

## ATHLETICS SPONSORSHIP AGREEMENT

**THIS ATHLETICS SPONSORSHIP AGREEMENT** (this "Agreement") is made and entered into as of this 1st day of July, 2005 by and among The Coca-Cola Company, by and through its Coca-Cola North America Division ("Company"), Coca-Cola Enterprises Inc. ("Bottler") (Company and Bottler are collectively referred to herein as "Sponsor"), and the University of Georgia Athletic Association, Inc., a Georgia not-for-profit corporation which has been recognized by the Internal Revenue Service as tax-exempt under §501(c)(3) of the Internal Revenue Code ("UGAA"), regarding Sponsor's sponsorship of various sports broadcast media and other promotional opportunities.

### RECITALS:

**WHEREAS**, UGAA and Company are parties to that certain Agreement dated November 6, 1991 (the "1991 Agreement"), as amended by the Amendment Agreement dated June 1, 1996 (the "1996 Amendment") (the 1991 Agreement, as amended by the 1996 Amendment, is hereinafter referred to as the "Amended Agreement"), pursuant to which, *inter alia*, UGAA granted to Company certain rights to market and sell its beverage products in UGAA's on-campus athletics venues;

**WHEREAS**, contemporaneously herewith, UGAA and Company are entering into an amendment of the Amended Agreement, pursuant to that certain Second Amendment to Agreement dated as of July 1, 2005 (the "Second Amendment");

**WHEREAS**, Company and UGAA were parties to that certain letter agreement dated July 23, 2001 (the "2001 Marketing Agreement"), pursuant to which UGAA granted certain marketing and promotional rights to Company;

**WHEREAS**, the 2001 Marketing Agreement has expired by its terms;

**WHEREAS**, Company and Bottler wish to acquire additional marketing rights in connection with University of Georgia athletics and to become a sponsor of UGAA under the terms and conditions of this Agreement; and

**WHEREAS**, the terms and conditions of this Agreement, including the rights and benefits acquired by Sponsor under this Agreement, shall be in addition to those rights and benefits granted by UGAA to Company under the Amended Agreement, as such may be amended by the Second Amendment.

**NOW THEREFORE**, in consideration of the promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Term. The term of this Agreement shall begin on July 1, 2005, and end on June 30, 2010, unless earlier terminated pursuant to the terms and conditions of this Agreement ("Term"). Each twelve-month period beginning July 1<sup>st</sup> during the Term will be referred to as an "Agreement Year."
2. Sponsorship Fees. In consideration for the rights granted by UGAA to Sponsor hereunder, Sponsor shall pay to UGAA, as sponsorship fees, the total sum of One Million One Hundred Twenty Five Thousand and No/100 Dollars (\$1,125,000.00) (the "Sponsorship Fees"). Company and Bottler shall be jointly and severally responsible for payment of the Sponsorship Fees. Company and Bottler shall pay such Sponsorship Fees on a semi-annual basis in ten (10) equal installments, each in the amount of One Hundred Twelve Thousand Five Hundred and No/100 Dollars (\$112,500.00), on December 31<sup>st</sup> and June 30<sup>th</sup> of each Agreement Year. UGAA shall invoice Company and Bottler for each installment at least thirty (30) days in advance of the due date of all payments. In addition and for each Agreement Year of the Term that any of the University of Georgia football, men's or women's basketball, or gymnastics teams wins or is declared the national or National Collegiate Athletic Association ("NCAA") champion, Sponsor agrees to pay, as additional sponsorship fees and for scholarship support, the sum of \$10,000 per championship team. The parties intend that such additional sponsorship fees and scholarship support to be cumulative, such that if the football team were declared the national champion by the Bowl Championship Series or any recognized coaches' or media rankings and the gymnastics team won the NCAA championship, Sponsor would pay to UGAA the additional sum of \$20,000 as additional sponsorship fees and scholarship support in such Agreement Year. Such additional sponsorship fees and scholarship support shall be payable with the June 30<sup>th</sup> installment of Sponsorship Fees for national or NCAA championships as described herein during the Agreement Year.
3. Georgia Bulldogs Advertisements.
  - a. UGAA shall contract with Cox Radio, Inc., UGAA's radio rights licensee for football and men's basketball and UGAA's television rights licensee for the coach's shows for football and men's basketball, to cause to be provided to Sponsor, in connection with the Georgia Bulldogs Network during the first Agreement Year (July 1, 2005 through June 30, 2006), the following:
    - (1) FOOTBALL (per game):
      - One (1) :60 second spot in the Football Tailgate/Pre-Game Radio Show
      - One (1) :60 second spot in the Football Game Radio Broadcast (in-game)
      - One (1) :60 second spot in the Football Post-Game Radio
      - One (1) :30 second spot in the Football Coach's TV Show
    - (2) MEN'S BASKETBALL (per game):
      - One (1) :60 second spot in the Basketball Pre-Game Radio Show

