

**Purchase
Change Request**



Marshall University
Purchasing & Materials Management
400 Hal Greer Blvd.
Huntington, WV 25755-4100

Order #

7036-980019

FY 00/01	Buyer JB	Date 4/4/01	Account # 4234-2001-0471-099-025	P.O. Date 1/1/98	Contract # 7036-980019
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Document

- ☐ Requisition (Cancellation Only)
- ☐ Regular Purchase Order
- ☐ Contract Purchase Order
- ☒ Open End Contract Purchase Order
- ☐ Agreement

Document

- | | |
|--|--|
| <input type="checkbox"/> Cancellation | <input type="checkbox"/> Error in Total Amount |
| <input type="checkbox"/> Increase/Decrease | <input type="checkbox"/> Change of Account |
| <input type="checkbox"/> Unused Balance | <input type="checkbox"/> Change of Vendor |
| | Name/Address |
| <input type="checkbox"/> Freight | <input checked="" type="checkbox"/> Other |
| <input type="checkbox"/> Renewal | |
| <input type="checkbox"/> Extension Error | |

Vendor Name, Address, Phone #, etc.

ISP SPORTS
140 CLUB OAKS COURT
WINSTON SALEM NC 27104

336-768-7681 FEIN # 561774026

BOT/BOD Unit Name & Address

Marshall University
Purchasing & Materials Management
400 Hal Greer Blvd.
Huntington, WV 25755-4100

Item#	Quantity	Description of Change	Unit Price	Extended Price
		<p>Change Order # <u>2</u></p> <p>To add the revised agreement beginning January 1, 2001 between Marshall University and ISP Sports to contract # 7036-980019.</p> <p>Agreement period: 1/01/01 - 6/30/08</p> <p>THIS IS A REVENUE AGREEMENT.</p>		

Reason for Change **New agreement attached.**

Previous Total	\$ <u>Open End</u>
Increase	\$ _____
Decrease	\$ _____
New Total	\$ <u>Open End</u>

VENDOR
Dept.
DR. GROSS
5/3/01

APPROVED FOR
ONE FISCAL YEAR

Approved:

Authorized Signature

Date

Attorney General if required

Date

BOT/BOD 79

A/P 5/3

RECEIVED
MARSHALL UNIVERSITY
001A-3 AM 9:59

WV State Purchasing Division
Administration Unit
Certified Encumbered

APR 30 2001

John H. Hensley

These expenses may be deducted by Licensee prior to calculating the annual royalty as defined in paragraph 6.01. Exploitation of the license includes, without limitation, sales of advertising, sponsorships and certain merchandising opportunities.

1.03 "In-kind revenues" means all collected non-cash revenues of Licensee that are received as a result of any exploitation of this License Agreement. Exploitation of the license includes, without limitation, sales of advertising and sponsorships, as approved by the business manager, which approval will not be unreasonably withheld.

1.04 "Intolerable breach" means a breach of this License Agreement by either Licensee or Marshall which exposes the other party to immediate and irreparable harm of a material nature, such as a breach involving the intentional commission of illegal or immoral acts.

ARTICLE II. LEGAL STATUS, AUTHORITY AND WARRANTY BY EACH PARTY

2.01 Marshall represents that it is a public educational institution and warrants that it is a member in good standing of the Mid-American Conference ("MAC"). Marshall further represents and warrants that it has the authority to enter into this agreement and that the affixed signature or signatures on this License Agreement are by representatives of Marshall who are duly authorized by Marshall.

2.02 Licensee represents that it is a duly organized North Carolina corporation in good standing and will be authorized to do business in the state of West Virginia. Licensee represents and warrants that this License Agreement is a valid act of the corporation and that the signatures affixed on this License Agreement are by officers duly authorized by the Licensee.

ARTICLE III. TERM OF THE LICENSE AGREEMENT AND RENEWALS

3.01 The term of this License Agreement is from July 1, 2001 until June 30, 2008. This License Agreement supersedes all previous agreements between the parties, including that License Agreement entered into by Marshall and Licensee dated February 12, 1998.

3.02 Between the period of July 1, 2006 and June 30, 2007, Marshall and Licensee agree to make reasonable and good faith efforts to negotiate either an extension of this License Agreement beyond the term defined in Paragraph 3.01, or a new License Agreement. Marshall and Licensee agree that this will be an exclusive period of negotiation and that Marshall will enter into no negotiations with any other parties or competitors to Licensee before or during this period. No request(s) for proposals or bids may be offered by Marshall before or during this period for the subject licensed properties.

