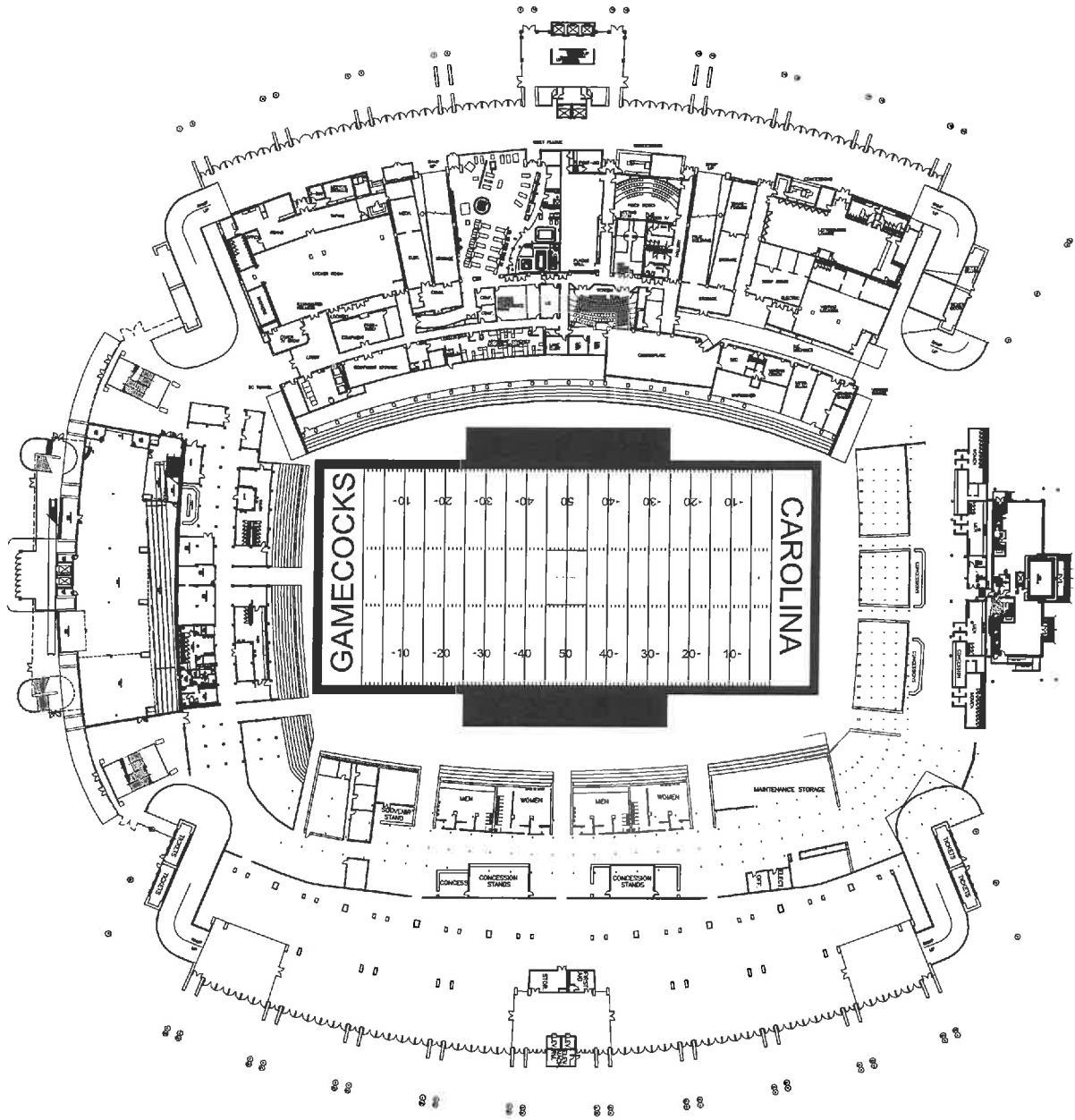
PROJECT TITLE: **SOFT PLAN - SECOND FLOOR
CREWS FOOTBALL BUILDING**
 SHEET NO. **A2**
 OF 2
 2 OF 2

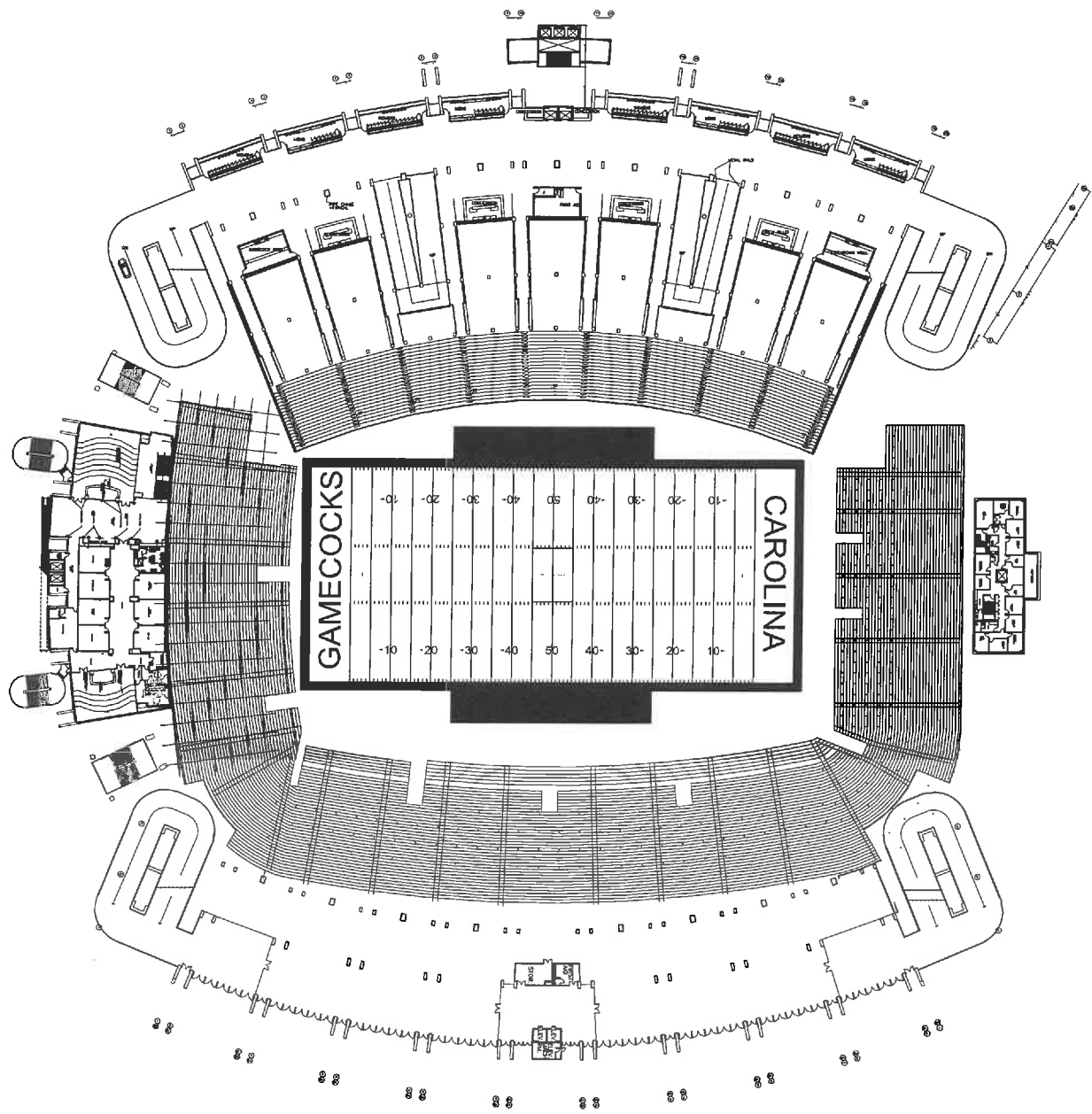


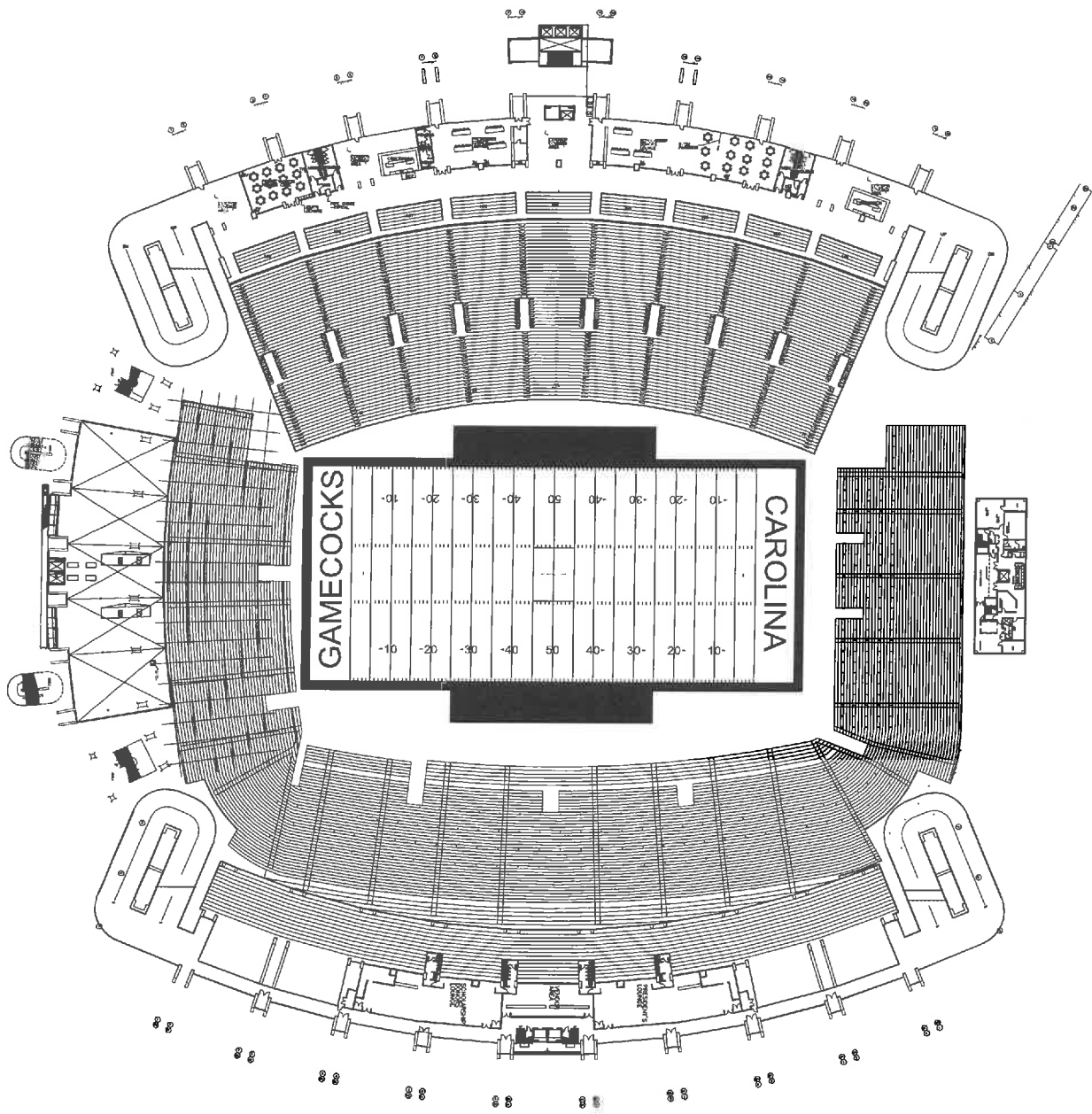
University of South Carolina

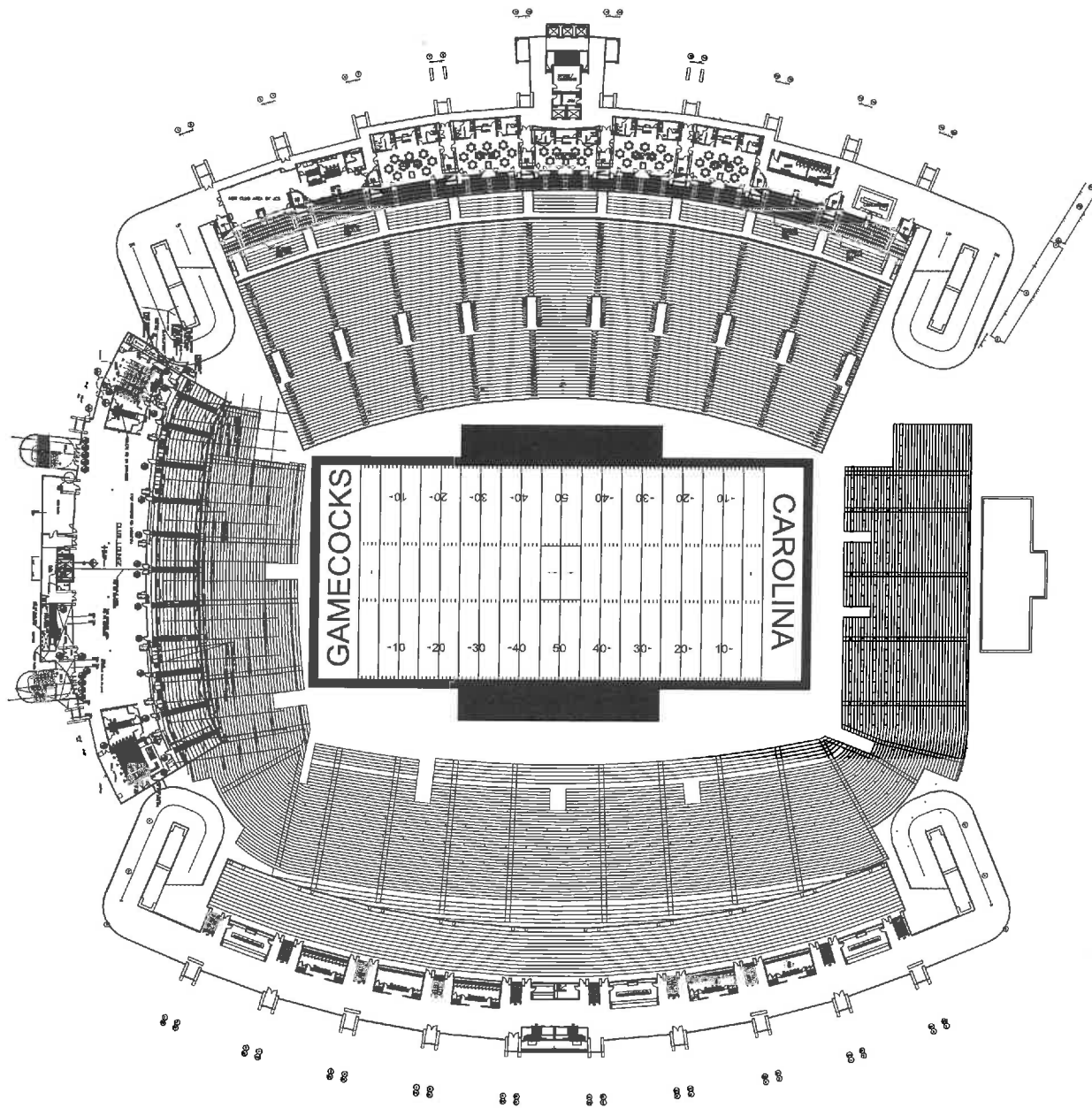
BUILDING	DRAWING	DATE	DRAWN BY	CHECKED BY	SCALE
210B	SF2	04MAR05	RLJ		
REV	DESCRIPTION	DATE	DRG. BY	DRWN BY	
1	DRAWING CONVERTED BY ACAD-PLT FOR PAMFCAD	20MAR05			
2	UPDATED PER LATEST WALK THROUGH	02FEB12			