- One (1) :60 second spot in the Basketball Game Radio Broadcast (in-game)
  - One (1) :60 second spot in the Basketball Post-Game Radio Show
  - One (1) :30 second spot in the Basketball Coach's TV Show
- (3) A "feature of the week" on the Georgia Bulldogs Network football and men's basketball television and radio broadcasts. The feature will be titled "POWERade® Spotlight of the Game" (or such other title as determined by Sponsor).
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- (4) Monthly notarized radio and television station affidavits of the spots that aired for each broadcast program during the prior month as called for under this Section 3. Such documentation shall include tape code numbers of the commercials that aired on the Georgia Bulldogs Network radio stations and then inserted for the network's distribution.
- (5) A list of University of Georgia Football and Men's Basketball Coaches' Shows, airing times, and television stations.
- (6) A list of network radio stations airing University of Georgia football and men's basketball games.
- (7) An agreement from the Georgia Bulldogs Network that Sponsor shall be the exclusive advertiser of Beverages in the broadcasts described under this Section 3a, whether pre-game, in-game, or post-game as well as for each Coach's show.
- (8) For purposes of this Agreement, the "Georgia Bulldogs Network" shall be those radio and television stations which agree to distribute the applicable programming.
- b. Sponsor acknowledges that UGAA does not itself operate or manage the Georgia Bulldogs Network nor does it control the advertising time on the Georgia Bulldogs Network. Sponsor acknowledges that the advertising time is being purchased by UGAA from the Georgia Bulldogs Network and that the other obligations set forth in subsection a of this Section 3 are matters that UGAA has contracted or will contract with Cox Radio, Inc. to provide to Sponsor.
- c. Make-goods. In the event Sponsor does not receive the advertising spots set forth in this Agreement, Sponsor, at its option, may require UGAA to provide acceptable make-goods.
- d. The terms of this Section 3 shall only apply to the first Agreement Year hereunder, that period beginning July 1, 2005 through June 30, 2006.
- e. Sponsor shall provide, at its own expense, in the format specified by the Georgia Bulldogs Network, and by such date and time specified by the Georgia Bulldogs

Network, the content of the radio and television spots set forth in subsections a(1) and a(2) above in this Section 3.

4. Grant of Marketing Rights.

- a. *Beverage Category.* For the purpose of this Agreement, "Beverages" means all nonalcoholic beverages of any kind and all beverage or beverage bases, whether in the form of syrups, powders, crystals, concentrates or otherwise, from which a Beverage may be made.

*Marketing Exclusivity.* Except with respect both to the permitted exceptions set forth in Section 4b below and to Sections 5, 6 and 7 of the Second Amendment, UGAA shall not enter into any agreement or relationship whereby any Beverages other than Company Beverages are associated in any manner with (i) the athletic teams of the University of Georgia, or (ii) any of the UGAA trademarks, mascots, logos, or other intellectual property associated with the UGAA athletic programs or events (the "UGAA Marks", depicted in Exhibit A, attached hereto and made a part hereof) in any advertising or promotional activity of any kind. UGAA agrees that no UGAA coach or coaching staff member will endorse or associate himself or herself with any Beverages other than Company Beverages (other than the UGAA Women's Varsity Gymnastics Coach, which shall be permitted to endorse a competitive bottled water product) and, subject to Section 4b below and Sections 5, 6 and 7 of the Second Amendment, that there will be no trademark visibility or temporary or permanent signage of logos or marks for any Beverages other than Company Beverages at any UGAA athletic venue.