5.02 Licensee is an independent contractor and does not have the authority to obligate or bind Marshall in any manner. Licensee will take adequate precautions to inform all relevant third parties of its independent status. Licensee may use any of the logos or symbols of Marshall at no charge on letterhead, business cards, presentations, promotional merchandise and apparel with the consent of Marshall, which consent shall not be unreasonably withheld.

5.03 The athletics properties licensed under this License Agreement are the property of Marshall and the license does not transfer ownership to Licensee. Licensee's rights in the athletics properties are limited to those specifically granted under this License Agreement and any amendments hereto.

5.04 The grant of this license extends only to the use of the licensed properties in a manner which is reasonably expected to conform to the highest standards applicable to the conduct of intercollegiate athletics in the U.S.A., and in a manner which is reasonably expected to preserve and enhance the reputation of Marshall. Any use of the license which will embarrass or injure the reputation of Marshall, as reasonably determined by Marshall, is specifically excluded from the grant of license upon notification of Licensee in writing of Marshall's determination.

5.05 Licensee will provide Marshall advance notification of any Marshall/ISP general manager change and allow Marshall to be involved in the personnel selection process.

ARTICLE VI. PAYMENT OF ROYALTY

6.01 Licensee will pay Marshall an annual royalty in the current License Agreement year equal to either the greater of:

- 30% of gross collected cash revenue from \$0 - \$1,800,000, plus
- 35% of gross collected cash revenue from \$1,800,001 - \$2,300,000, plus
- 40% of gross collected cash revenue from \$2,300,001 - \$2,800,000, plus
- 45% of gross collected cash revenue from \$2,800,001 - \$3,300,000, plus
- 50% of gross collected cash revenue over \$3,300,000 for that License Agreement year,

or the following guaranteed royalty amounts each year:

If the centerhung scoreboard is no longer operational, or is removed or replaced by Marshall, then this paragraph 6.02 shall no longer be applicable.

If the centerhung scoreboard is replaced by Marshall with a new centerhung scoreboard, then Licensee will pay Marshall an annual royalty each License Agreement year equal to either the greater of 50% of net annual receipts from centerhung scoreboard advertising (gross collected cash revenue less advertising agency commissions, if applicable, and 15% sales commissions) or \$30,000.000.

Any payment(s) due to the Big Green Scholarship Foundation by Licensee will be made on or before June 30 of each License Agreement year. No revenue received from the sale of advertising on the centerhung scoreboard will be includible in the calculation of gross collected cash revenue or the annual royalty.

6.03 With respect to gross collected cash revenue received after June 30 for the previous License Agreement year, payment of any additional royalty that may be due under paragraph 6.01 will be payable by the 30th of the month following the month of collection.

6.04 Licensee may solicit **in-kind revenue** from exploitation of the license. In-kind revenue is not includible in the calculation of gross collected cash revenue or the annual royalty. Licensee and Marshall will split the total fair market value of in-kind revenue equally (50% to each party). Marshall is obligated to accept in-kind royalty as long as the type of in-kind royalty is satisfactory to Marshall in its reasonable determination. Marshall will provide to Licensee a written list of any in-kind royalty it would not deem acceptable prior to April 1 of each License Agreement year. Payment of in-kind royalty will be made within 30 days of receipt. Both parties agree that a priority will be to seek items for Olympic sports promotions.

ARTICLE VII. ADDITIONAL CONSIDERATIONS

7.01 Each year, Marshall will provide to Licensee **285** complimentary football season tickets. These tickets will be for seats located in priority non-chairback seating areas of **Marshall Stadium**. All ticket locations will be assigned in even numbered increments. Marshall agrees to honor all sponsorship contracts which are assigned to Licensee that include chairback seats.

7.02 Each year, Marshall will provide to Licensee **250** complimentary basketball season tickets. These tickets will be for seats located in priority Prime B or G.A. section seating areas of **Henderson Center**. All ticket locations will be assigned in even numbered increments.

7.06 Marshall will provide to Licensee 12 working press credentials, 4 operations passes and 8 press parking passes for each home football game each year. In addition, Marshall will provide to Licensee 12 working press credentials, 4 operations passes and 8 press parking passes for each home basketball game each year. Marshall will also provide to Licensee 8 working press credentials and 4 press parking passes for each away football and basketball game (as available), and any pre-season or post-season games involving the football and men's basketball teams, subject to availability.