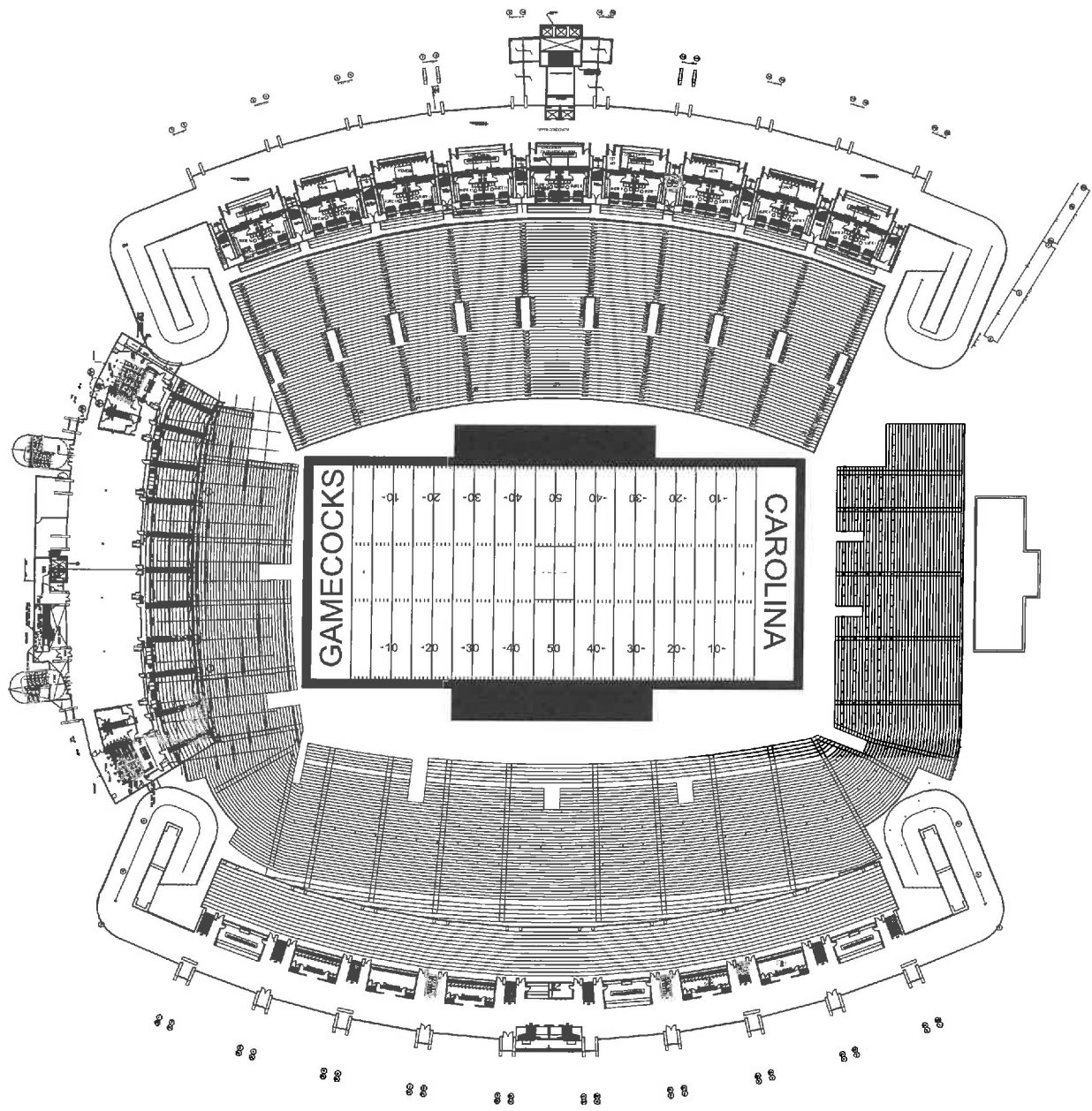
**CAMPUS PLANNING
AND CONSTRUCTION**
 COLUMBIA, SC 29208