- b. *Permitted Exceptions.* In accordance with Sections 5, 6 and 7 of the Second Amendment, UGAA and Company have agreed that there may be advertising, signage and/or trademark visibility of logos and/or marks belonging to a competitive bottled water product (hereinafter, the "Competitive BWP") at and limited to the interior of Stegeman Coliseum during the Term. In addition and as permitted exceptions to the marketing exclusivity set forth in Section 4a above, (i) the MET-Rx Base Exception (and the limitations placed thereupon) set forth in Section 7 of the Second Amendment shall be applicable to this Agreement and incorporated into this Agreement by reference, and (ii) UGAA shall have the right to sell and dispense non-carbonated coffee ("Coffee"), including without limitation hot coffee, and flavored and unflavored dairy milk ("Milk") within the Athletic Venues (as defined in the Second Amendment). In addition, UGAA may display signage within the Athletic Venues for Coffee and Milk products and brands and UGAA may grant sponsorship, marketing and/or promotional rights to Coffee and Milk products and brands relating to the athletic teams of the University of Georgia, the Athletic Venues and/or the UGAA Marks.

- c. *Grant of Licenses.*

(1) *License by UGAA.* UGAA grants to Sponsor a limited non-exclusive license (with no right of sublicense) to use the UGAA Marks on a royalty-free basis for the purposes of promoting Company Beverages in any promotions and advertising (through print or electronic means, and through its packaging, of all forms now known or hereafter developed); provided, however, that such license to use the UGAA Marks shall be exclusive during the Term, on a worldwide basis, in the Beverage category, subject to the exceptions set forth in Section 4b of this Agreement. Sponsor's use of the UGAA Marks shall be subject to the prior review and approval by UGAA of the specific proposed use of the UGAA Marks by Sponsor in accordance with the approvals process set forth in Section 4e. Subject to the conditions precedent set forth hereinafter in this subsection (1), UGAA further grants to Sponsor a limited right to display the UGAA Marks with Company's customers' trademarks, logos and branded products (collectively, the "Customer Marks") in or on all advertising and promotional materials or activities (but not including packaging or premiums), provided that: (i) the UGAA Marks appear with Company trademarks and Company's customers are not depicted as sponsors of UGAA; (ii) the UGAA Marks shall not be depicted in the same advertising or promotional materials as the Customer Marks within retail locations of Company's customers; (iii) any depiction of Customer Marks outside of retail locations shall be for directional purposes only and any depiction of Customer Marks shall be less prominent than the depiction of any Company Marks (as hereinafter defined) and UGAA Marks; (iv) in those situations under this subsection in which Customer Marks may be displayed in the same materials as the UGAA Marks, the placement of Customer Marks is not proximate to depiction of the UGAA Marks; and (v) prior to any use by Sponsor of the UGAA Marks on the same material with the Customer Marks as expressly set forth in this subsection (1), Sponsor shall submit to UGAA for its prior review and approval Sponsor's proposed use of the UGAA Marks with the Customer Marks in accordance with Section 4e below. Prior to exercising any such rights, Sponsor shall provide prior notice to UGAA and shall obtain the prior written approval of UGAA in accordance with the approvals process set forth in Section 4e. **Because they are included in the Sponsorship Fees, no separate royalty or license fee will be charged to Sponsor for using the UGAA Marks in this manner.** Subject to the aforementioned right of prior review and approval by UGAA and the other terms and conditions set forth in this subsection, **Sponsor will be permitted to promote its association with UGAA:** (a) with its customers in all channels of trade, including (but not limited to) the following: grocery stores; mass merchandise stores; convenience stores; oil and gas/petroleum stores; quick serve and other restaurants; drug stores; movie theatres; theme parks and other outdoor entertainment attractions; zoos; video and music stores; institutional food service operations; beaches; fairs and festivals; themed indoor entertainment complexes; and educational institutions; and (b) **using Sponsor's relationship with local schools, hotels, airlines, cruise lines, and other non-traditional Beverage distribution channels,** Sponsor will work with UGAA in good faith to facilitate and execute mutually

agreeable promotions.