7.07 Marshall will provide Licensee charter (air or ground) transportation with the official team party for up to 8 people for any pre-season, regular season and post-season football, men's basketball or women's basketball games broadcast by Licensee. These arrangements will be provided to Licensee at no charge and will be used exclusively for the radio and television broadcast crews and Licensee's staff or key clients. Licensee will be responsible for up to \$1,500 in travel expenses annually for the play-by-play announcer. Marshall will be responsible for all expenses above \$1,500. All expenses for the play-by-play position will be mutually agreed upon.

7.08 Each License Agreement year, Marshall will provide to Licensee up to **75** complimentary individual tickets each to one football and one men's basketball game which Licensee and Marshall agree upon as "Network Affiliates and Advertiser's Day." If the parties cannot agree on a game for this purpose, Marshall will be obligated to designate a football game by July 1 and a basketball game by October 1 of each License Agreement year.

7.09 Marshall will provide Licensee with the opportunity to purchase up to the following ticket allotment(s) to any post-season basketball game following the MAC Tournament (i.e., NCAA or NIT tournaments) in which Marshall participates:

First and second rounds	20
Third and fourth rounds	40
Fifth and sixth rounds (including Final Four)	40

Marshall guarantees Licensee that at least 50% of these tickets shall be "prime" tickets as defined by the NCAA.

7.10 Marshall will provide to Licensee promotional materials, as reasonably requested by Licensee. Marshall will also afford timely invitations to athletic banquets and special events to Licensee sponsors. Marshall will further provide to Licensee athletic department vendor lists, university vendor lists, as available, and other opportunities which are otherwise available upon request.

7.11 Marshall will lease to Licensee 336 square feet of space on the first floor of the Facilities Building at a rate of \$15.00 per square foot for a monthly cost of \$420.00. Lease amount will include utilities and custodial services.

ARTICLE XII. BREACH AND OPPORTUNITY TO CURE

12.01 Except with respect to an **intolerable breach**, if either party believes the other has failed to perform any of the material obligations of this License Agreement, that party will deliver a written notice of the failure to the other party and provide a reasonable opportunity of not less than 30 days to cure the default prior to declaring a default or seeking other remedy.

12.02 If either party commits an intolerable breach of this License Agreement, the other party may, in its sole discretion, declare this License Agreement to be breached and terminated without waiving any of its rights under this License Agreement.

ARTICLE XIII. MATERIAL IMPAIRMENT TO FULFILLING CONTRACTUAL OBLIGATION

13.01 If, during the term of this License Agreement, Marshall is ~~cited or~~ sanctioned by the NCAA for violations, then Licensee may either terminate this License Agreement immediately by giving notice to Marshall of its intention to terminate, or reduce the annual royalty described in section 6.01 by an amount equal to the actual damages incurred by Licensee as a result of advertising and sponsorship clients refusing to participate or withdrawing their commitments because of the sanctions.

13.02 In the event of a major disaster or national emergency, (for example, declaration of war) which (1) necessitates the interruption or cancellation of a broadcast or telecast under the terms of this License Agreement, or which (2) materially impairs the ability of Licensee to exploit the license or collect revenue, the annual royalty will be adjusted equitably to reflect the impact of the interruption, cancellation or impairment on the total revenues for the year.

13.03 If Marshall reduces its commitment to the football program or no longer plays football at the Division I-A level as defined by the NCAA, then Licensee may terminate this License Agreement immediately by giving notice to Marshall of its intention to terminate.

13.04 If Marshall reduces its commitment to the men's basketball program or no longer plays men's basketball at the Division I-A level as defined by the NCAA, then Licensee may terminate this License Agreement immediately by giving notice to Marshall of its intention to terminate.

13.05 If Marshall ceases to be a member in good standing of the MAC, Marshall and Licensee agree to renegotiate the terms of this agreement.

ARTICLE XVII. NOTICES

17.01 All notices given under this License Agreement will be in writing and dispatched by registered or certified mail, return receipt requested, addressed to the party to be notified at its address set forth below. The notices will be given when received. Notice to Marshall and Licensee will be addressed as follows unless changed in writing by notice to the other party:

MARSHALL	Marshall University ATTN: Athletics Director P.O. Box 1360 Huntington, WV 25715
LICENSEE	International Sports Properties, Inc. ATTN: Benjamin C. Sutton, Jr. 140 Club Oaks Court Winston-Salem, NC 27104

EXHIBIT A. MARSHALL SPORTS INTERNET

A.1.01 Description of Property An official Marshall sports internet website is to be jointly produced and managed by Licensee. The website will consist of a home page and will include editorial copy prepared daily by Marshall and advertising space sold by Licensee. Access to the website shall be at no charge to users.