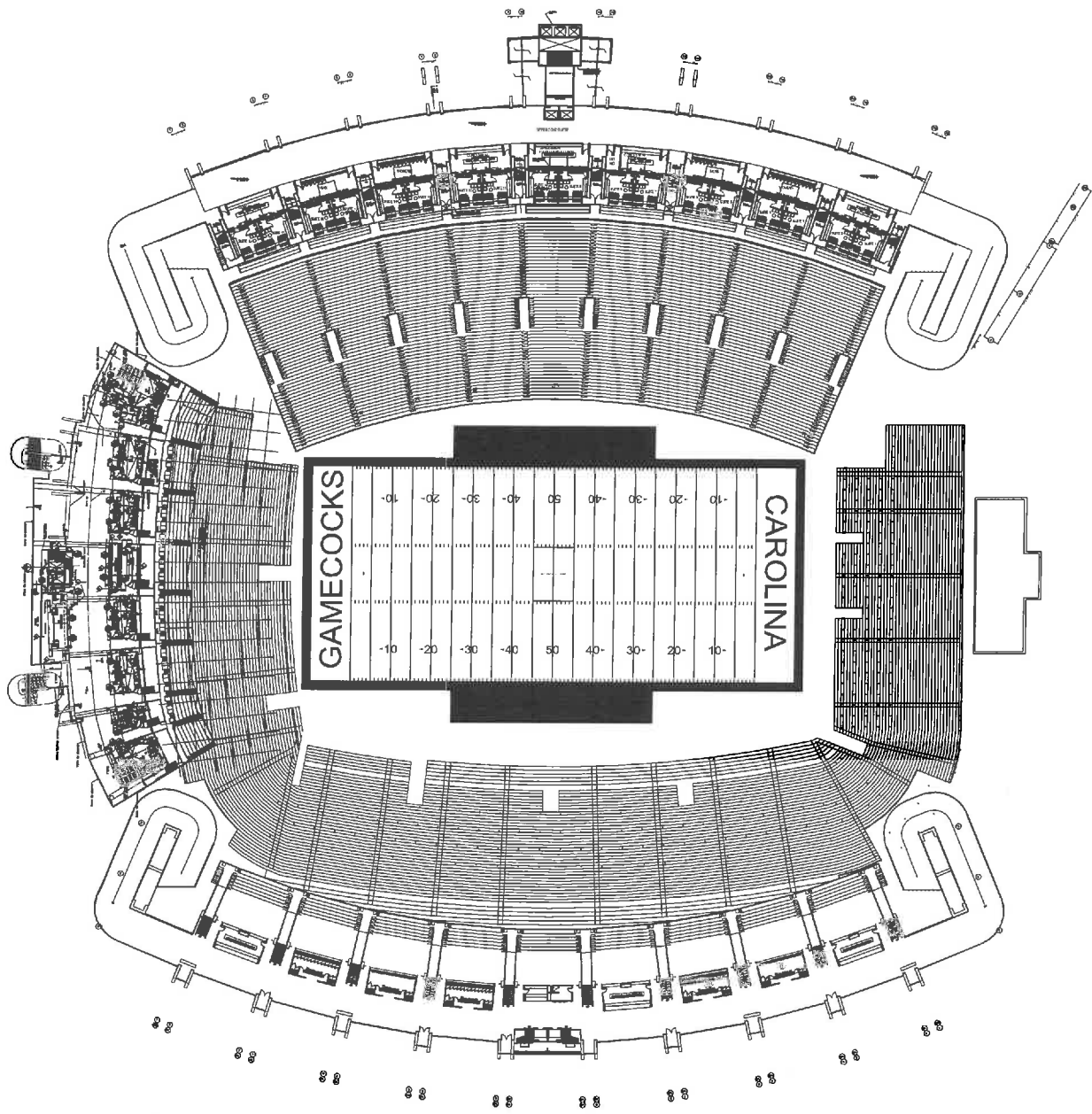


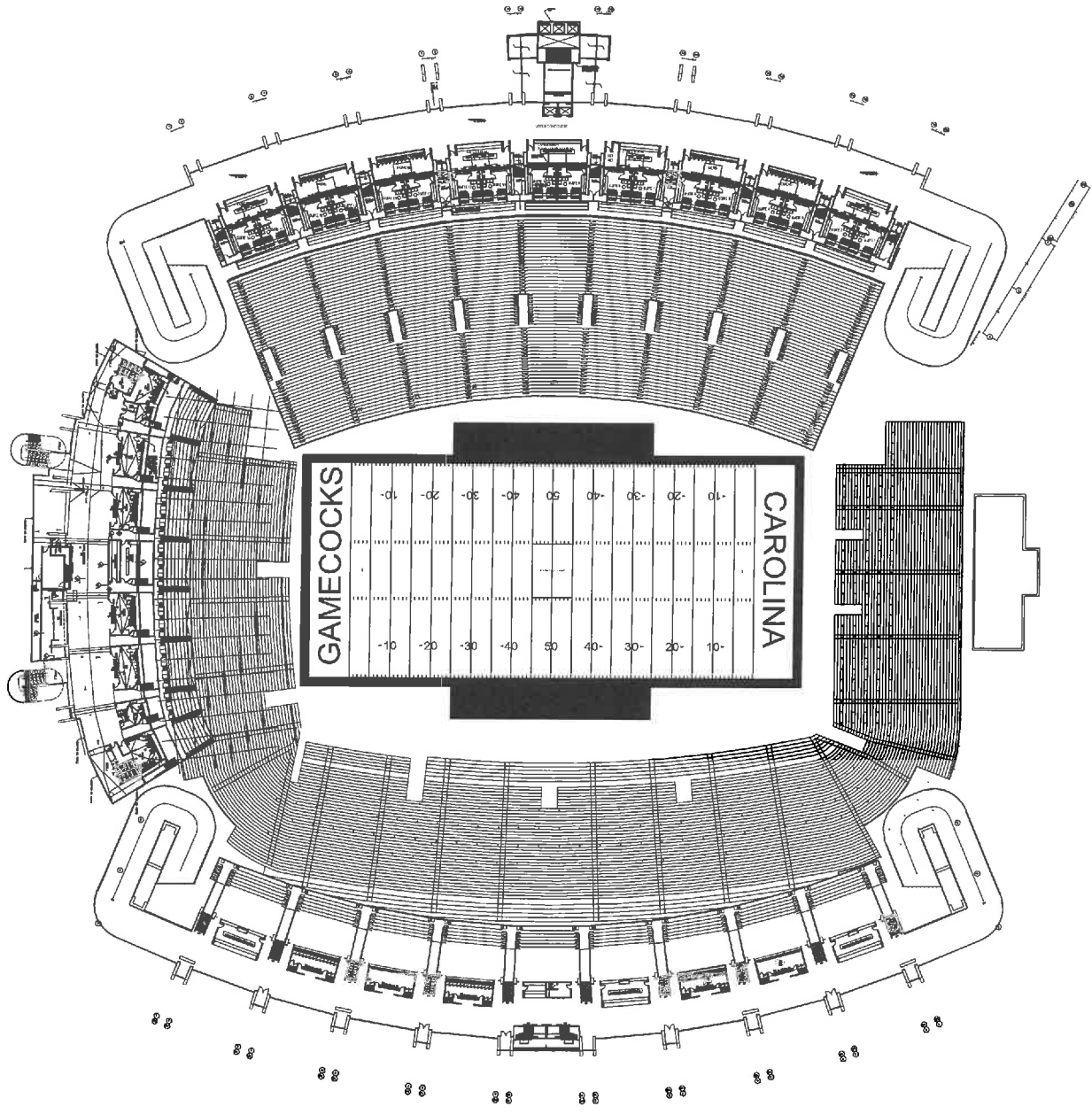


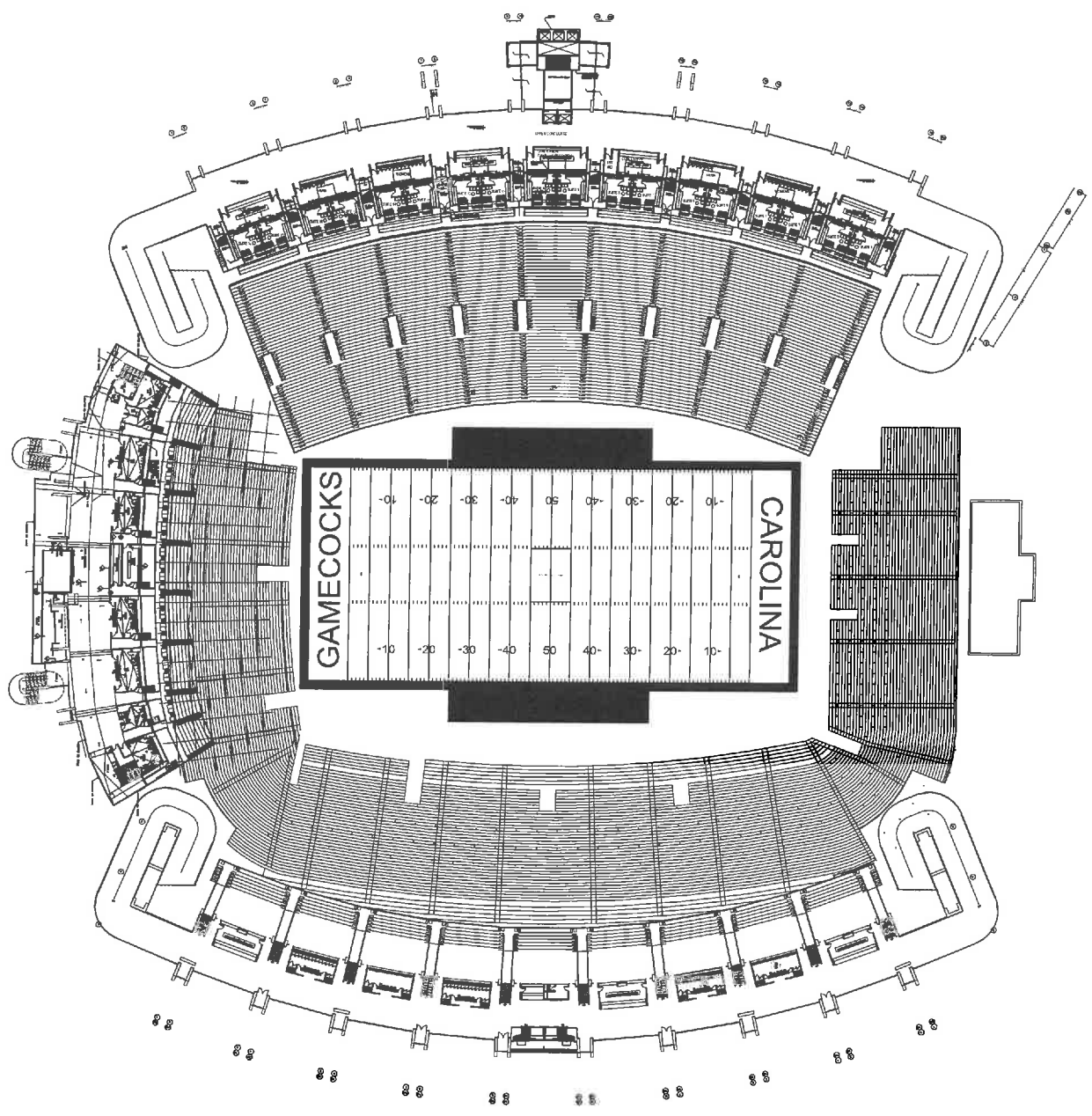




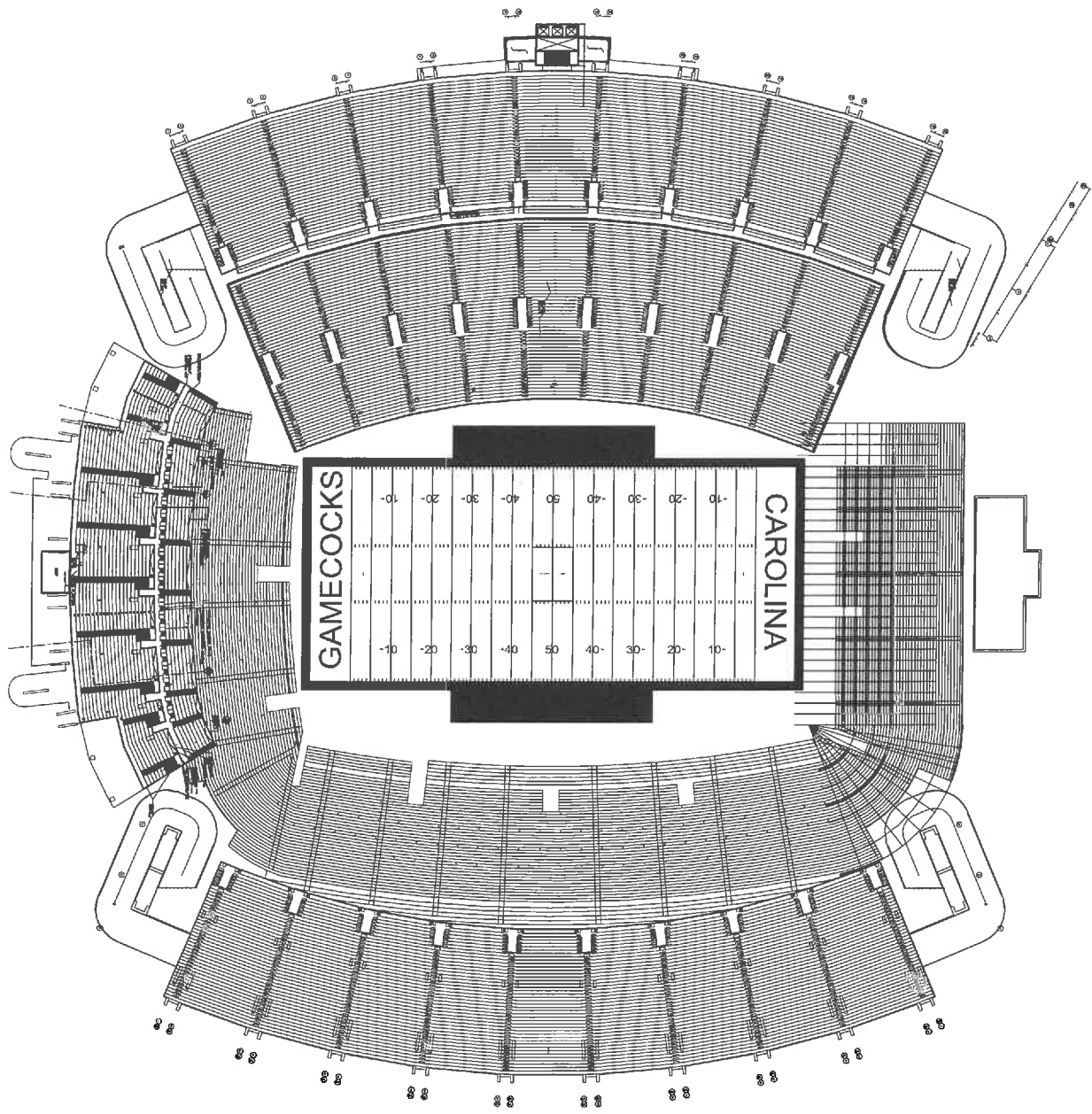


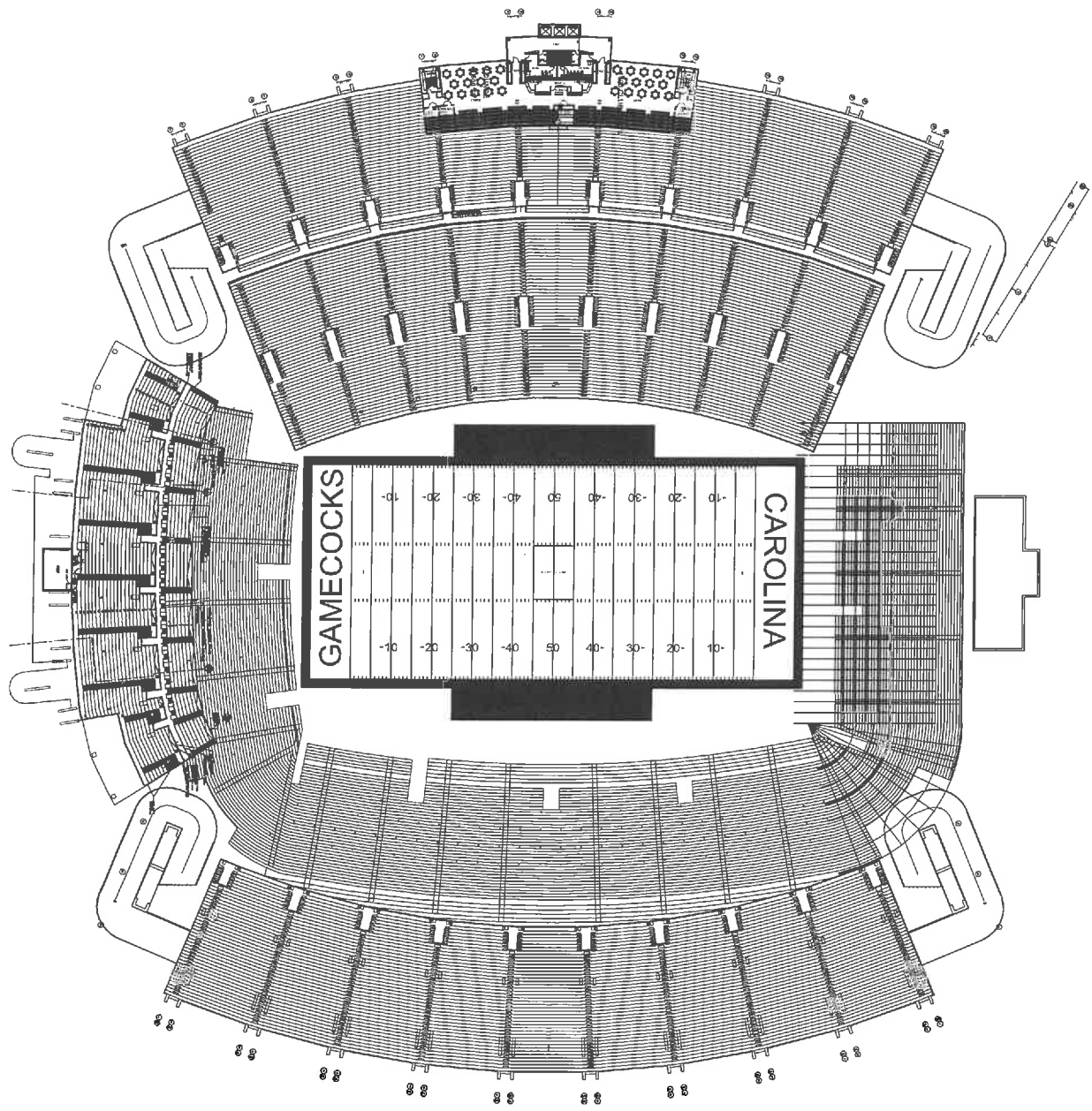


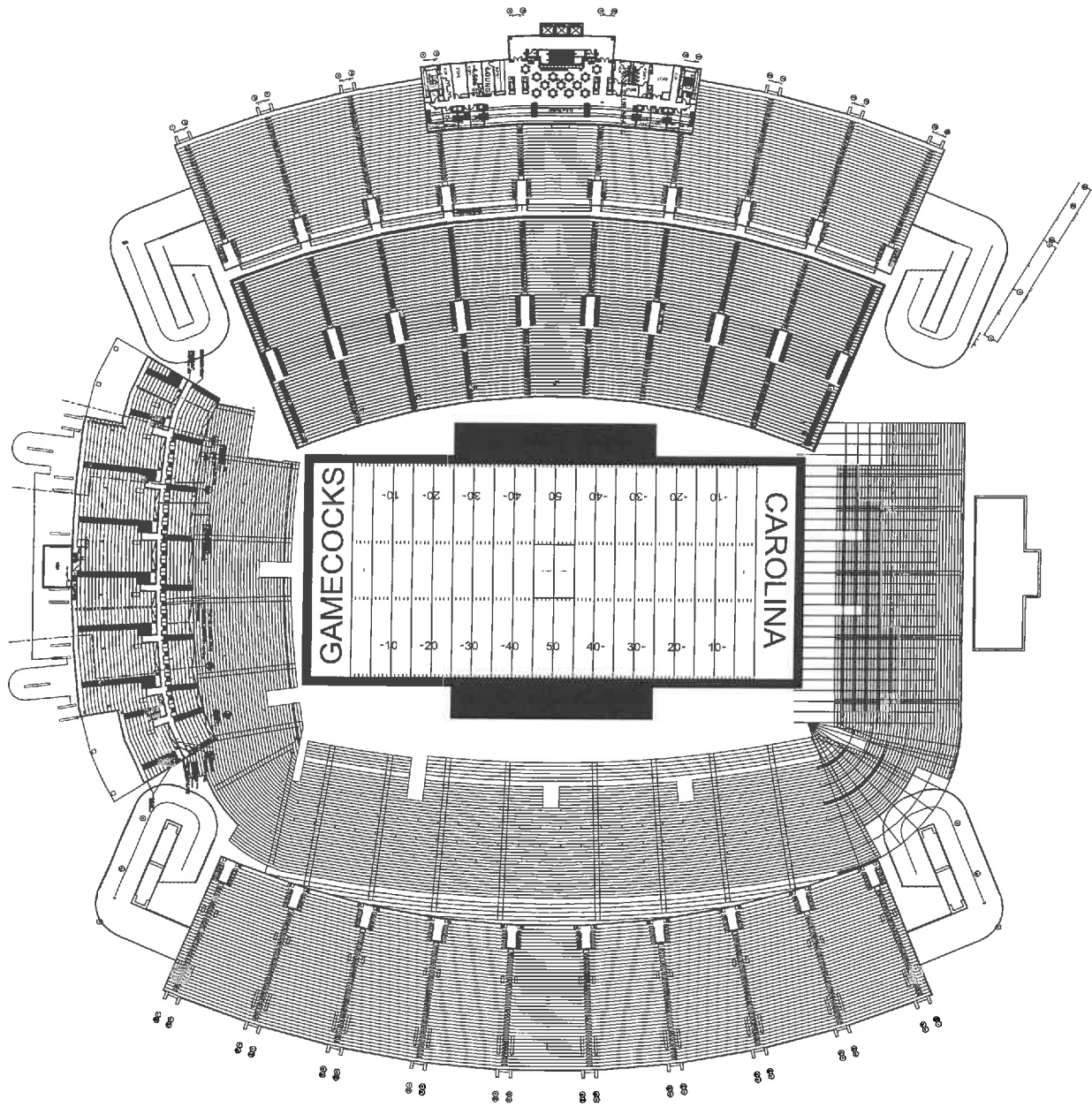


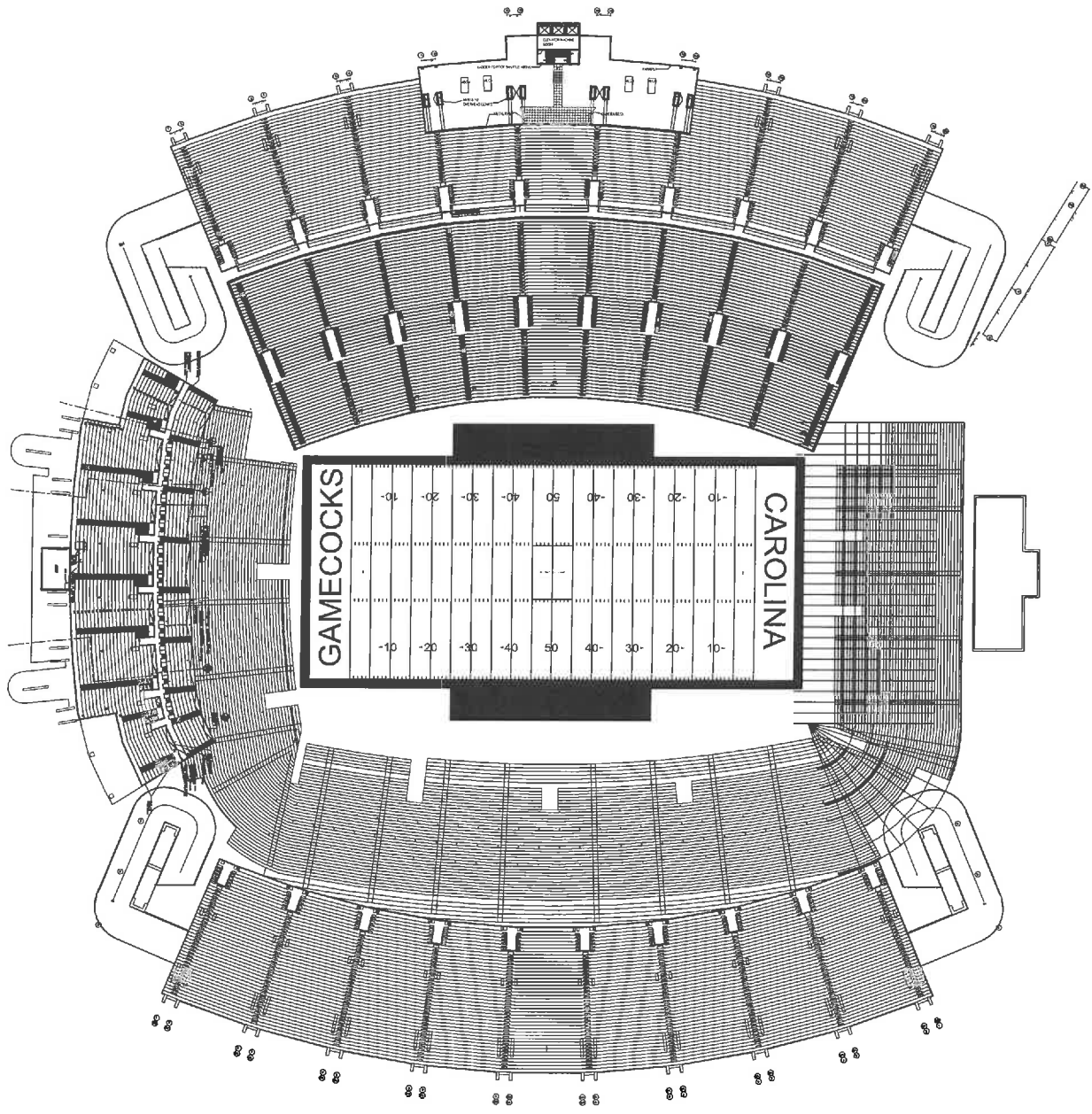


GAMECOCKS	-10	-20	-30	-40	50	40	30	20	10	CAROLINA
-10	-20	-30	-40	50	40	30	20	10		









ATTACHMENT C

USC Football assets as of 2/28/17

UNIT	ASSET	PAR	DESCRIPTION
77966	1338	98VN02	97' CHEVY PICK-UP 14W2WZ156353
77966	9076	01VE10	GREASE INTERCEPTOR
77966	9078	01VE10	WORK TABLES
77966	9079	01VE10	FAUCETS AND DRAINS
77966	9080	01VE10	HAD SINKS WITH SIDE SPLASH
77966	9087	01VE10	GX150 SMALL DESKTOP
77966	9091	01VE10	LEASEHOLD IMPROVEMENT
77966	9188	01VE10	WARMERS & GRIDDLES
77966	9290	01VE10	WALK IN COLLER
77966	9365	01VE10	LEASEHOLD IMPROVEMENT PTS
77966	9418	01VE10	GAS GRILL & HOOD
77966	9572	01VE10	ELECTRICAL UPGRADES
77966	9574	01VE10	SINK CART
77966	9648		LEASEHOLD IMPROVEMENT PTS
77966	10947	03VE20	SAFE MODEL 6032W
77966	13648	06VD01	GX520/6KVNPB1 & 17 MONITOR
77966	13706	06VD01	GX520:1FR1VB1/17 MONITOR
77966	15083	07VC09	DESIGN SERVICES
77966	15508	07VC09	PROFESSIONAL FEES: KING-CASEY
77966	15720	08VC09	WORKTABLES/SINKS/POT RACK
77966	15721	08VC09	SHELVING
77966	15722	08VC09	FAUCETS & DRAINS
77966	15723	08VC09	WORKTABLES/SINKS/POT RACKS
77966	15724	08VC09	SHELVING
77966	15725	08VC09	FRYER: GAS, 3-50 LB TANKS
77966	15726	08VC09	FAUCETS & DRAINS
77966	15737	08VC09	SOLSTICE FRYER: 3-50 LB TANKS
77966	15738	08VC09	CASH DRAWERS W/MOUNTING BRACKT
77966	15910	08VC09	1-CONVECTN STEAMR:ELEC,2-CMPMT
77966	15911	08VC09	2-CONVECTN STEAMR:ELEC,2-CMPMT
77966	15912	08VC09	1-HOOD W/FIRE SYSTEM
77966	15913	08VC09	2-HOOD W/FIRE SYSTEM
77966	15914	08VC09	1-FRY HOLD STATION/HEAT LAMPS
77966	15915	08VC09	1-FREEZERS & REFRIGERATORS
77966	15916	08VC09	2-FREEZERS & REFRIGERATORS
77966	15917	08VC09	HAND SINKS
77966	15918	08VC09	GRIDDLE:ELEC,60 /EQUIP STAND
77966	15919	08VC09	GRIDDLE:ELEC,60 /EQUIP STAND
77966	15926	08VC09	CONCESSION STANDS BUILD
77966	16142	08VC09	EXADIGM XD2000 CRED CARD MACH
77966	16186	08VC09	FRY HOLD STA/HEATD SHLF/HT LMP
77966	16187	08VC09	CAROLINA CARD SYSTEM
77966	25571	12VC03	CONVECTION STEAMERS: ELECTRIC
77966	25572	12VC03	WARMING DRAWER UNITS
77966	25573	12VC03	WIRELESS ACCESS POINTS
77966	25574	12VC03	LENOVO THINKPAD TABLETS
77966	25596	12VC03	POS SYSTEM
77966	25680	12VC03	TRANCEIVERS/SWITCHES/CABLES
77966	26049	12VC03	CABLING FOR POS SYSTEM
77966	26082	12VC03	DRIVESTATION
77966	26122	12VC03	Acer Monitor
77966	26194	12VC03	SELF STANDING SHELF
77966	26275	12VC03	SET FOR FOUR RISERS
77966	26276	12VC03	COFFEE URN
77966	27069	12VC03	POS IMPLEMENTATION
77966	28069	14VE17	TABLETS: 10 IN, 4G MOTOROLA
77966	28202	12VC09	APTICO POS SYSTEM
77966	32137	15VT06	WATCHGUARD FIREWALL M400
77966	33748	15OH32	WATCHGUARD FIREWALL M400
77966	33779	16OH10	WATCHGUARD FIREWALL MR66

ATTACHMENT C

The Colonial Center assets as of 2/28/17

UNIT	ASSET	PAR	DESCRIPTION
77958	9782	02VC05	FULL SIZE PANS
77958	10001		LEASEHOLD IMPLEMENTATION PTS
77958	10002		EQUIPMENT IMPLEMENTATION PTS
77958	10003	02VN01	UDS PANELS-MOVED,SET,ANCHORED
77958	10004	02VN01	MOVE AND INSTALL HOODS
77958	10005	02VN01	POPCORN MACHINE
77958	10006	02VN01	DESIGN GRAPHICS & SIGNAGE
77958	10007	02VN01	HAND SINKS AND FAUCETS
77958	10012	02VN01	UTILITY DISTRIBUTION SYSTEM
77958	10013	02VN01	HOOD RELOCATION
77958	10017	02VN01	FRYERS
77958	10018	02VN01	HOT FOOD UNIT-SINGLE WELL DROP
77958	10019	02VN01	SINKS, TABLES, DISHTABLE
77958	10020	02VN01	DESIGN CONCESSION MENU GRPHICS
77958	10021	02VN01	OVEN/STEAMER COMBINATION
77958	10022	02VN01	HOODS
77958	10023	02VN01	WALK-IN COOLERS
77958	10026	02VN01	PRESSURE REDUCING VALVE
77958	10027	02VN01	GAS HOSES
77958	10028	02VN01	HAND TRUCK - ALUMINUM
77958	10029	02VN01	GARMENT RACK W/ CASTERS
77958	10030	02VN01	PANS 1/6X6 WITH ANTIJAM
77958	10031	02VN01	FOOD SERV EQUIP INSTALLATION
77958	10032	02VN01	LABOR ADDITIONAL FOR HOOD
77958	10033	02VN01	PLATFORM TRUCK HEAVY DUTY
77958	10034	02VN01	DUNNAGE RACK 48X22X12
77958	10035	02VN01	TOOLS-SOCKETS,WRENCH,PLIER,HAM
77958	10036	02VN01	CASH DRAWER, MAPLE
77958	10037	02VN01	DRAIN ASSY- PLASTIC
77958	10038	02VN01	GRIDDLE/CHARBROLER/EQUIP STAND
77958	10039	02VN01	SINGLE WELL/HEAT WELL/ICE PAN
77958	10040	02VN01	SHELVING
77958	10041	02VN01	SANDWICH UNIT C- TOP
77958	10042	02VN01	ICE MAKERS / ICE BINS
77958	10044	02VN01	CASH DRAWER, MAPLE
77958	10046	02VN01	PREP. STATION, COUNTERTOP
77958	10048	02VN01	REFRIGE/DELI PREP/FREEZER
77958	10049	02VN01	STEAMER/CONVECTION OVEN/RANGE
77958	10050	02VN01	DISHWASHER