- (2) *License by Company.* Company hereby grants to UGAA a limited non-exclusive license to use the name, trademarks, service marks, logos and other indicia of Company as provided by Company to UGAA (the "Company Marks") in order to fulfill the obligations of UGAA under this Agreement and to provide Sponsor with the recognition and benefits set forth herein. Such uses of Company Marks shall be subject to the prior written approvals of Sponsor (attn: Mark Root), such approvals not to be unreasonably withheld or conditioned.
  - d. *Merchandise.* With prior knowledge, prior review, and written approval of UGAA in accordance with Section 4e, Sponsor may create merchandise displaying trademarks for Company Beverages together with any UGAA Marks. Sponsor will not pay any royalties or other compensation for this merchandise, so long as it is distributed in connection with Company Beverages, free of charge or sold at a subsidized price. UGAA agrees that royalties will not apply, unless mutually agreed to by the parties hereto, in any circumstances to any of the following that bear UGAA Marks: cups, vessels, cans, commemorative can or bottles, can/bottle wraps and all other forms of primary or secondary packaging, vendor fronts, and advertising or promotional materials.
  - e. *Approvals.*
    - (1) All requests for approval by Sponsor from UGAA under this Agreement shall be submitted in writing to the Athletic Director or the Athletic Director's designee. Until being advised otherwise in writing by UGAA, requests for approval should be submitted to Alan Thomas, Associate Athletic Director for External Operations.
    - (2) If UGAA does not respond to a written submission for any approval under this Agreement within ten (10) business days after receiving it, then Sponsor may send written notice to UGAA that Sponsor has not received UGAA's response. If UGAA still does not respond within two (2) additional business days of receiving such notice, Sponsor is entitled to treat the submission as approved.
  - f. *Samples.* Sponsor shall supply, free of charge, to UGAA for administrative and archival purposes two (2) originals (or jpeg versions thereof) of all advertising, promotional, merchandise and premium items and other materials in connection with the license to use the UGAA Marks granted under this Agreement.
5. *Coaches' Activities.* For each sports season during the Term, the head football and head men's and women's basketball coach shall each be made available to autograph at least twenty-five (25) media guides for each of the following UGAA sports: Football, Men's Basketball, and Women's Basketball. UGAA agrees to request that each coach shall also honor all reasonable requests to autograph additional items provided by Company.

6. Merchandise and Tickets.

Football

- a. For each football season during the Term, UGAA shall provide Sponsor with four (4) season tickets, which shall be honored at all University of Georgia football games played at Sanford Stadium. UGAA shall select the location of seats and parking spaces for such tickets and parking passes.
- b. For each football season during the Term, UGAA shall grant to Sponsor the right to take one (1) trip to an away game (as mutually agreed by the parties and based on space availability) with the UGAA football team, at no additional expense to Sponsor. The trip shall include air/ground transportation to and from the game and hotel accommodations for four (4) people (one room, quad occupancy).
- c. For each football season during the Term, UGAA shall provide four (4) Sponsor representatives with the opportunity to gain entrance to the sideline of the University of Georgia's football team, prior to and up until the official start of the game, during two (2) mutually agreed upon University of Georgia's home football games played at Sanford Stadium; provided, however, that Sponsor shall notify UGAA in writing by or before the Tuesday preceding each such game that Sponsor desires to exercise this benefit and to identify the persons attending.
- d. For each football season during the Term, UGAA shall grant Sponsor the opportunity to purchase (at no greater than rate card pricing) corporate hospitality tent space in the officially designated corporate hospitality village currently offered by UGAA's marketing rights licensee (and its successors and assigns) for up to five (5) games designated as UGAA home football games played at Sanford Stadium. The location for such corporate hospitality tent space shall be designated by UGAA. Sponsor must exercise this benefit and designate such game(s) for which it desires to purchase such corporate hospitality tent space by August 1<sup>st</sup> preceding each football season during the Term.
- e. Without diminishing any other ticket rights granted to Sponsor under this Agreement or any other agreement with UGAA, for each football season during the Term, UGAA shall grant to Sponsor the opportunity to purchase no less than ten (10) tickets to each of: (i) the annual University of Georgia/Florida football game; (ii) the SEC Championship Game (subject to participation by the University of Georgia football team); and (iii) the bowl game in which the University of Georgia football team is selected to participate.
- f. Men's Basketball. For each men's basketball season during the Term, UGAA shall provide Sponsor with ten (10) season tickets, which shall be honored at all University of Georgia games designated as home games and played at Stegeman Coliseum. Additionally, UGAA shall grant Sponsor the opportunity to purchase,

at no greater than face value, ten (10) post-season basketball tickets for each post-season game played in by the men's basketball team (e.g., SEC Tournament, NCAA Tournament, NIT), the cost of which shall be paid by Sponsor.