A.2.01 Rights Licensed An exclusive license is granted to produce a Marshall sports internet website, which will include a mutually agreed upon e-commerce component, and sell advertising on the website in the form of company logos, banners and messages, and direct internet access ("hot links" as used in this exhibit) to other websites owned by cooperative vendors and advertisers.

A.3.01 Licensee Obligations

A.3.01.01 Licensee will, with respect to the non-advertising space it produces, promote Marshall athletics and inform users of relevant issues appropriate to the Marshall athletic program.

A.3.01.02 Licensee is responsible for all costs and arrangements incidental to the production and maintenance of the website home page and advertising.

A.3.01.03 Licensee will create and develop hot links with cooperative college and professional sports, news service(s), and other relevant or appropriate internet websites.

A.4.01 Marshall Obligations Marshall is responsible for all costs and arrangements incidental to daily providing and maintaining editorial or promotional pages or material.

EXHIBIT C. BASKETBALL GAME PUBLICATION

C.1.01 Description of Property An official Marshall men's basketball game publication is produced for the Marshall home men's basketball schedule. This publication may take the form of either a game program which may contain between 64-192 pages, or a game poster/rostercard. Issues are sold at Marshall home men's basketball games.

C.2.01 Rights Licensed An exclusive license is granted to produce and sell advertising in the publication. If the publication is in the form of a game program, no license is granted for the front cover and up to 48 left hand pages of the publication to which Marshall reserves all rights except that Licensee may place sponsor recognition on front covers in a size up to 3" wide by 2" tall. If the publication is in the form of a game poster/rostercard, no license is granted for the front cover, except that Licensee may place sponsor recognition on front covers in a size up to 3" wide by 2" tall. Subject to Marshall reservation of rights, Licensee controls the size of the publication. Licensee is responsible for soliciting and collecting all advertising and game sales receipts, which are included in gross collected cash revenues. Marshall reserves the right to sell advertising and issues of the publication in a home basketball tournament game program.

C.3.01 Licensee Obligations Licensee will make available for sale at Marshall home men's basketball games as many issues of this publication as it deems necessary. Licensee will be responsible for all costs and arrangements incidental to the production and sale of the publication. Upon request of Marshall, Licensee will provide up to 25 complimentary copies of each issue to Marshall prior to each home men's basketball game. Marshall may purchase additional copies at Licensee's cost by notifying Licensee on or before October 1 each year.

C.4.01 Marshall Obligations Marshall will produce and provide all editorial content and cooperate as reasonably requested by Licensee in facilitating the Licensee's exploitation of this property. If Marshall chooses to produce a basketball tournament game program, Marshall will be responsible for all cost of printing and distributing the publication.

- D.4.01.03 Marshall is responsible for all costs and arrangements incidental to mailing the publication (non-profit, second class mailing status is satisfactory).
- D.4.01.04 Marshall will annually provide a gift acknowledgment to Licensee for its contribution of complimentary subscriptions as provided in item D.3.01.06. In addition, Licensee will receive Big Green Scholarship Foundation points for this contribution. The amount of the contribution shall be based upon the retail annual subscription cost multiplied by the number of complimentary subscriptions provided.

- E.3.01.03 Licensee will be responsible for installation and maintenance of any new stadium signage (excluding video display/scoreboard, see Exhibit F and Addendum One for video display/scoreboard responsibilities).

E.4.01 Marshall Obligations

- E.4.01.01 Marshall will be responsible for producing cups, operating and maintaining in good working order all current stadium advertising equipment, except for rotational signage system, temporary signage and concourse displays which shall be installed and operated by Licensee. Marshall will also replace or repair any damaged advertising displays.
- E.4.01.02 Marshall will be responsible for the fulfillment of stadium advertising commitments at Marshall athletic events.
- E.4.01.03 Marshall will not allow outside third parties to use Marshall marks in conjunction with advertising and sponsorship inventory not included in this License Agreement, but which might be produced by outside third parties for or around Marshall events in Marshall athletic facilities.