77958	10051	02VN01	MIXER/SLICER
77958	10053	02VN01	MONEY BAGS
77958	10054	02VN01	DUMP STATION/TRANSFER CABINET
77958	10055	02VN01	HAND TRUCK/SECURITY SAFE TRUCK
77958	10056	02VN01	BUN PAN RACK
77958	10057	02VN01	FOOD PROCESSOR
77958	10058	02VN01	PIZZA CABINET/PIZZA WARMER
77958	10059	02VN01	ROLLER GRILL / BUN WARMER
77958	10060	02VN01	ICE BINS
77958	10061	02VN01	TACO TABLE
77958	10062	02VN01	WARMING CABINETS
77958	10063	02VN01	GAS HOSES
77958	10064	02VN01	SHEET PANS
77958	10065	02VN01	MOP SINK
77958	10066	02VN01	GRIDDLE/CHARBROILER/EQUIP STAN
77958	10067	02VN01	CHARBROILER
77958	10070	02VN01	CONDIMENT CART
77958	10071	02VN01	CARTS-DOGGIE,NACHO,BEER
77958	10072	02VN01	TABLE- 8'X30 GRAY COMMERCIALT
77958	10073	02VN01	COOLER INSTALLATION
77958	10074	02VN01	OFFICE FURNITURE
77958	10075	02VN01	TONGS,SPOON,SERVERS,PAN,CHAFFER
77958	10077	02VN01	CARVING STATION
77958	10078	02VN01	SERVING DISHES

ATTACHMENT C

The Colonial Center assets as of 2/28/17

UNIT	ASSET	PAR	DESCRIPTION
77958	10079	02VN01	CASTERS
77958	10081	02VN01	HC-FILTER-TRIPLE
77958	10082	02VN01	CASTERS FOR GH45
77958	10086	02VN01	TABLE 60X30 & COMPARTMENT SINK
77958	10090	02VN01	HAND SINK FAUCETS
77958	10091	02VN01	UTENSILS-CARVE,GARNISH,PARING
77958	10093	02VN01	BAKING SHEET PANS
77958	10094	02VN01	SERVING STATION
77958	10095	02VN01	EQUIPMENT STAND
77958	10096	02VN01	PAN SAUTE 3QT & DOUBLE ROASTER
77958	10097	02VN01	OVEN,CONVEYOR,GAS
77958	10099	02VN01	TABLES AND SHELVING
77958	10116	02VN01	97 FORD LEASE(12/00,1/01-6/01)
77958	10122	02VN01	CASH DRAWERS 20 MAPLE
77958	10123	02VN01	INSTALL ALL STAINLESS FOR HOOD
77958	10124	02VN01	MENU BOARDS
77958	10125	02VN01	GAS HOSES
77958	10131	02VN01	CONTAINERS&FOOD STORAGE BOXES
77958	10132	02VN01	DESIGN BUILD DRAWINGS
77958	10133	02VN01	LEG 4 ADJUSTABLE-NICKEL PLATE
77958	10136	02VN01	FAUCETS
77958	10137	02VN01	ASTRO POP WARMER 28X28 120V
77958	10138	02VN01	PANS-6 WITH ANTIJAM 1/6 SIDES
77958	10139	02VN01	LID-STAINLESS TO FIT SW27-8C
77958	10140	02VN01	SPOUTS ONLY 15 LONG
77958	10207	02VN01	PROOFER KICKING BREAKER BOX
77958	10208	02VN01	BUN PAN RACK
77958	10209	02VN01	SINK FLANGE ASSEMBLY
77958	10210	02VN01	ADDING POWER TO EQUIPMENT
77958	10211	02VN01	FOR TECH TO STAND BY AT OPENIN
77958	10213	02VN01	FAUCETS
77958	10215	02VN01	INSTALLATION OF LEGS&ROLLER GR
77958	10217	02VN01	FILTER TRIPLE HC
77958	10219	02VN01	LEGS 4 ADJUSTABLE
77958	10222	02VN01	DRAWER WARMER & CASTERS
77958	10223	02VN01	EXTINGUISERH
77958	10340	02VN01	ELECT WORK 2ND FL BOXES CIRCUI
77958	10411	02VN01	SPOT LIGHTS,GRIDS,BACK DROPS
77958	10527	02VN01	HOOKUP DRYERS(2) EVENT KITCHEN
77958	10839	02VN01	FLOOR GRATE 39 7/8 X23 7/8
77958	11993	02VN01	HEAT LAMP SHADE/CHROME LAMP
77958	15048	07VC02	CR CARD MACH: EXADIGM XD1000
77958	15717	08VC08	DISHWASHER RACKS
77958	15718	08VC08	POKER CHIP DOLLIES
77958	15719	08VC08	CHINA & FLATWARE
77958	16184	08VC08	PAINT CONCESSION STANDS
77958	16185	08VC08	PAINT GRAPHIC DESIGN:CONCESSN
77958	16355	08VC08	PAINTING OF CONCESSION STANDS
77958	16356	08VC08	WALL WRAP GRAPHICS/SIGNAGE
77958	26046	12VC05	EQUIPMENT FOR POS SYSTEM
77958	26047	12VC05	POS SYS: CLOUD MGD ACCESS PT
77958	26048	12VC05	POS SYS: PRINTER POWER SUPPLY
77958	26121	12VC05	Cash Registers
77958	26752	12VC05	POS SYSTEMS UPDATE
77958	28586	14OH16	DELL REFURBISHED COMPUTERS
77958	33747	15OH32	WATCHGUARD FIREWALL M200
77958	33778	16OH10	WATCHGUARD FIREWALL MR66

COPY

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):

Agreement Years Two - Eight (i.e., Aug 1, 2002-Jul 31, 2009):

Subtotal Paid for Agreement Years One-Eight:

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):	██████████
Agreement Year Ten (i.e., Aug 1, 2010-Jul 31, 2011):	██████████
Agreement Year Eleven (i.e., Aug 1, 2011-Jul 31, 2012):	██████████
Agreement Year Twelve (i.e., Aug 1, 2012-Jul 31, 2013):	██████████
Agreement Year Thirteen (i.e., Aug 1, 2013-Jul 31, 2014):	██████████
Agreement Year Fourteen (i.e., Aug 1, 2014-Jul 31, 2015):	██████████
Agreement Year Fifteen (i.e., Aug 1, 2015-Jul 31, 2016):	██████████
Agreement Year Sixteen (i.e., Aug 1, 2016-Jul 31, 2017):	██████████

Subtotal to be Paid for Agreement Years Nine-Sixteen: ██████████
Total: ██████████

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.

██████████. 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~~ ^{due upon execution of this 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. *JK*

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 ██████████ for each Agreement Year One through and including Agreement Year Eight for a total of ██████████. 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.