- g. Corporate Partner Golf Outing. Sponsor shall receive two (2) invitations to play in each summer golf outing hosted by UGAA during the Term.

6.1 At Event Recognition.

Football<sup>1</sup>

- a. Sponsor shall be recognized as a "corporate partner" of UGAA in three (3) public address announcements during each game designated as a home game played at Sanford Stadium throughout the Term.
- b. Sponsor shall be recognized as a "corporate partner" of UGAA in three (3) in-stadium videoboard message displays during each game designated as a home game played at Sanford Stadium throughout the Term.

Men's Basketball, Women's Basketball, Gymnastics, Baseball<sup>2</sup>

- c. Sponsor shall be recognized as a "corporate partner" of UGAA in three (3) public address announcements during each event played in Stegeman Coliseum and at Foley Field held throughout the Term in which the University of Georgia is designated as the home team.
- d. Sponsor shall be recognized as a "corporate partner" of UGAA in three (3) in-stadium or in-arena, as applicable, videoboard message displays during each event played in Stegeman Coliseum and at Foley Field held throughout the Term in which the University of Georgia is designated as the home team.

Home Miscellaneous Sport Contests<sup>3</sup>

N.B. Sections 6.1e and 6.1f directly below relate to all other University of Georgia varsity sports not covered in Section 6.1 above.

- e. Sponsor shall be recognized as a "corporate partner" of UGAA in three (3) public address announcements during each event played in an athletic venue on the University of Georgia campus in Athens held throughout the Term in which the University of Georgia is designated as the home team.

<sup>1</sup> Applicable to Sections 6.1(a) and 6.1(b).

<sup>2</sup> Applicable to Sections 6.1(c) and 6.1(d).

<sup>3</sup> Applicable to Sections 6.1(e) and 6.1(f).

- f. Sponsor shall be recognized as a “corporate partner” of UGAA in three (3) in-stadium videoboard message displays during each event played in an athletic venue on the University of Georgia campus in Athens held throughout the Term in which the University of Georgia is designated as the home team.
- g. Sponsor shall be responsible for providing the Company Marks in the form requested by UGAA to provide the videoboard message displays set forth in this Section 6.1.

6.2 Print Media.

Full page ads

- a. UGAA shall provide Sponsor with one (1) full-page advertisement (inside front cover), featuring four (4) colors, in each football game day program for those home football games played at Sanford Stadium during the Term.
- b. UGAA shall provide Sponsor with one (1) full-page advertisement, featuring four (4) colors, in every men’s basketball yearbook for those home men’s basketball games played at Stegeman Coliseum during the Term.
- c. Sponsor shall provide the content of all advertisements for the recognition set forth in this Section 6.2 in the form requested by UGAA (and subject to such other reasonable specifications requested by UGAA).

6.3 At Event Impact - Football Videoboard Feature/Promotion

Without limiting any other rights granted to Sponsor under this Agreement, Sponsor shall provide sponsorship of a videoboard feature highlighting the community involvement of student-athletes at the University of Georgia (“the Coca-Cola Community All-American event”), or any other event mutually agreed upon by Sponsor and UGAA, as follows:

- a. Sponsor shall be the sponsor of one (1) in-stadium videoboard feature or promotion mutually agreed upon by UGAA and Sponsor, activated at each home football game played at Sanford Stadium during the Term.
- b. Sponsor’s name and/or logo will appear on the videoboard screen as a static display throughout the entire feature/promotion (and provided the feature/promotion is approved by Sponsor).
- c. Sponsor’s name, logo and message shall be displayed on the LED display boards throughout the entire feature/promotion (and provided the feature/promotion is approved by Sponsor). These displays shall appear on sideline LED display boards and the main scoreboard lower LED display board. Sponsor shall be responsible for providing the Company Marks in the form requested by UGAA to provide the videoboard message displays set forth in this Section 6.3.

- d. Sponsor shall receive name recognition by way of announcements over the in-stadium public address system that corresponds to the videoboard feature/promotion granted in this Section 6.3 above.