EXHIBIT G. BASKETBALL ARENA ADVERTISING

G.1.01 Description of Property Cam Henderson Center ("Henderson") has various locations under the control of Marshall which may be used for advertising purposes. The location which is the subject of this license include all areas which are currently being used for advertising and any others which may subsequently be approved by Marshall.

Coliseum advertising includes, but is not limited to, the following:

- (a) Scorers' table advertising panels in Henderson (rotational or static)
- (b) Press row advertising panels in Henderson (rotational or static)
- (c) Baseline table advertising panels in Henderson (rotational or static)
- (d) Messagecenter displays at Marshall events at Henderson
- (e) Public address announcements at Marshall events at Henderson
- (f) Team bench chair backs
- (g) Henderson basketball goalposts padding
- (h) Henderson basketball backboard supports
- (i) Team entry tarpaulin covers
- (j) Playing surface logo opportunities, as approved by Marshall
- (k) Shot clock advertising panels
- (l) Concourse, lobby, restrooms and stairwell wall signage
- (m) Concourse and lobby displays
- (n) Temporary signage and displays for special events inside and/or outside Henderson
- (o) Centerhung scoreboard (see License Agreement paragraph 6.02)
- (p) Mezzanine or upper arena overhang fascia signage
- (q) Plastic souvenir stadium cups and concession containers
- (r) Seatback drink cup holder signage
- (s) Entry/exit portal/vomitory signage

G.2.01 Rights Licensed An exclusive license is granted to sell advertising at all locations designated in G.1.01 of this exhibit.

G.3.01 Licensee Obligations

- G.3.01.01 Licensee is responsible for soliciting all advertising sales, securing advertising copy, and collecting all advertising receipts.
- G.3.01.02 Licensee will not add new coliseum advertisers in the following advertising categories: feminine hygiene, contraceptives, alcohol and tobacco, without Marshall's consent.

EXHIBIT H. AT-EVENT IMPACT

H.1.01 Description of Property Various events and special promotions are conducted each year on a per event basis for the purpose of promoting Marshall athletics and associated corporate sponsors solicited by Licensee. These events, by their nature, are subject to circumstances which arise from time to time and cannot be completely defined in advance. Examples of at-event impact sponsorship opportunities include, but are not limited to, the following:

- (a) Product displays
- (b) Temporary signage
- (c) Sampling, couponing and free product distribution to fans attending Marshall events
- (d) Title sponsorships of Marshall events
- (e) Presenting sponsorships of Marshall events
- (f) Pregame, postgame, halftime and timeout in-arena/stadium, on-court/field promotions, contests, mascot appearances, corporate recognition/presentations, and/or giveaways
- (g) Marketing research collection
- (h) Ancillary entertainment opportunities such as halftime shows, national anthem performers, etc.
- (i) Varsity team tournaments and special events

H.2.01 Rights Licensed An exclusive license is granted to produce and sell at-event impact sponsorship opportunities as those opportunities arise. Marshall must approve any new at-event impact opportunities not described in paragraph H.1.01 above. Marshall reserves the right to sell game entitlement for one new basketball tournament to be held in the Cam Henderson Center. No third party agency (excluding Licensee and the Huntington Sports Committee) may be used to sell the basketball tournament sponsorship. Marshall will honor all of Licensee's sponsorship exclusivities and Licensee will be allowed to maintain its normal regular season advertising sponsorships and promotions for any tournament (i.e. arena signage, public address, scoreboard messages, game promotions, radio and television rights, etc).

H.3.01 Licensee Obligations Licensee will not add new at-event advertisers in the following advertising categories: feminine hygiene, contraceptives, alcohol and tobacco, without Marshall's consent.

H.4.01 Marshall Obligations

- H.4.01.01** Marshall will cooperate as reasonably requested by Licensee in facilitating the Licensee's exploitation of this property.

EXHIBIT I. AT-EVENT HOSPITALITY

I.1.01 Description of Property Certain facilities may be used by Licensee for the enjoyment and entertainment of customers who wish to participate in an organized social event in conjunction with Marshall events. These facilities include, but are not limited to, the following:

- (a) A designated football pre-game hospitality area, adjacent to Marshall Stadium.
- (b) Use of a box suite in Marshall Stadium. Licensee shall have non-exclusive use of the athletic director's box suite at each home Marshall football game.
- (c) Marshall Stadium Big Green room, which is a defined area in the Marshall Stadium press box which may be used by Licensee. Licensee may schedule use of this facility three (3) months prior to its need and will receive priority over non-Marshall groups.