- 2.3 Media Sponsorship Fees.** The Parties agree that [REDACTED] of the annual Sponsorship Fees provided under Section 2.1 will be allocated by GSP to support Sponsor's sponsorship of the University Coaches' television and radio shows. GSP shall make such payments directly to the media company selected by University to provide the University Coaches' television and radio programs. Such funding will be guaranteed during the Term, unless University and Sponsor mutually agree to a different media program.
- 2.4 Payments Exclusive Consideration.** University acknowledges that the consideration to be paid to it in return for the rights granted by University under this Agreement will be paid by GSP to University pursuant to a separate agreement between GSP and University. University and GSP each agree that the payments and other consideration described in this Section 2 are the sole consideration due for the rights granted to Sponsor under this Agreement, and no other fees or consideration will be charged to Sponsor.
- 2.5 Payments to ASM.** ASM acknowledges that the consideration to be paid to it in connection with the performance of its obligations under this Agreement will be paid by GSP to ASM pursuant to the MSA or other separate agreement between ASM and GSP and/or ASM and University. ASM acknowledges and agrees that Sponsor shall have no liability to ASM, and ASM shall have no recourse against Sponsor, for any consideration that is or may otherwise be due by ASM to GSP in connection with the performance of its obligations under this Agreement.

3. Beverage Pricing; Approved Cups; Bottles

- 3.1 Beverage Purchases.** University acknowledges that it employs a third party to manage or operate food and Beverage operations (the "Concessionaire") at the Athletics Facilities. University agrees that it is required to cause Concessionaire to purchase from Bottler (for itself or as Company's agent), and Bottler (for itself or as Company's agent) will sell to Concessionaire, all of Concessionaire's requirements for Beverages at the Athletic Facilities, except for Approved Cups and lids. Those purchases will be made at prices and on other terms as set forth in Company's then current agreement with Concessionaire. If University engages any new Concessionaire(s) to operate at the Athletics Facilities after the Effective Date of this Agreement, University agrees to provide Company with thirty (30) days written notice prior to the effective date of such contract. Except as otherwise provided herein, Company will separately negotiate terms for Beverage prices, equipment and service with such Concessionaire. Should University decide to manage or operate food and Beverage operations on its own, University will purchase from Bottler all requirements for Beverages at the Athletic Facilities, except for Approved Cups and lids, at the pricing mutually agreed upon by University and Bottler at the then-current time.
- 3.2 Approved Cups.** The cups in which Beverages will be sold at the Athletics Facilities are referenced herein as "Approved Cups" and are more specifically defined in Exhibit A.

4. Beverage Equipment

- 4.1 Loan of Post-Mix Equipment.** Company will lease to Concessionaire approved dispensing equipment reasonably necessary to enable Concessionaire to dispense a quality fountain Beverage on terms as set forth in Company's then current agreement with Concessionaire. If

University engages any new Concessionaire(s) to operate at the Athletics Facilities after the Effective Date of this Agreement, University agrees to provide Company with thirty (30) days written notice prior to the effective date of such contract. Except as otherwise provided herein, Company will separately negotiate terms for equipment with such Concessionaire. Should University decide to manage or operate food and Beverage operations on its own, University will lease such equipment directly from Company.

Unless otherwise agreed to with Concessionaire or University in writing:

- (A) where permitted by law, Company will lease such equipment without charge during the Term;
- (B) any deposits for CO₂ cylinders will be at the discretion of the Bottler and CO₂ deposits will be invoiced by and payments made directly to the Bottler;
- (C) no ice makers, water filters or frozen carbonated beverage equipment will be provided;
- (D) any equipment provided by Company under the Agreement will at all times remain the property of Company;
- (E) the standard lease terms, attached hereto as Exhibit I, are hereby made a part of the Agreement;
- (F) if there is a conflict between the terms and conditions of Company's standard lease agreement and this Agreement, the terms and conditions of this Agreement shall govern;
- (G) Company shall be responsible for maintaining, repairing and replacing all required dispensing equipment as needed (such equipment consistent with Company's quality standards for such types of equipment) without charge;
- (H) maintenance and repair as opposed to replacement of Company's fountain equipment will be performed by Company wherever practical;
- (I) the equipment will be made available for return in good condition, reasonable wear and tear excepted, upon the expiration or termination of this Agreement; and
- (J) at the end of the Term, the Company shall have the right to remove all equipment from the Athletic Facilities at no expense to University.

4.2 Intentionally Left Blank.

4.3 University's Equipment Obligations. With respect to the equipment described in this Section 4, University will and will cause Concessionaire to:

- (A) upon the equipment owner's request, execute or authorize UCC financing statements or other documents evidencing proper ownership of the equipment; and
- (B) refrain from removing equipment from its location at the Athletics Facilities unless University receives written consent of the equipment's owner; and

- (C) refrain from encumbering the equipment or permit any attachment to it, unless authorized to do so by the equipment's owner; and
- (D) reimburse Company for any loss of or damage to the post-mix equipment, except for reasonable wear and tear; and
- (E) reimburse Bottler for any loss of or damage to any equipment owned by or the responsibility of Bottler, except for reasonable wear and tear.

4.4 Post-Mix Equipment Service. Company will provide Concessionaire with mechanical repair service and routine maintenance for post-mix equipment on terms as set forth in Company's existing agreement with Concessionaire.

4.5 Intentionally Left Blank.

4.6 Limitation. Sponsor will not be liable to University or Concessionaire for damages of any kind arising out of delays in providing service to equipment at the Athletics Facilities, provided however that Sponsor shall make reasonable and timely efforts to repair or replace equipment to prevent such delay.

5. Beverage Rights

Each of the Rights Holders and University grants Sponsor the following exclusive Beverage availability rights and Beverage merchandising rights:

5.1 Beverage Availability. Except as provided by Section 5.3 of this Agreement, no Competitive Products shall be sold, dispensed, or served at all or any part of Athletics Facilities for any and all events, athletic and non-athletic, held at the Athletics Facilities during the Term. All Company Beverages sold, dispensed, or served at Athletics Facilities must be bought from Bottler, either directly or through Bottler as Company's agent. University will make Company Beverages available for sale whenever concessions are offered at Athletics Facilities in all package forms, through fountain dispensing, hawking (subject to Section 5.2(C) herein) or any other means agreed upon by Sponsor and University.

University acknowledges that Bottler may sell to Concessionaire, and Concessionaire may sell at the Athletics Facilities, Beverages in 20 oz. plastic bottles ("**Bottles**"). Company, Bottler and University agree that if during any event held at an Athletics Facility, the spectators throw Bottles onto the playing field or surface and thereby disrupt the athletic event or otherwise make use of the Bottles so as to endanger players, officials or other spectators, University may, in its reasonable discretion, direct Concessionaire to suspend the sale of Bottles during such event. Company, Bottler and University further agree that the University may suspend the sale of Bottles at future events at the Athletics Facilities if the University, in its reasonable discretion, and after first consulting with Bottler and Sponsor regarding alternate packaging options, determines that such action is necessary to protect the integrity of such future events or the safety of the players, officials or spectators.

5.2 Beverage Merchandising. The exclusive right to merchandise Company Beverages at all Athletics Facilities, including the following specific rights:

- (A) **Point-of-Sale Advertising.** Materials promoting Company Beverages at the point of sale must be clearly visible to the purchasing public and must be displayed in a manner and location acceptable to Sponsor and reasonably agreed to by University.
- (B) **Concession and Menuboard Advertising.** Trademarks of Company Beverages must be prominently listed on the menuboards of all food and refreshment outlets and will be provided by a third party at no cost to University.
- (C) **Approved Cups; Beverage Hawking.** All Beverages served, sold, or dispensed at the Athletics Facilities must be done so in Approved Cups (except as provided in Section 5.3 below), or in Company's packaging or in promotional containers designed by Company or approved in writing by Company, and approved by University for use in the Athletics Facilities. In the event that the University and Concessionaire determine that hawking is worthwhile and appropriate for a given event within the Athletic Facilities, then Company Beverages must be hawked in the stands during all such events.
- (D) **Alternative Distribution.** University will sell Beverages using only Company-trademarked materials, such as hawking trays, kiosks, themed mobile/push carts and themed umbrellas (i.e., at point of sale), if and to the reasonable extent provided by Sponsor at Sponsor's sole cost.

5.3 Permitted Exception for Other Beverages. University may serve, sell or dispense the following drinks at the Athletics Facilities:

- (A) University may serve, sell or dispense unbranded fresh squeezed juices, unbranded tap water and hot coffee or hot tea, fresh brewed on the premises. Such coffee and tea drinks must be made available in unbranded cups, with the exception of Starbucks coffee.
- (B) University represents and warrants that each of the Rights Holders and University have an agreement with PepsiCo Inc., under which the Gatorade brand has the exclusive right to make "Gatorade" brand sports drinks available only to players, coaches, sideline personnel and other staff on the sidelines and in the locker rooms at the Athletics Facilities and at away games, to exclusively place such items as coolers, ice chests, drinking cups, and towels in the sideline areas at University's home and away games, and to exclusively display Gatorade promotional materials in the sideline areas.
- (C) **Sports Nutritional Beverage Exception.** Notwithstanding anything in this Agreement to the contrary, University Athletics may procure, directly or indirectly, throughout the Extended Term of this Agreement, a Sports Nutritional Beverage Competitive Product selected by University Athletics provided, however, that University Athletics acknowledges and agrees that such Sports Nutritional Beverage Competitive Product shall be made available for consumption only by the players, coaches, sideline personnel and other staff on the sidelines and in the locker rooms at the Athletics Facilities and shall not be made available or resold to the general public and shall not be advertised or promoted in any way whatsoever at any of the Athletics Facilities. During the Extended Term of this Agreement, University Athletics agrees not to enter into any contracted agreement with any provider of a Sports Nutritional

Beverage Competitive Product for availability or marketing rights and agrees that no marks or logos for any Sports Nutritional Beverage Competitive Product will be publicly displayed (except on individual containers of such Sports Nutritional Beverage Competitive Products consumed on the sidelines), nor will such Sports Nutritional Beverage Competitive Product be marketed, advertised, promoted, or sampled at the Athletics Facilities, or otherwise in connection with the University, the Athletics Facilities or the University Marks. The Parties acknowledge and agree that Sponsor may make available and provide samples of any Company Sports Nutritional Beverage, including Powerade Protein Milk, to University throughout the Extended Term, and University Athletics agrees to make such Company Sports Nutritional Beverages available at the Athletics Facilities for consumption by the players, coaches, sideline personnel and other staff to the same extent that other Sports Nutritional Beverage Competitive Products are made available.

(D) Intentionally Left Blank.

(E) Intentionally Left Blank.

(F) University will hold no more than three (3) concerts per Agreement Year in the Colonial Life Arena, and no more than one (1) concert per Agreement Year in the Williams-Brice Stadium, sponsored by any Competitive Product. In order for the University to allow such a concert in either the Colonial Life Arena or Williams-Brice Stadium, the concert must meet the following requirements: (a) it must be sponsored by such Competitive Product under a sponsorship agreement with the owner or operator of the subject event; (b) it must be conducted on a national basis (i.e., as part of a tour); and (c) the sponsorship agreement referred to in "(a)" above must require, as a pre-condition for the Athletics Facility to host the concert, on-site advertising and/or promotion (but not sampling or availability) for such Competitive Products ("**Excepted Events**"). The exclusive rights of Sponsor shall not be affected during an Excepted Event except as specifically set forth in this Section 5.3(F). If necessary, Sponsor will consider in good faith additional, nationally sponsored competitive events at the request of University, however, Sponsor will approve or disapprove of additional Excepted Events at its sole discretion.

6. Sponsorship and Trademark Rights

Each of the Rights Holders and University grants Sponsor the following exclusive sponsorship and trademark rights:

6.1 General Sponsorship Designation. Sponsor may promote the fact that Sponsor is a sponsor of University Athletics, Athletic Facilities and Teams and that Company Beverages are available at the Athletics Facilities. This promotion may occur in advertising (including, television, radio, print, internet and all other media, whether now or hereafter known), on packaging (including, without limitation, cups and containers), and at the point of sale of any Company Beverages. For example, Sponsor may refer to itself in any of Sponsor's marketing, advertising or promotional materials as "sponsor" of University Athletics, Athletic Facilities and Teams, and refer to any Company Beverage in any of Sponsor's

marketing, advertising or promotional materials as the "official" or "exclusive" Beverage of University Athletics, the Athletics Facilities or the Teams.

6.2 License to Use University Marks.

(A) **Grant of License.** Subject to University's approval rights in Section 8.2, University grants Sponsor an irrevocable, license during the Term to use the University Marks throughout the United States -- on a royalty-free basis (except as set forth hereinafter in Section 6.2(C)) for the purposes of promoting Company Beverages solely in connection with University Athletics. No other person or entity shall be granted license or sublicense to use University Marks for the purpose of promoting Beverages in connection with University Athletics. Sponsor may use the University Marks in or on all of Sponsor's advertising, promotional and packaging materials and activities, which include -- for all purposes of this Agreement -- point-of-sale materials; cans, bottles, commemorative cans or bottles, can/bottle wraps and all other forms of packaging; broadcast, print, internet, electronic and all other forms of media, whether now or hereafter known; and merchandise.

(B) **Use With Customers.** Subject to University's approval rights in Section 8.2, Sponsor may use the University Marks in joint advertising and promotions with Sponsor's customers and display the University Marks with its customers' trademarks, logos and branded products in or on all advertising, promotional and packaging materials and activities, so long as the University Marks appear with Sponsor's trademarks, the customer is not depicted as a sponsor of University Athletics or in such a way as to imply that University Athletics endorses the customer, and such advertising and promotions are not exhibited or displayed in the Athletic Facilities. Because the royalties and license fees are included in the Sponsorship Fees to be paid to GSP under this Agreement and each of ASM and University has been or will be compensated by GSP under separate agreements, neither University, ASM nor GSP shall charge Sponsor or its customers a royalty or license fee for using the University Marks as permitted under this Agreement.

(C) **Use on Merchandise.** Subject to University's approval rights in Section 8.2, Sponsor may create merchandise bearing trademarks of Company Beverages together with any of the University Marks. [REDACTED]

[REDACTED] University agrees that royalties will not apply in any circumstances to any of the following that bear University Marks: cups; vessels; cans, bottles, or commemorative cans or bottles, containing Company Beverages; and advertising or promotional materials (unless such promotional materials are offered for sale). Except for the merchandise set forth in this Section 6.2(C), the sale of any merchandise bearing University Marks shall be subject to the University's trademark and licensing program, including applicable royalty fees.

7. Promotional and Advertising Rights

Each of the Rights Holders and University grants Sponsor the following exclusive promotional and advertising rights:

7.1 Promotional Rights. Each of the Rights Holders and University grants Sponsor the exclusive right to promote Company Beverages during the Term with respect to University Athletics, the Teams, and the Athletics Facilities.