#### 6.4 Football Videoboard Promotion.

Sponsor shall provide sponsorship of "The Red Coat Band" on-field performances or other event mutually agreed upon by Sponsor and UGAA as follows:

- a. Sponsor shall be the sponsor of one (1) in-stadium videoboard promotion mutually agreed upon by UGAA and Sponsor, activated at each home football game played at Sanford Stadium during the Term.
- b. Sponsor's name and/or logo will appear on the videoboard screen as a static display throughout the entire promotion (and provided the promotion is approved by Sponsor).
- c. Sponsor's name, logo and message shall be displayed on the LED display boards throughout the entire promotion (and promotion is approved by Sponsor). These displays shall appear on sideline LED display boards and the main scoreboard lower LED display board. Sponsor shall be responsible for providing the Company Marks in the form requested by UGAA to provide the videoboard message displays set forth in this Section 6.4.
- d. Sponsor shall receive name recognition by way of announcements over the in-stadium public address system that corresponds to the videoboard promotion granted in this Section 6.4 above.

#### 6.5 Stegeman Coliseum Videoboard Features/Promotions.

In addition to the rights licensed to Sponsor under Section 6.3 of this Agreement, Sponsor shall also provide sponsorship of the Coca-Cola Community All-American event, or any other event mutually agreed upon by UGAA and Sponsor, as follows:

- a. Sponsor shall be the sponsor of one (1) in-stadium videoboard feature or promotion mutually agreed upon by UGAA and Sponsor, activated at every athletics event held in Stegeman Coliseum in which the University of Georgia is designated as the home team.
- b. Sponsor's name and/or logo will appear on the videoboard screen as a static display throughout the entire feature/promotion (and provided the feature/promotion is approved by Sponsor).
- c. Sponsor's name, logo and message shall be displayed on the LED display boards throughout the entire feature/promotion (and provided the feature/promotion is approved by Sponsor). These displays shall appear on Press Box fascia, auxiliary

scoreboard and the main scoreboard LED display boards. Sponsor shall be responsible for providing the Company Marks in the form requested by UGAA to provide the videoboard message displays set forth in this Section 6.5.

- d. Sponsor shall receive name recognition by way of announcements over the in-stadium public address system that corresponds to the videoboard feature/promotion granted in this Section 6.5 above.

#### 6.6 Baseball Videoboard Features/Promotions.

In addition to the rights granted to Sponsor under Sections 6.3 and 6.5 of this Agreement, Sponsor shall provide sponsorship of the Coca-Cola Community All-American event, or any other event mutually agreed upon by UGAA and Sponsor, as follows:

- a. Sponsor shall be the sponsor of one (1) in-stadium videoboard feature or promotion mutually agreed upon by UGAA and Sponsor, activated at each and every baseball game played at Foley Field in which the University of Georgia is designated as the home team.
- b. Sponsor's name and/or logo will appear on the videoboard screen as a static display throughout the entire feature/promotion (and provided the feature/promotion is approved by Sponsor).
- c. Sponsor's name, logo and message shall be displayed on the LED display boards throughout the entire feature/promotion (and provided the feature/promotion is approved by Sponsor). These displays shall appear on the main scoreboard LED display boards. Sponsor shall be responsible for providing the Company Marks in the form requested by UGAA to provide the videoboard message displays set forth in this Section 6.6.
- d. Sponsor shall receive name recognition by way of announcements over the in-stadium public address system that corresponds to the videoboard feature/promotion granted in this Section 6.6 above.

#### 6.7 Junior Bulldog Club & Mascot Appearances.

Sponsor shall play a supporting sponsorship role of the Junior Bulldog Club ("Club") as follows:

- a. Sponsor's corporate name and logo shall appear in all Club publicity efforts (as approved by Sponsor). Sponsor's corporate logo shall also be placed on all membership applications, brochures, videoboard acknowledgment at select events, UGA Kid's Club page in football game programs and men's and women's basketball annual publications, and on the UGA Kid's Club page on UGAA's official web site.