I.2.01 Rights Licensed An exclusive license is granted to market and conduct at-event hospitality events at the locations described in paragraph I.1.01.

I.3.01 Licensee Obligations Licensee will market at-event hospitality opportunities to corporations and groups for certain Marshall events.

I.4.01 Marshall Obligations

- I.4.01.01** Marshall will furnish to Licensee athletic event tickets, as needed and requested by Licensee, for participants in at-event hospitality activities. With the exception of box suite tickets which shall be at no charge, Marshall will sell the tickets for these participants to Licensee at either half price or the best available group rate offered by Marshall, whichever is less.
- I.4.01.02** Marshall will furnish to Licensee parking passes, as needed and requested by Licensee, for participants in at-event hospitality activities, subject to availability. Licensee shall be entitled to no more than one parking pass for every four tickets purchased as defined in paragraph I.4.01.01.

EXHIBIT J. RADIO NETWORK: PLAY-BY-PLAY, COACHES
CALL-IN SHOW AND DAILY REPORT

J.1.01 **Description of Property** Marshall owns the right to broadcast radio transmissions of its athletic contests. This has customarily been done for football and men's basketball. Additionally, the network may carry programs weekly and daily featuring coaches of these sports and other program guests. The purpose of the Network is to provide regional radio coverage of these athletic events and shows, to promote Marshall athletics, and to realize advertising revenue.

J.2.01 **Rights Licensed** An exclusive license is granted:

- (a) To broadcast, market, produce and distribute on radio regular season and post-season football and men's basketball games (including MAC Championship, Motor City Bowl and/or any other post-season event in which Marshall participates), and selected women's basketball games played by Marshall varsity athletic teams ("games" as used in this exhibit). "Exclusive" for the purposes of this property, means that no individual radio stations or other networks, with the exception of the student radio station (WMUL), will be authorized by Marshall to broadcast live reports of games, except as otherwise provided in this exhibit, and that no individual radio stations or other networks may sell advertising associated with any Marshall broadcast without the express written permission of Licensee. It does not prohibit ordinary press coverage. It does not include television coverage. "Selected" for the purposes of this property, means that Licensee will make reasonable and good faith efforts to broadcast, market and produce a minimum of six (6) game broadcasts per women's basketball season covered by this License Agreement. Priority will be given to MAC games. Coverage of women's basketball games will be dictated by Licensee's ability to gain station clearance(s) for such broadcasts.
- (b) To provide Licensee's audio coverage to any television broadcaster licensed by Marshall which wishes to purchase the coverage from Licensee.
- (c) To broadcast, market, produce and distribute on radio a weekly call-in radio show for twenty-six or more weeks. This show will include, but not be limited to, regular appearances by the head football coach, head basketball coach, other coaches, athletic director, players or staff as requested by Licensee.

- J.3.03.03.01 Pre-game programming, which may include a tailgate show (during football season only), starting line-ups and interviews with players and coaches from Marshall and the opposing team, with emphasis on Marshall.
- J.3.03.03.02 There will be a pre-game Coach's Show, up to fifteen minutes in duration, with head football and men's basketball coaches in their respective seasons. Marshall agrees to secure the services of the head football and men's basketball coaches for such. Marshall and Licensee agree that any compensation for such services will be the responsibility of Marshall.
- J.3.03.03.03 The broadcast personnel for football and basketball will include a play-by-play announcer, a color commentator or analyst, a producer and/or engineer and statistician in the broadcast booth. Coverage of football games may also include an additional field announcer providing broadcast from the sidelines by wireless microphone or other suitable device. In addition, Licensee may provide a studio host and an on-site host for special segments such as a tailgate show. (These are known as the "broadcast crew.")
- J.3.03.03.04 Pre-recorded player interview features will be inserted at appropriate places in the game coverage to provide additional color. Licensee will prepare and provide the features.
- J.3.03.04 Licensee will make available to Marshall without charge and upon request, halftime coverage, as available and allowable under Federal Communications Commission regulations and flagship and affiliate agreements, which Marshall may use for its own promotions. Licensee will assist Marshall with production of such.
- J.3.03.05 Halftime coverage will include a scoreboard show with particular attention to schools of interest within the network area and future Marshall opponents.

EXHIBIT K. TELEVISION NETWORK PLAY-BY-PLAY

K.1.01 Description of Property Marshall owns the right to broadcast on television certain games featuring its football and men's basketball teams ("television network").