(A) **General.** Subject to University's approval rights in Section 8.2, the Rights Holders' approval rights as they relate to a venue (not a promotion away from the University's campus) and the merchandising rights set forth in Section 6.2(C) herein, Sponsor may engage in promotional activities in order to establish and promote Sponsor's sponsorship association with University Athletics, the Teams, and the Athletics Facilities. These promotional activities may include, for example, offering commemorative bottles or cans or souvenir cups with University Marks, for sale at retail outlets located at the Athletics Facilities and/or at any location outside the Athletics Facilities.

(B) **Activities with Customers.** The promotional activities permitted under this Article 7 may be conducted jointly with Sponsor's customers, who may be identified in or on advertising, promotional and packaging materials with their respective trademarks, logos, and branded products, as well as generally identified as participants in the promotion, so long as Sponsor's trademarks are included, the customer is not depicted as a sponsor of University or University Athletics or in such a way as to imply that University Athletics endorses the customer, and such advertising and promotions are not exhibited or displayed in the Athletic Facilities. Sponsor shall use reasonable efforts to provide University Athletics' exclusive sponsors in the grocery store channel only with a right of first refusal to participate in such promotional activities for the grocery store trade channel in which the University Athletics' sponsor has exclusive rights with University Athletics. Additionally, should such sponsor agree to participate in such advertising and promotions and Sponsor, in its sole and good faith discretion, determines that such sponsor failed to actively participate in, or perform the obligations required of such sponsor with respect to, such promotional activities, Sponsor shall not be required, and shall have no obligation, to provide such sponsor a right of first refusal with respect to any future promotional activities, and Sponsor shall be free to conduct such promotional activities with Sponsor's other customers in that same grocery store trade channel, provided that such promotional activities are not exhibited or displayed in the Athletic Facilities. Should such sponsor decline to participate in such promotional activities with Sponsor, Sponsor shall be free to conduct such promotional activities with Sponsor's other customers in that same grocery store trade channel, provided that such promotional activities are not exhibited or displayed in the Athletic Facilities.

7.2 Consumer Surveys. With University prior approval as to location and time, Sponsor may -- at Sponsor's expense -- conduct consumer surveys and Beverage sampling at the Athletics Facilities relating to Company Beverages and advertising. University may withhold approval in its reasonable discretion.

- 7.3 **Signage for Products.** Sponsor is entitled to have permanent signage at the Athletics Facilities for Company Beverages, as described in Exhibit F.
- 7.4 **Print Advertising.** University will provide Sponsor with print advertising opportunities, as described in Exhibit F.
- 7.5 **Internet.** University will acknowledge Sponsor's sponsorship and Company Beverage availability in the Athletic Facilities on its "Gamecocks" Athletics home page on the University's website via banner or button and a hyperlink command to a Sponsor-designated website. Company may also develop a special page acknowledging Company Beverage sponsorship within the "Gamecocks Athletics pages of the University's website."
- 7.6 **Video Advertising & Digital Content.** Sponsor is entitled to video advertising, as described in Exhibit F. Additionally, University will provide Sponsor with digital content, which may include video highlights of University events, audio content of University theme songs, screensavers, etc. for Sponsor to replicate and use as promotional premiums, including for use as rewards on Sponsor's "My Coke Rewards" loyalty program. University will make best efforts to clear any rights that may be required for such use, and will refresh the digital offerings periodically.
- 7.7 **Tickets and Hospitality Rights.** University will provide Sponsor with the types and quantities of tickets and other entertainment rights described in Exhibit F. University will deliver, as soon as they become available, all tickets for each event to a single location as designated by Sponsor, addressed in care of the person specified designated by Sponsor from time to time.
- 7.8 **Miscellaneous Promotional Rights.** University grants the following promotional rights to Sponsor during each Agreement Year: (i) rights to the Jr. Gamecock Fan Club (at least one mutually agreed upon event), (ii) "Pass with Honors" (at least one mutually agreed upon event), (iii) Gamecocks Experience Tailgate Party (at least one mutually agreed upon event), (iv) three mutually agreed upon on-court promotions at the Colonial Life Arena beginning in the 2003-2004 season, (v) two mascot appearances, subject to availability, and (vi) a premium giveaway (at least one per season at mutually agreed upon games) for each of the varsity football Team and the men's and women's varsity basketball Teams.
- 7.9 **Merchandise.** GSP will provide to Sponsor forty-eight (48) items of merchandise selected and determined by GSP in its reasonable discretion (not autographed).
8. **Cooperation and Approvals**
- 8.1 **General Cooperation.** University will reasonably cooperate with Sponsor's activities – off-Campus – designed to promote Sponsor's sponsorship association with University Athletics, the Teams, the Athletic Facilities and the University Marks, provided, however, that the University's cooperation under this section would not require University to expend any money.
- 8.2 **University Approval Rights.**
- (A) **Promotions.** University has the right to approve in advance the following:

- (1) the concept for any promotional activity with respect to University Athletics and/or Teams; and
- (2) any materials that display any University Marks.

But Sponsor has the right at any time to use the Designations (for example, "Official Sponsor of University Athletics and/or Teams") without University's prior approval unless such Designations will be made in association with customers of Sponsor and further subject to the merchandising rights granted in Section 6.2(C) herein.

- (B) **Deemed Approval.** If University does not respond to a written submission for approval within ten (10) business days after receiving it, then Sponsor may send notice to University that Sponsor has not received University's response. If University still does not respond within forty-eight (48) hours of the sending of that notice via facsimile, Sponsor is entitled to treat the submission as approved.
- (C) **Withholding Approval.** University will not unreasonably withhold approval of a submission. Withholding approval is considered unreasonable unless it is based on:
 - (1) University's determination that University Marks have been used incorrectly in a technical sense (such as improper color or other trademark nonconformity); or
 - (2) University's reasonable determination that Sponsor's proposed promotional activity or use of University Marks will reflect negatively on University or University Athletics.
 - (3) Notwithstanding the foregoing, University reserves the right to withhold approval of any merchandise bearing University Marks in its sole discretion.

9. Exclusive Association; No Competitive Beverages

- 9.1 **No Competitive Products at the Athletics Facilities.** University and the Rights Holders covenant that no Competitive Products will be sold, dispensed, served, or sampled anywhere at the Athletics Facilities, except as set forth in Section 5.3.
- 9.2 **No Competing Trademark Visibility.** University and the Rights Holders covenant that they shall not individually or collectively grant any form of trademark visibility or promotional or advertising rights to Competitive Products at Athletics Facilities, except in connection with the lease or license of Athletics Facilities or areas within the Athletics Facilities for private use or as permitted under Section 5.3(F). University and the Rights Holders further covenant that there shall be no association or appearance of an association between Competitive Products, on the one hand, and Teams, University athletics, and Athletics Facilities, on the other hand, except as expressly permitted under Section 5.3.
- 9.3 **No Promotion or Advertising of Competitive Products.** University and the Rights Holders covenant that no permanent or temporary advertising, signage, or trademark visibility for Competitive Products is displayed at the Athletics Facilities, except as set forth in Section 5.3(A)-(F) or during private use and except in connection with the lease or license of Athletics Facilities or areas within the Athletics Facilities for private use.

- 9.4 No Competitive Use of University Marks.** University and the Rights Holders covenant that they shall not individually or collectively grant any rights to use the University Marks or Designations to third parties (such as Broadcasters) in a way that permits those third parties to use those rights in association with Competitive Products in connection with University Athletics, Teams and Athletics Facilities. However, Broadcasters may sell in-game spot advertising for Competitive Products, so long as the spots do not display or refer to the Designations or University Marks.
- 9.5 No Third-Party Beverage Promotions.** University and the Rights Holders covenant that they shall not grant any third party the right to conduct promotions involving Beverages or Beverage containers, including promotions that relate primarily to non-Beverage items but involve a Beverage -- on a branded or unbranded basis -- as a purchase requirement or promotional fulfillment. This provision applies even if the promotion involves a Company Beverage, unless Sponsor participates in the promotion
- 9.6 Steps to Stop Ambush Marketing.** Except as authorized in this Agreement, if any third party, including, without limitation, University's media partners, Conferences, Bowls and others with whom University has ongoing relationships, tries or attempts, without Sponsor's consent, to associate Competitive Products with University Athletics, Athletic Facilities or Teams -- or tries or attempts to suggest, by implication or otherwise, that Competitive Products are so associated -- University and the Rights Holders will take commercially reasonable steps to stop such "ambush marketing" activity and protect Sponsor's exclusive association.

These steps may include the following, as circumstances warrant.

- (A) complaining in writing to the violating Party;
- (B) issuing private cease and desist letters; and
- (C) instituting legal action (at University's cost), where appropriate, including suits for temporary and permanent injunctive relief.

Any Party learning of ambush marketing will notify the other Parties of such activity immediately upon learning thereof.

10. Intentionally Left Blank.

11. Representations, Warranties, and Covenants

11.1 By University. University represents, warrants, and covenants to Sponsor the following:

- (A) **Authority.** It has full power and authority to enter into this Agreement and to grant Sponsor the rights described in it.
- (B) **Binding Obligation.** It has obtained all necessary approvals for its execution, delivery, and performance of this Agreement. It has duly executed and delivered this Agreement, which is now its binding legal obligation.

(C) **Right to License University Marks.** It has the exclusive right to license the University Marks to Sponsor.

(D) **No Conflicting Agreements.**

(1) It has not entered into -- and during this Agreement's Term will not enter into -- either of the following:

(a) any agreement that would prevent it from complying with this Agreement;
or

(b) any agreement granting rights that are in conflict with the rights granted to Sponsor under this Agreement.

(2) It will require Concessionaires and the Rights Holders to comply with the relevant provisions of this Agreement.

(3) The terms of this Agreement do not violate (i) any guidelines, regulations or rules of the NCAA or the SEC or (ii) the terms of the University's agreement with PepsiCo, Inc's "Gatorade brand" described in Section 5.3(B) of this Agreement.

(4) It will not modify the terms of any contractual arrangements between University and any Rights Holder in a manner that directly effect this Agreement, without the prior written consent of Sponsor, which consent will not be unreasonably withheld or delayed.

(5) The term of the contractual arrangements between University and each Rights Holder is concurrent or longer than the Term of this Agreement.

(6) University shall use best efforts to provide Sponsor with prior written notice prior to any proposed Assignment (as indicated under Section 14.7 below) during the remainder of the Term.

11.2 By Sponsor. Each of Company and Bottler, jointly and severally, represents, warrants, and covenants to the Rights Holders and University the following:

(A) **Authority.** It has the full power and authority to enter into this Agreement.

(B) **Binding Obligation.** It has obtained all necessary approvals for its execution, delivery, and performance of this Agreement. It has duly executed and delivered this Agreement, which is now its binding legal obligation.

(C) **No Conflicting Agreements.** It has not entered into -- and during this Agreement's Term will not enter into -- any other agreement that would prevent it from complying with this Agreement.

11.3 By Rights Holders: Each Rights Holder represents, warrants, and covenants to Sponsor the following:

- (A) **Authority.** It has full power and authority to enter into this Agreement and to grant Sponsor the rights described in it.
- (B) **Binding Obligation.** It has obtained all necessary approvals for its execution, delivery, and performance of this Agreement. It has duly executed and delivered this Agreement, which is now its binding legal obligation.
- (C) **No Conflicting Agreements.**
 - (1) It has not entered into -- and during this Agreement's Term will not enter into -- either of the following:
 - (a) any agreement that would prevent it from complying with this Agreement; or
 - (b) any agreement granting rights that are in conflict with the rights granted to Sponsor under this Agreement.
 - (2) It will not modify the terms of any contractual arrangements between Rights Holder and University in a manner that directly effect this Agreement, without the prior written consent of Sponsor, which consent will not be unreasonably withheld or delayed.
- (D) **Concurrent Term.** The term of the contractual arrangements between University and Rights Holder is concurrent or longer than the Term of this Agreement.
- (E) **Assignment.** Rights Holder shall use best efforts to provide Sponsor with prior written notice prior to any proposed Assignment (as indicated under Section 14.7 below) during the remainder of the Term.

12. Remedies and Termination

This Agreement may be terminated earlier than the July 31, 2017 expiration date under the following circumstances:

- 12.1 **Rights Holders' Termination Rights.** In addition to other legal and equitable remedies, any Rights Holder may terminate this Agreement if any of the following events occur:
- (A) **If Company or Bottler Doesn't Pay.** Subject to the terms of Section 2.1 of this Agreement, GSP may terminate if Company or Bottler fails to make any payment to GSP under this Agreement, and if this default continues for forty-five (45) days after both Company and Bottler receive written notice of the default. But GSP may not terminate if the payment failure is due to GSP's, ASM's or University's failure to perform or any material loss of Sponsor's rights.
 - (B) **If Sponsor or University Breaches.** Any Rights Holder may terminate if Sponsor or University breaches any other material term of this Agreement and the breaching Party fails to cure the breach within forty-five (45) days of receipt of written notice of the breach.

(C) If Sponsor Becomes Insolvent or Bankrupt.

- (1) In addition, any Rights Holder may terminate on forty-five (45) days written notice to Company and Bottler if Company or Bottler do any of the following:
 - (a) becomes unable to pay its liabilities when due;
 - (b) makes an assignment for the benefit of creditors;
 - (c) files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent;
 - (d) has a receiver appointed for any portion of its business or property; or
 - (e) has a trustee in bankruptcy or trustee in insolvency appointed for it under federal or state law.
- (2) No Rights Holder has the right to terminate because of Bottler's insolvency or other financial instability as described in Section 12.1(C)(1) if Company agrees to assume all of Bottler's obligations under this Agreement.

12.2 Sponsor's Termination Rights. In addition to other legal and equitable remedies, Sponsor may terminate this Agreement if any of the following events occur:

- (A) If University or any Rights Holder Breaches.** Sponsor may terminate if University or any Rights Holder breaches any material term or condition of this Agreement and the breaching Party fails to cure the breach within forty-five (45) days of receiving written notice of the breach. University agrees to immediately notify Sponsor of any default by any Rights Holder under any contractual arrangements between University and such Rights Holder at the same time University delivers notice to such Rights Holder of such default pursuant to the agreement between University and such Rights Holder.
- (B) If University or any Rights Holder Becomes Insolvent or Bankrupt.** Sponsor may terminate if University or any Rights Holder does any of the following:
 - (1) becomes unable to pay its liabilities when due;
 - (2) makes an assignment for the benefit of creditors;
 - (3) files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent;
 - (4) has a receiver appointed for any portion of its business or property; or
 - (5) has a trustee in bankruptcy or trustee in insolvency appointed for it under federal or state law.
- (C) If University or any Rights Holder Loses Authority.** Sponsor may terminate if University's or any Rights Holder's authority to convey any of the rights in this Agreement expires, is revoked or otherwise becomes materially impaired in any respect, in whole or in part.

(D) **If Athletics Facilities Close.** Sponsor may terminate if Williams-Brice Stadium, Carolina Stadium or the Colonial Life Arena is closed -- other than in connection with regularly scheduled breaks, and for any reason, even if beyond the reasonable control of University -- for a period of more than one hundred twenty (120) consecutive days, and during that period, sales of Company Beverages at the Athletics Facilities decrease by more than 20%, as compared to sales occurring in the same period of the immediately preceding Agreement Year. No later than seven (7) days after the closure, University shall give both Company and Bottler written notice of the closure of either Williams-Brice Stadium, Carolina Stadium or the Colonial Life Arena.