- b. Sponsor shall have the opportunity to offer special monthly discounts and promotional offers to the parents or guardians of all Club members.
  - c. Sponsor shall receive four (4) mascot appearances at no cost in each Agreement Year. Sponsor shall be responsible for actual travel expenses incurred. All appearances are subject to the approval of UGAA (which shall not be unreasonably withheld) and the availability of students.
7. Right of First Refusal. Except with respect to the permitted exceptions set forth in Section 4b of this Agreement, Sponsor shall have the right of first refusal for any future sponsorship rights to UGAA in the Beverage category, with such right of refusal in effect for a period of ninety (90) days commencing no later than June 1, 2008 (the "RFR Period"). If, at any time before the end of the RFR Period, UGAA receives a bona fide offer from a third party for any Beverage marketing, promotional or advertising rights – that is, a proposal in which all the principal terms, including price and specific rights and obligations, have been fully and finally negotiated – then UGAA will notify Sponsor of the offer and give Sponsor thirty (30) days to enter into a contractual agreement with UGAA on terms no less favorable to UGAA than those in the offer. If Sponsor so agrees, UGAA will enter into a contractual agreement with Sponsor and not the third party. Under no circumstances will UGAA (i) enter into a contractual agreement with a third party on terms different from the terms previously offered to Sponsor and (ii) solicit offers from third parties in the Beverage category prior to the end of the RFR Period.
8. Sponsor Acknowledgements. With respect to the rights licensed herein by UGAA, Sponsor specifically acknowledges and agrees that, without diminishing in any way the rights, benefits, or opportunities granted to Sponsor under this Agreement, nothing contained in this Agreement shall be construed as or deemed to constitute agreement by or on behalf of the University of Georgia (the "University") or the Board of Regents of the University System of Georgia (the "Regents") as a grant to Sponsor of any rights owned or controlled by the University or the Regents. Sponsor further acknowledges and agrees that the licenses granted herein by UGAA relate only to the specified rights to the UGAA Marks and the athletics program of the University and not to any other rights or programs of any other person or entity other than UGAA. All such rights are reserved to and for the benefit of the University and the Regents.
9. Representations, Warranties and Covenants.
- a. By UGAA. UGAA represents, warrants, and covenants to Sponsor the following:
    - (1) Authority. It has full power and authority to enter into this Agreement and to grant Sponsor the rights described herein.
    - (2) 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.

(3) Right to License Marks. It has the right to license the UGAA Marks during the Term and it has not permitted (nor will it permit during the Term) any UGAA coaches to license or sublicense the UGAA Marks to any third parties in such manner that would deprive Sponsor of the rights granted under this Agreement.

(4) No Conflicting Agreements. It has not entered into – and during the Term will not enter into - (a) any agreement that would prevent it from complying with this Agreement; or (b) any agreement granting rights that violate the rights granted to Sponsor under this Agreement.

b. By Sponsor. Each of Company and Bottler, solely as to itself, represents, warrants and covenants to UGAA the following:

(1) Authority. It has the full power and authority to enter into this Agreement and to grant to UGAA the rights described herein.

(2) 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.

(3) No Conflicting Agreements. It has not entered into – and during the Term will not enter into – any other agreement that would prevent it from complying with this Agreement.

10. Termination.

a. By Sponsor. Sponsor shall have the right to terminate this Agreement in the event that UGAA loses the rights to broadcast any or all of the University of Georgia football or men's basketball games during the first Agreement Year. Further, Sponsor shall have the right to terminate this Agreement in the event: (a) of a material breach by UGAA of this Agreement; (b) that any of Sponsor's rights are lost, limited or restricted during the Term (regardless of the reason); and (c) that UGAA's right and authority to enter into this Agreement is lost, or becomes limited or restricted. Upon any termination, Sponsor shall receive a pro rata refund of paid but unearned Sponsorship Fees. Notwithstanding the foregoing, no termination under this Section 10a shall become effective without UGAA having an opportunity to cure the breach within thirty (30) days of receiving written notice from Sponsor of the breach.

b. By UGAA. UGAA shall have the right to terminate this Agreement in the event of a material breach by Sponsor of this Agreement, including but not limited to failure to pay the Sponsorship Fees as and when due. Notwithstanding the foregoing, no termination under this Section 10b shall become effective without Sponsor having an

opportunity to cure the breach within thirty (30) days of receiving written notice from UGAA of the breach.