K.2.01 Rights Licensed An exclusive license is granted to produce and broadcast Marshall football and men's basketball games.

K.3.01 Licensee Obligations Licensee will make reasonable, good faith efforts to telecast or arrange for telecast a minimum of six (6) regular season football games and five (5) regular season men's basketball games per License Agreement year. For purposes of this paragraph, this minimum requirement includes those games selected by a national or regional sports syndicator, and those games produced and syndicated by Licensee or its designee. It does not include game(s) that are selected for the MAC football television "Game of the Week" package. In addition, Licensee will make reasonable, good faith efforts to obtain coverage in the Huntington, West Virginia market, and to provide a closed circuit feed of home football games which it telecasts to the Marshall Stadium press tower for Marshall's use in its private box suites. Licensee will also attempt to distribute the telecasts in the Charleston, West Virginia market, and in as many other eastern, mid-Atlantic and Ohio Valley markets, via cable systems and local over-the-air stations as possible. Licensee is not responsible for any payments for the syndication of the telecasts. The complete implementation of this Exhibit K is contingent upon Licensee's ability to secure an accommodation consistent with the current Fox Sports Pittsburgh agreement (two to four appearances per year). Marshall agrees to make reasonable, good faith efforts to assist Licensee in securing a number of television appearances consistent with the current Fox Sports Pittsburgh agreement.

K.4.01 Marshall Obligations

K.4.01.01 Marshall will provide to Licensee broadcast booth and camera space for all games at no charge. In addition, Marshall will provide to Licensee all equipment owned by Marshall that is currently used for broadcast production.

K.4.01.02 Marshall will arrange regular appearances by the head football and head men's basketball coaches for the television broadcasts. Payment for these appearances will be the responsibility of Marshall.

K.4.01.03 Marshall will publicize the television network by including programming schedule(s), affiliate list and pertinent information in its regular schedule of press releases and university publications.

EXHIBIT L. TELEVISION COACHES SHOW

L.1.01 Description of Property Marshall owns the right to broadcast television programs about itself including those featuring its head football and men's basketball coaches, highlights of recent games and stories of interest to Marshall fans ("television show").

L.2.01 Rights Licensed An exclusive license is granted to produce and broadcast a weekly television show for football and men's basketball. The production of the television shows will include up to thirteen (13) regular season shows for football, including a post-season show if the football team participates in a post-season game, and up to thirteen (13) regular season shows for men's basketball, including a post-season show if the basketball team participates in either the NCAA or NIT post-season tournaments.

L.3.01 Licensee Obligations Licensee insures that the respective shows will be telecast in the Huntington, West Virginia market. Licensee will use best efforts to distribute the television shows for telecast in as many other eastern, mid-Atlantic and Ohio Valley markets, via cable systems and local over-the-air stations. Licensee is not responsible for any payments for the syndication of the television shows in other markets.

L.4.01 Marshall Obligations Marshall will secure the weekly participation during their respective seasons of the head football and head men's basketball coaches. Marshall and Licensee agree that any compensation for such appearances will be the sole responsibility of Marshall. The coaches scroll will be the responsibility of the head football and head men's basketball coaches.

L.5.01 Special Terms Licensee has the right to program up to eight and one-half minutes of advertising inventory per twenty-eight and one-half minute show and to sell all advertising inventory for each of the television shows.

EXHIBIT N. MERCHANDISING AND LICENSING OPPORTUNITIES

N.1.01 Description of Property Marshall owns the right to license its registered marks and sell merchandise featuring its marks. Licensee may create merchandising opportunities as defined herein.

N.2.01 Rights Licensed

N.2.01.01 A non-exclusive license is granted to Licensee to use registered Marshall service marks and trademarks on items which are sold and marketed by Licensee or its agents and/or assigns. This license includes those opportunities defined in the description of this property and any others which may subsequently be created by Licensee and approved by Marshall.

These items include, but are not limited to, the following:

- (a) Annuities and financial products
- (b) Affinity long distance debit products
- (c) Affinity credit and debit card products
- (d) Soft goods and apparel
- (e) Special novelty items
- (f) Football, men's basketball and other sports highlight videos, CD rom presentation(s) and game(s)
- (g) Official athletic website e-commerce, as mutually agreed upon

N.2.01.02 In addition, Licensee will manage all at-event merchandising opportunities in Marshall Stadium and Henderson Center. Licensee (or its agent) is responsible for selecting all at-event merchandise marketed for sale, soliciting all at-event merchandising sales, and collecting all at-event merchandising sales receipts.