(E) **Written Notice Required.** Sponsor must give forty-five (45) days prior written notice to University and each Rights Holder when exercising any of its termination rights under Sections 12.2 (B) through (D).

12.3 University's Termination Rights. In addition to other legal and equitable remedies, University may terminate this Agreement if any of the following events occur:

(A) **If either Company or Bottler Becomes Insolvent or Bankrupt.** University may terminate if either Company or Bottler do any of the following:

- (1) becomes unable to pay its liabilities when due;
- (2) makes an assignment for the benefit of creditors;
- (3) files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent;
- (4) has a receiver appointed for any portion of its business; or
- (5) has a trustee in bankruptcy or trustee in insolvency appointed for it under federal or state law.

(B) **If Sponsor Breaches.** University may terminate if Sponsor breaches any material term or condition of this Agreement and fails to cure the breach within forty-five (45) days of receiving written notice of the breach.

12.4 Any Rights Holder Agreement Expires or is Terminated. In the event that the contractual arrangements between University and any Rights Holder are terminated or expire during the Extended Term, the University shall promptly notify Sponsor of such fact and shall assume the performance of any and all obligations of such Rights Holder hereunder and, if such termination or expiration relates to the contractual arrangements between University and GSP, Sponsor agrees to fulfill all obligations set forth herein and continue making all payments required in Section 2; provided, however, that all such payments shall be made directly to University.

12.5 Repayment of Sponsorship Fees.

(A) **Prorated Refund.** If this Agreement is terminated for any reason other than breach by Sponsor, GSP will refund to Sponsor any Sponsorship Fees and other fees paid hereunder by Sponsor and allocable to any period after the date of termination.

(B) **Allocation of Fees.** The Sponsorship Fees for each Agreement Year (or fraction of an Agreement Year included in the Term) will be allocated on an equal daily basis

throughout each Agreement Year (or fraction of the year), without regard to the date of termination or breach.

12.6 Sponsor's Additional Remedies. In addition to Sponsor's other available remedies, Sponsor may seek a reduction of the Sponsorship Fees and other fees paid by it hereunder -- as described in Section 12.7 -- if:

(A) **If Athletics Facilities Close.** If Williams-Brice Stadium, Carolina Stadium or the Colonial Life Arena is closed -- other than in connection with regularly scheduled breaks, and for any reason, even if beyond the reasonable control of University -- for a period of more than thirty (30) consecutive days, and during that period, sales of Company Beverages at the Athletics Facilities decrease by more than 20%, as compared to sales during the same period occurring in the immediately preceding Agreement Year; or

(B) **If Teams Fail to Play.** If University's varsity football or men's varsity basketball or men's varsity baseball teams do not play all its scheduled home games at the Athletics Facilities for a period of thirty (30) days or more, whether or not the failure to play is due to a cause beyond University's control (such as a strike or other work stoppage), University agrees to give both Company and Bottler written notice of the failure of any University Team to play all of its home games at Williams-Brice Stadium or the Colonial Life Arena no later than seven (7) days after the end of said thirty-day period.

12.7 Fee Reduction. If the circumstances described in Section 12.6 occur, then GSP and Sponsor will negotiate in good faith for an appropriate reduction of the remaining Sponsorship Fees and other fees payable under this Agreement (and GSP will pay Sponsor a refund of any prepaid amounts in excess of the reduced Sponsorship Fees and other fees paid by Sponsor in accordance with section 12.4(B) above). Sponsor's rights to terminate under subsection 12.2 (D) shall not be diminished by the provisions of Section 12.7.

12.7 Rights Holder Indemnification. Each Rights Holder agrees to indemnify, defend and hold harmless each of Company and Bottler for any claims, lawsuits, loss or damage (including reasonable attorneys' fees) made against or incurred by Company or Bottler arising out of related to such Rights Holder's breach of this Agreement or any negligent act or omission or intentional misconduct of such Rights Holder or any of its respective officers, employees or agents relating to this Agreement. In no circumstance will any Rights Holder be liable for any special, punitive or consequential damages.

12.8 Sponsor Indemnification. Company and Bottler each agree to indemnify, defend and hold harmless each of the Rights Holders and University from any claims, lawsuits, losses or damages (including reasonable attorney's fees) made against or incurred by either or both Rights Holders and/or University arising out of or related to (i) Company and/or Bottler's breach of this Agreement, (ii) any advertising supplied by Company and/or Bottler pursuant to this Agreement, (iii) any Beverage, except as to University for any claim, lawsuit, loss or damages (including reasonable attorneys' fees) arising out of University's negligent or willful conduct in handling of such Beverage or other item, supplied by either Company or Bottler pursuant to this Agreement, or (iv) any negligent act or omission or intentional misconduct of Company or Bottler or any of their respective officers, employees or agents

relating to this Agreement. In no circumstance will Company or Bottler be liable for any special, consequential or punitive damages.

13. Confidentiality

- 13.1 Sponsorship Agreement.** Except as otherwise required by South Carolina law, University and its agents, employees and representatives will not disclose in any way any terms of this Agreement. This obligation remains in effect for 3 years after the termination of this Agreement. University will give each of Company and Bottler prompt prior written notice of any disclosure of Agreement terms that appears to be required by law, so that Sponsor may assert any exemptions from or defenses to disclosure that may be available. Sponsor acknowledges that South Carolina law may require public disclosure of this Agreement.
- 13.2 Other Confidential Information.** Confidential information includes any business, marketing, promotional, or technical information provided by one Party to another. If information is designated by the offering Party as confidential, the information will remain the confidential proprietary information of that Party. It will not be disclosed, unless required by applicable law. If a Party determines that disclosure of another Party's confidential information appears to be required by law, that Party will give the other Parties prompt prior written notice, so that they may assert any exemptions from or defenses to disclosure that may be available.

14. Miscellaneous Provisions

- 14.1 Entire Agreement.** This Agreement and any other agreements referenced in it contain all the terms and conditions agreed on by the Parties with respect to this Agreement's subject matter. This Agreement does not invalidate or amend any other agreement between University and Sponsor (or between Affiliates of University and Sponsor) with respect to other subject matter.
- 14.2 Modification.** This Agreement can be modified or changed only by a written instrument signed by all Parties.
- 14.3 Retained Rights.** This Agreement does not give any Party any interest in or the right to use the trademarks of another Party except as specifically authorized in this Agreement. Even if use of a Party's trademarks is specifically authorized, the trademarks remain solely that Party's property, and no joint ownership can arise because of the other Party's use under this Agreement. This Agreement does not make any Party the agent of another Party, nor does it create any partnership or joint venture between University and Sponsor.
- 14.4 Insurance Obligations.** Each Party will maintain sufficient insurance to adequately protect its interests and liabilities under this Agreement in accordance with good business practices customary in its business. Upon request, each Party will provide proof of the required insurance.
- 14.5 Release, Discharge, or Waiver.** A Party's release, discharge, or waiver of any of this Agreement's terms or conditions is effective only if in writing and signed by that Party. A Party's specific waiver does not constitute a waiver by that Party of any earlier, concurrent or later breach or default. No waiver occurs if any Party fails to insist on strict performance of

this Agreement's terms or pays or accepts money under this Agreement with knowledge of a breach.

14.6 Severability. If any portion of this Agreement is severed -- that is, held indefinite, invalid, or otherwise unenforceable -- the rest of this Agreement continues in full force. But if the severance of a provision affects a Party's rights, the severance does not deprive that Party of its available remedies, including the right to terminate this Agreement.

14.7 Assignment.

(A) By University or Rights Holders. Neither University nor any Rights Holder shall assign any of University's or such Rights Holder's rights or obligations without Sponsor's prior written consent, which shall not be unreasonably delayed, withheld or conditioned. None of University's or any Rights Holder's rights or obligations may be assigned by operation of law without Sponsor's prior written consent. Any assignment that violates the terms of this provision is void. In addition to the foregoing, any Rights Holder shall provide advance, prior written notice to Sponsor of any material change in the ownership structure of such Rights Holder.

(B) By Sponsor. Sponsor may assign all or part of Sponsor's rights and obligations under this Agreement to any licensed Company bottler or to any of Company's subsidiaries, subject to the Rights Holders' and the University's prior written consent, which shall not be unreasonably withheld, delayed or conditioned.

14.8 Survival. A Party's obligations (if any) to observe confidentiality and to provide refunds, indemnification and rights of first refusal shall survive the expiration or termination of this Agreement for a period of three (3) years.

14.9 Notice. Any notice or other communication under this Agreement must be in writing and must be sent by registered mail or by an overnight courier service (such as Federal Express) that provides a confirming receipt. A copy of the notice must be sent by fax when the notice is sent by mail or courier. Notice is considered duly given three (3) days after it is properly addressed and deposited (postage prepaid) in the mail or delivered to the courier. Unless otherwise designated by the Parties, notice must be sent to the following addresses:

(A) Notice to Company.

The Coca-Cola Company
acting by and through its Coca-Cola North America Division
One Coca-Cola Plaza
Atlanta, Georgia 30313
Attention: Group Director, Business Affairs
Fax: (404) 598-5018

Copies to: Bruce Strothers, Marketing Counsel
Fax: (404) 598-3866

(B) Notice to Bottler.

CCBCC Operations, LLC
4100 Coca-Cola Plaza
Charlotte, North Carolina 28211
Attention: Mr. James Lee, Marketing Director, Promotions & Activation
Fax: (704) 557-4492

Copy to: Ms. Tracey LeRoy, Esquire
Fax: (704) 353-3266

(C) Notice to University.

University of South Carolina Athletic Department
Rex Enright Athletics Center
Columbia, South Carolina 29208

Attention: Ms. Marcy Girton
Fax: 803-777-8804

Copy to: Walter H. Parham, General Counsel
Fax: 803-777-9500

(D) Notice to ASM.

Action Sports Media
910 NE Martin Luther King Jr. Blvd.
Portland, Oregon 97232

Attention: Mr. Ralph McBarron
Fax: 503-963-3815

Copy to Michael V. Fennell, Vice President & General Counsel
One Center Court, Suite 200
Portland, Oregon 97227
Fax: 503-736-2188

(E) Notice to GSP.

14.10 Counterparts. This Agreement may be executed in two or more counterparts.

- 14.11 Headings.** All headings are for reference purposes only and must not affect the interpretation of this Agreement. All references to “days” in this Agreement mean business days. All references to “including” mean “including without limitation”.
- 14.12 Exhibits.** All exhibits are fully incorporated into this Agreement.
- 14.13 Governing Law.** This Agreement is governed by and must be interpreted under South Carolina law, without giving effect to any applicable conflict or choice-of-law provisions.
- 14.14 Notice to or Consent of Sponsor.** Whenever any provision of this Agreement requires (i) that notice be delivered to, or (ii) the prior consent of, Sponsor, notice shall be delivered to, and prior consent obtained from, both Company and Bottler.
- 14.15 Arbitration of Disputes.** Any dispute or claim which arises out of or which relates to this Agreement, or the interpretation or breach of this Agreement, shall be resolved in accordance with the then effective commercial arbitration rules of the American Arbitration Association and the results of such arbitration shall be binding on all Parties. The venue for any such arbitration shall be in Columbia, South Carolina. Notwithstanding the foregoing, any Party may apply to a court having jurisdiction to (i) enforce this agreement to arbitrate, (ii) seek provisional injunctive relief so as to maintain the status quo until the arbitration award is rendered or the controversy is otherwise resolved, (iii) avoid the expiration of any applicable limitations period, or (iv) to preserve a superior position with respect to other creditors.
- 14.16 Attorney's Fees.** In case any suit or action or proceeding in bankruptcy court or arbitration is instituted by any Party hereto arising out of this Agreement, the prevailing Party in such action, including any appeal, shall be entitled, in addition to the cost and disbursements provided by statute, to reasonable attorneys fees as determined by the arbitrator or by the court on trial or appeal.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement by their respective duly-authorized officers effective as of the date first above written.

~ * ~

[remainder of page intentionally blank]

THE COCA-COLA COMPANY,
by and through the Coca-Cola North
America division

By: [Signature]
Sharon J. Byers
Title: Group VP, Marketing Assets
Date Signed: August 4, 2011

UNIVERSITY OF SOUTH CAROLINA

By: [Signature]
Thomas L. Stepp
Secretary, USC Board of Trustees
Date Signed: 7-13-11

By: [Signature]
Eric Lynn
Director of Athletics
Date Signed: 8.9.2011

CCBCC OPERATIONS, LLC

By: [Signature]
SVP Sales & Marketing
Date Signed: 7/18/11

INTERNATIONAL SPORTS PROPERTIES
INC.

By: [Signature]
Title: SVP & CFO
Date Signed: 7-19-11

ACTION SPORTS MEDIA, INC.

By: [Signature]
Title: VICE PRESIDENT
Date Signed: 7-19-11

GAMECOCK SPORTS PROPERTIES, L.L.C.

By: [Signature]
Title: General Manager
Date Signed: July 14, 2011

Exhibit A

Definitions

"Affiliate" means, as to any entity, any other entity which is controlled by, controls, or is under common control with that entity. The term "control" (including the terms "controlled", "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity.

"Agreement Year" means each twelve month period beginning August 1 and ending July 31 each year of the Term.

"Approved Cups" means (i) non-disposable or souvenir cups that display only marks belonging to Company and the University Marks on a mutually agreed portion of the exterior cup surface and (ii) disposable cups that display marks belonging to Company on one-hundred percent (100%) of the exterior cup surface as approved in writing by Company. The Company's current disposable Approved Cup is indicated in Exhibit G.

"Athletics Facilities" means public areas of all buildings and grounds owned, controlled or operated by University Athletics primarily for athletics events during the Term, including facilities built or acquired during the Term.

"Beverages" means all non-alcoholic beverages (i.e. anything consumed by drinking), whether or not such beverages (i) contain nutritive, food, or dairy ingredients, OR (ii) are in a frozen form. This definition applies without regard to the beverage's labeling or marketing. Powders, syrups, grounds (such as for coffee), herbs (such as for tea), concentrates, and all other beverage bases from which Beverages can be made are deemed to be included in this definition. For the avoidance of doubt non-alcoholic beverages sold as "shots" or "supplements" are considered Beverages.

"Blockage" means the alteration, dimming, or obscuring of advertising for whatever reason, including by electronic manipulation or the electronic insertion of virtual signage for Competitive Products. "Blocked" has a corresponding meaning.

"Broadcaster" means any person or entity that in fulfillment of any agreement with University for any business purpose broadcasts, distributes, prints, syndicates, televises, or publishes by any means (including electronically via the Internet) any, film, videotape, or other recording or rendering of all or substantially all of any Team game or event held at the Athletics Facilities. "Broadcast" has a corresponding meaning.

"Company Beverages" means Beverages manufactured, distributed, marketed or sold under trademarks or brand names owned or controlled by or licensed for use to Company.