N.2.01.03 Licensee will work closely with Marshall's licensing office and licensing agent (currently The Collegiate Licensing Company) to create promotional and retail licensing opportunities.

N.3.01 Licensee Obligations Licensee will make good faith efforts to present only high quality items for sale. Licensee will bear responsibility for inventory selection and purchase.

ADDENDUM ONE. VIDEO DISPLAY JOINT VENTURE FOR MARSHALL STADIUM

This addendum is entered into pursuant to the provisions of the basic contract.

As part of an overall project to introduce video display systems at Marshall Stadium, Marshall University (Marshall) and International Sports Properties, Inc (ISP) have agreed to this separate financial joint venture agreement to undertake the acquisition and purchase of certain video display system equipment.

Marshall University, through and subject to the approval of the Marshall University Foundation, agrees to purchase and finance (at a rate to be mutually agreed upon) the football video display equipment for Marshall Stadium to include a new video display screen. The joint venture will be responsible for the cost of installation. The total cost of the video display and board equipment, as well as installation, shall not exceed six hundred thousand (\$600,000) dollars.

The duration of this video display joint venture will be for a period of seven (7) years beginning July 1, 2001 and concluding on June 30, 2008. ISP, on behalf of this joint venture, will continue to collect any and all outstanding revenue attributable to sponsorships entered into on or before June 30, 2008 until such time as all monies are collected.

During the term of the Marshall/ISP multimedia rights contract and pursuant to the terms of that contract, ISP owns the exclusive advertising rights to all Marshall Stadium video display systems during Marshall athletic events. This specifically includes fixed and rotating advertising panels as well as in-game sponsorships and/or commercials utilizing the video screen.

During the term of this joint venture, a separate accounting will be kept for all revenues derived from, and expenses related to, the Marshall Stadium video display system equipment. Expenses shall be paid and revenues will be apportioned according to the following terms and conditions:

- As defined in the multimedia rights contract, all joint venture projects are considered exclusive of the multimedia rights contract's total annual gross collected cash revenue. Further, the parties shall share video display/scoreboard costs and revenues equally as well as set mutually agreed upon advertising rates. Accordingly, mutually agreed upon annual expenses related to the operation, maintenance and repairs, sales commissions (15%), ticket costs, potential unrelated business income taxes (UBIT), and signage production shall be paid from advertising signage revenue attributable to the video display joint venture.

LIFE OF CONTRACT

LIFE OF CONTRACT: This contract becomes effective on January 1, 20⁰¹ and extends for a period of 1 Year or until such reasonable time thereafter as is necessary to obtain a new contract. Such "reasonable time" shall not exceed **(12)** months upon expiration of one **(1)** year from the effective date of this contract by giving the Director of Purchasing thirty **(30)** days written notice.

RENEWAL: This contract may be renewed upon mutual written consent, submitted to the Director of Purchasing thirty **(30)** days prior to the date of expiration. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to ^{seven}₍₇₎ successive one **(1)** year periods.

CANCELLATION: The Director of Purchasing reserves the right to cancel this contract immediately upon written notice to the vendor if the commodities or services supplied are of an inferior quality or do not conform with the specifications of the bid and contract herein.

OPEN MARKET CLAUSE: The Director of Purchasing may authorize a spending unit to purchase in the open market, without the filing of a requisition or cost estimate, items specified on this contract for immediate delivery in emergencies due to unforeseen causes (including but not limited to delays in transportation or an unanticipated increase in the volume of work).

TIME: Time consumed in delivery or performance is of the essence.

ORDERING PROCEDURE: Departments shall submit a requisition for commodities covered by this contract to the Purchasing office. Purchasing will then issue a purchase order to the vendor as authorization for shipment. If accepted by the vendor, the University's State Purchasing card may be used only if the total annual expenses are estimated to be less than \$1000.

FUNDING PARAGRAPH: Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for these services, this contract becomes of no effect and is null and void after June 30.

INTEREST: Should this contract include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest charges are deleted.

CONTRACT PRICING: Unless otherwise allowed by the Director of Purchasing, price increases will be approved only at the beginning of each renewal period. All adjustments will be made in dollars, not per cent. Requests for price increases must be received in writing by the Director at least thirty **(30)** days in advance of the effective date. Vendors may add products throughout the term of this contract when it is in the best interest of the University. The Director at Marshall University will determine which items will be added. Price decreases will be "passed through" to Marshall University.