"Competitive Product" means all Beverages that are not Company Beverages, and all products marketed under Beverage trademarks that are not Company Beverages.

"Designations" means (1) "Official Soft Drink or water of the University of South Carolina Athletics, the Teams and/or the Athletics Facilities"; and (2) "Official Soft Drink or water of the University of South Carolina Gamecocks.

~~“National Account Pricing” The Company’s national account prices, by brand and package, as published by Coca-Cola Fountain and charged nationwide to its national chain account customers for its fountain syrups. These prices are subject to change from time to time in Company’s sole discretion to reflect changes applicable to all customers qualifying for national account pricing.~~

“NCAA” means the National Collegiate Athletic Association.

~~“Pouring Rights” means those rights specifically identified in Sections 3, 4 and 5 of this Agreement.~~

“SEC” means the Southeastern Conference.

“Sports Nutritional Beverages” (“SNBs”) means Beverages, in a ready-to-drink or powder form, that provides a blend of protein, vitamins and minerals used to affect metabolic function, muscular replenishments, as a protein supplement, and/or used for meal replacement, but is not used for or marketed as having hydration benefits and is not marketed as a “water,” “Sports Drink” or an “Energy Drink.” Current examples of SNBs include Met-RX®, Muscle Milk®, Gatorade® Nutrition Shake, Ensure®, and Myoplex®.

“Team” means any intercollegiate athletic team associated with University.

“Term or Extended Term” means, and the term of this Agreement is, the period beginning on August 1, 2001 and continuing until July 31, 2017, unless mutually extended by written agreement of the Parties or unless sooner terminated as provided herein.

“University Athletics” means the University athletic department and University’s athletic programs.

“University Mark” means any trademark, trade name, service mark, design, logo, slogan, symbol, mascot, character, identification, or other proprietary design now or in the future owned, licensed, or otherwise controlled by the University or any Rights Holder that refers to or identifies University Athletics ~~and is shown in Exhibit G.~~

Exhibit B

[INTENTIONALLY LEFT BLANK]

Exhibit C

Beverage Pricing

Post-Mix Products:

Price to University – then current National Account Pricing, subject to increase from time to time

Price to Concessionaire – governed by agreement between Concessionaire and Company

Bottle/Can Products: (As of 1/1/2010)

-
- 20 oz Dasani bottles
- 6 Pack Can
- 20 oz Minute Maid Blends
- 20 oz Powerade
- 20 oz Carbonated Soft Drinks
- 1 Litre Dasani
- 12 oz Dasani
- 15.2 oz Minute Maid
- 5 gallon Bag in box
- 2.25 gallon bag in box
- CO2 Gas [20lbs]
- 12 oz Foam Cups (1000)
- 16 oz Foam Cups (500)
- 24 oz Foam Cups (300)
- 32 oz Foam Cups (300)



INTENTIONALLY DELETED

Exhibit D

[INTENTIONALLY LEFT BLANK]

Exhibit E


[INTENTIONALLY LEFT BLANK]

Exhibit F


Sponsorship Inventory, Signage, Advertising, and Tickets

1. **Sponsorship Inventory.** Each Agreement Year during the Term, Sponsor will receive the following sponsorship inventory:

(A) Football

- (1) **Main Scoreboard Tri Vision**
 - Sponsors logo will be displayed on one (1) 16' x 16' tri vision panel on the main scoreboard during all home football games
- (2) **Scoreboard Signage**
 - One (1) Coke logo will be displayed on the scoreboard at all times during the football season
- (3) **Marquee**
 - One (1) of the three (3) sided panels on the Marquee signage in the parking outside of Williams-Brice Stadium
 - Includes logo recognition on the matrix message board
- (4) **Video Board Feature**
 - Entitlement of two (2) unique feature promotions per game (i.e., starting line-ups, fan contest, trivia, player of the game, etc.); Including opening and closing billboard
- (5) **Video Board Commercial**
 - Sponsor will receive three (3) :30 spots, without audio, on the video board per home game
- (6) **Concession Signage**
 - Sponsors logo will be displayed on the menu boards in the concession stands at all football games
- (7) **Radio**
 - One (1) :30 spot during each football broadcast on the Gamecock ISP Radio Network (12 broadcasts)
- (8) **TV**
 - One (1) :30 spot during each Steve Spurrier TV show (14 shows)
- (9) **Promotions**
 - 

(B) Men's Basketball

- (1) Hustleboard
 - Sponsors logo will be displayed on two (2) 2 x 10 hustleboard static panels in the interior of the Colonial Life Arena
- (2) Video Board Instant Replays
 - Presenting sponsor of approximately eight (8) replays per men's and women's home games; logo will remain in bottom corner of screen during replay
- (3) Video Board Feature
 - Entitlement of two (2) unique feature promotions per men's and women's home games (i.e., starting line-ups, fan contest, trivia, player of the game, etc.)
- (4) Matrix Board
 - Sponsors logo will be displayed on the matrix board in the Colonial Life Arena Concession Signage
 - Sponsors logo will be displayed on the concession sign age where needed
- (5) Radio
 - One (1) :30 spot during each men's basketball broadcast on the Gamecock ISP Radio Network (29 broadcasts)
- (6) TV
 - One (1) :30 spot during each Darrin Horn TV show (14 shows)
- (7) Promotions
 - 

(C) Baseball

- (1) Video Board Feature - New
 - Entitlement of one (1) exclusive video board feature per game: "Coke Zero Inning" - After each inning that USC holds the opponent to zero runs, one (1) PA will state;
 - "That was another Coke Zero inning. Each fan sitting in Section A Row A, will receive a coupon for one (1) free Coke Zero"
- (2) Video Board Replay - New
 - Sponsorship of two (2) replays per game, including full-screen logo exposure
- (3) Scoreboard Sign - New
 - One (1) 87.6"x88.38" scoreboard sign located on the upper right-hand corner

- (4) PA Announcements - New
 - Coca-Cola will receive four (3) PA announcements during each game:
 - One (1) will be designated for the scoreboard sign
 - Two (2) will be designated for the "Coca-Cola" Picnic Area
- (5) Picnic Seating Area - Coca-Cola Picnic Area - New
 - Coca-Cola will receive one (1) sign in the left field corner picnic seating area during each home game
- (6) Radio
 - One (1) :30 spot during each baseball broadcast on the Gamecock ISP Radio Network (56 broadcasts) - 22 additional broadcasts starting in 2009
- (7) TV
 - One (1) :30 spot during each Ray Tanner TV show (6 shows)

(D) Women's Basketball

- (1) Radio
 - One (1) :30 spot during each women's basketball broadcast on the Gamecock ISP Radio Network (29 broadcasts)
- (2) TV
 - One (1) :30 spot during each Dawn Staley TV show (6 shows)

(E) Print

- (1) Ticketbacks
 - Sole recognition on the backs of all tickets to men's football and basketball team home games
- (2) Program ads
 - One (1) full-page, color ad in the football and men's basketball game program

(F) Merchandising

(1) Football

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

(2) Basketball

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

(3) Baseball

- [REDACTED]
- [REDACTED]

(4) Other

- [REDACTED]
- [REDACTED]

2. **Signage.** (Section 7.3)

- (A) **Appearance.** Sponsor will specify the advertising message and graphics for its signage, subject to the applicable Rights Holder and University approval. All other aspects of the design, construction, and general appearance of the signage must meet Sponsor's reasonable specifications, subject to University approval.
- (B) **No Obstruction of Signage.**
- (1) Sponsor's signage at the Athletics Facilities must not be Blocked by University or any third party except at events where all commercial signage is Blocked. This includes Blockage during the Broadcast of any Team game or other event held at the Athletics Facilities. Notwithstanding anything herein, University may cover Sponsor's signage to the extent expressly required by the constitution and by-laws of the National Collegiate Athletic Association ("NCAA") during NCAA championship events so long as signage for all other University sponsors is also covered.
- (2) To protect Sponsor's rights in (B)(1), University will cause third parties to agree to comply with (B)(1) in all new or renewed agreements involving rights to Broadcast Team games or other events held at the Athletics Facilities, or otherwise photograph the Athletics Facilities.
- (C) **Obligation to Maintain Signage.** The applicable Rights Holder will install and maintain all materials used for the sign panels described in Section 1(A) above, and for the structures supporting the panels. The applicable Rights Holder will repair -any malfunction, damage, or destruction to the panels or supporting structures within a commercially reasonable period. All installation, maintenance and repair will be at

the applicable Rights Holder's expense, except that Sponsor will pay the cost of installing any replacement panels used to modify Sponsor's initial advertising message or graphics.

(D) **Illuminated Signage.** The applicable Rights Holder will supply the required electricity for all lighted signs and advertising panels -- including lighted concession advertising -- that advertise or promote Company Beverages. All these signs and panels must be fully illuminated at all events during which any commercially sponsored signs in the same facility are illuminated.

(E) **Access to Signage.** At all reasonable times, the applicable Rights Holder will provide Sponsor access to its signage to replace, remove, or modify it.

3. **Print Advertising.**

(A) Intentionally left blank by the Parties

(B) Sponsor will provide mechanicals consistent with University's technical requirements for advertising. Sponsor will provide these mechanicals before University's deadlines, but University must give Sponsor reasonable notice before each deadline. If Sponsor has not provided the mechanicals before a deadline, then University may print advertising previously provided by Sponsor. All of Sponsor's advertising must be printed according to Sponsor's reasonable specifications, but the content must be reasonably acceptable to University and must conform to the general look and feel of each publication.

4. **Tickets.** In addition to those tickets identified in Section 1 above, Sponsor will have the right to purchase additional tickets at face value, as available, during each year of the Agreement.

Exhibit G



EXHIBIT I
COCA-COLA NORTH AMERICA FOUNTAIN EQUIPMENT LEASE AGREEMENT

1. **LEASE AGREEMENT AND TERM.** The Coca-Cola Company, through its Coca-Cola North America division, ("Company") hereby leases to the account identified on the attached Sponsorship Agreement ("Lessee") all fountain beverage dispensing equipment provided to Lessee (the "Equipment"), subject to the terms and conditions set forth in this Lease Agreement. Each piece of Equipment is leased commencing on its installation date (the "Commencement Date"). If this Lease is terminated with respect to any piece of Equipment for any reason prior to 100 months from the Commencement Date for that piece of Equipment unless Lessee has terminated the Sponsorship Agreement for an uncured breach by Company or unless a concessionaire has assumed the Lease Agreement, Lessee will pay Company the actual cost of removal of that Equipment, as well as the unamortized portion of the costs of (i) installation, (ii) non-serialized parts (e.g., pumps, racks and regulators) and other ancillary equipment, (iii) remanufacturing, and (iv) standard shipping and handling charges. The terms of this Lease will continue in effect with respect to each piece of Equipment until the Equipment has been removed from Lessee's premises and will survive the expiration or termination of the Sponsorship Agreement. Company agrees that it will not charge Lessee for any removals or reinstallations of equipment removed and relocated due to remodeling on campus if Lessee agrees to store Company's equipment on campus until the equipment can be reinstalled in new locations.
2. **TITLE TO THE EQUIPMENT.** Title to the Equipment is, and will at all times remain, vested in Company. Lessee will have no right, title, or interest in or to the Equipment, except the right to quiet use of the Equipment in the ordinary course of its business as provided in this Lease. **THE PARTIES AGREE, AND LESSEE WARRANTS, THAT THE EQUIPMENT IS, AND WILL AT ALL TIMES REMAIN, PERSONAL PROPERTY OF COMPANY NOTWITHSTANDING THAT THE EQUIPMENT OR ANY PART THEREOF MAY NOW BE, OR HEREAFTER BECOME, IN ANY MANNER AFFIXED OR ATTACHED TO, OR EMBEDDED IN, OR PERMANENTLY RESTING UPON, REAL PROPERTY OR IMPROVEMENTS ON REAL PROPERTY.**
3. **USE OF EQUIPMENT.** Lessee agrees that the Equipment will be used to dispense only Company Products.
4. **WARRANTY DISCLAIMER: LESSEE ACKNOWLEDGES THAT COMPANY IS NOT A MANUFACTURER OF THE EQUIPMENT AND THAT COMPANY HAS MADE NO REPRESENTATIONS OF ANY NATURE WHATSOEVER PERTAINING TO THE EQUIPMENT OR ITS PERFORMANCE, WHETHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES RELATING TO THE DESIGN, CONDITION, QUALITY, CAPACITY, MATERIAL OR WORKMANSHIP OF THE EQUIPMENT OR ITS PERFORMANCE, OR ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, OR ANY WARRANTY WITH RESPECT TO PATENT RIGHTS, IF ANY, PERTAINING TO THE EQUIPMENT. COMPANY SHALL NOT BE RESPONSIBLE FOR ANY LOSS OF PROFITS, ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES, OR DAMAGES OF ANY NATURE WHATSOEVER, RESULTING FROM THE DELIVERY, INSTALLATION, MAINTENANCE, OPERATIONS, SERVICE OR USE OF ANY EQUIPMENT OR OTHERWISE.**
5. **MAINTENANCE AND REPAIRS.** Lessee's sole recourse against Company with respect to service provided by Company or its agents to the Equipment is that Company will correct any defective workmanship at no additional charge to Lessee, provided that Company is given prompt notification of any defective workmanship. Company shall not be otherwise liable for negligent acts or omissions committed in regard to maintenance or repair of the Equipment and Company assumes no responsibility for incidental, consequential or special damages occasioned by such negligent acts or omissions.
6. **RISK OF LOSS.** All risk of loss, including damage, theft or destruction, to each item of Equipment will be borne by Lessee. No such loss, damage, theft or destruction of Equipment, in whole or in part, will impair the obligations of Lessee under this Lease, all of which will continue in full force and effect.
7. **DEFAULT AND REMEDIES.** The failure of Lessee to comply with any provision of this Lease, and the failure of Lessee to remedy, cure, or remove such failure within ten (10) days after receipt of written notice thereof from Company shall constitute a "Default." Upon the occurrence of any Default or at any time thereafter, Company may terminate this Lease as to any or all items of Equipment, may enter Lessee's premises and retake possession of the Equipment at Lessee's expense, and will have all other remedies at law or in equity for breach of this Lease.
8. **LIQUIDATED DAMAGES.** If Lessee is unable or unwilling to return the Equipment to Company in good working order, normal usage wear and tear excepted, at the expiration or termination of the Lease, Lessee shall pay as liquidated damages the total of: (i) the value of Company's residual interest in the Equipment, plus (ii) all tax indemnities associated with the Equipment to which Company would have been entitled if Lessee had fully performed this Lease, plus (iii) costs, interest, and attorneys' fees incurred by Company due to Lessee's violation of Section 2 or its failure to return the Equipment to Company, minus (iv) any proceeds or offset from the release or sale of the Equipment by Company.
9. **OTHER TERMS.** Customer acknowledges and agrees to comply with all equipment manufacturers' specifications and product dispensing and preparation instructions and specifications. No failure by Company to exercise and no delay in exercising any of Company's rights hereunder will operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or of any other rights. **THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF GEORGIA.**

ATTACHMENT E