11. Indemnification.

- a. UGAA's Indemnity Obligations. UGAA agrees to indemnify and hold harmless Company and Bottler, and their respective affiliates, officers, directors, employees, agents and other representatives from and against all claims, suits, liabilities, costs and expenses, including reasonable attorney's fees and costs, for personal injury, death, property damage or loss or other injury arising out of: (i) allegations that UGAA Marks or copyright infringe the intellectual property rights of any third party, as long as UGAA Marks and copyrights have been used in the manner provided or approved by UGAA; (ii) UGAA's advertising; and (iii) provision by UGAA of hospitality for its invitees and licensees pursuant to the terms and conditions of this Agreement; with the understanding that these obligations shall not apply to the extent that the Claims result solely from the gross negligence and/or intentional conduct of Sponsor.
- b. Sponsor's Indemnity Obligations. Company and Bottler, jointly and severally, agree to indemnify and hold harmless UGAA, the University of Georgia, and the Board of Regents of the University System of Georgia, and their respective affiliates, trustees, officers, directors, employees, agents and other representatives from and against all claims, suits, liabilities, costs and expenses, including reasonable attorney's fees and costs, for personal injury, death, property damage or loss or other injury arising out of: (i) allegations that the Company Marks or copyright infringe the intellectual property rights of any third party, as long as the Company Marks and copyrights have been used in the manner provided or approved by Company; (ii) Sponsor's advertising, including but not limited to the advertising messages and other content that Sponsor is to provide pursuant to Sections 3a, 3e, and 6.2 through 6.6 of this Agreement; (iii) provision by Sponsor of hospitality for its invitees and licensees pursuant to the terms and conditions of this Agreement; and (iv) product liability for merchandise and premium items created by or for the benefit of Sponsor under Section 4f of this Agreement (provided that UGAA's approval of such items shall have no effect upon such indemnification obligation); with the understanding that these obligations shall not apply to the extent that the Claims result solely from the gross negligence and/or intentional conduct of UGAA.
- c. Indemnification Procedures. Whenever any party entitled to indemnification under this Agreement (the "Indemnified Party") receives notice of any potential claim that might be subject to indemnity, that party will promptly notify the party obligated to indemnify (the "Indemnifying Party"). The Indemnifying Party will assume the defense of the claim through counsel designated by it and reasonably acceptable to the Indemnified Party. The Indemnifying Party will not settle or compromise any claims, or consent to the entry of any judgment, without the

written consent of the Indemnified Party – which written consent will not be unreasonably withheld. The Indemnified Party and its affiliates, employees, and representatives, will cooperate with the Indemnifying Party in the defense of the claim. If the Indemnifying Party fails to assume the defense of the claim as soon as reasonably possible – and in any event before the earlier of 20 days after receiving notice of the claim or 5 days before the date that an answer to a complaint (or its equivalent) is due – then the Indemnified Party may settle the claim on behalf of and at the risk and expense of the Indemnifying Party.

12. Effectiveness of Agreement. This Agreement shall not be effective unless and until signed by an authorized representative of each party hereto.
13. Miscellaneous. Neither this Agreement nor any part hereof shall be assigned or otherwise transferred by a party without the prior written consent of all parties. This Agreement and the Second Amendment (as to Company and UGAA) shall constitute the final, complete, and exclusive written expression of the intentions of the parties hereto with respect to its subject matter and shall supersede all previous communications, representations, agreements, promises, or statements, either oral or written, by or between the parties. This Agreement may be modified or changed only in writing and signed by each of the parties. The parties hereto are acting as independent contractors and independent employers. Nothing herein contained shall create or be construed as creating a partnership, joint venture or agency relationship between the parties and no party shall have the authority to bind another in any respect. 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 remains solely that party's property, and no joint ownership can arise because of the other party's use under this Agreement.

Each of the parties hereto agrees that the amount of Sponsorship Fees provided to UGAA by Sponsor under this Agreement will be kept confidential by that party, its agents, employees and representatives and, except as may be required by law, will not be disclosed in any manner whatsoever, in whole or in part, by that party or its agents, employees or representatives without the prior written consent of the other parties; provided, however, that UGAA may disclose such information to the University of Georgia and to UGAA's marketing rights licensee. The foregoing obligations regarding confidentiality shall remain in effect during, and for a period of two (2) years after, the Term of this Agreement.

14. Governing Law. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without reference to its conflict of law rules.
15. Liability Joint and Several. Company and Bottler acknowledge and agree that their liability as Sponsor hereunder shall be joint and several with respect to performance of all obligations under this Agreement, including but not limited to the payment obligations under Section 2 of this Agreement.

16. Severability. The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, such provisions being inserted conditionally upon their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.
17. Compliance with Laws. The parties agree to comply with all federal, state and local laws, ordinances, orders, rules and regulations applicable to the performance of their respective obligations under this Agreement. Sponsor also agrees that its rights and benefits under this Agreement shall be subject to all rules and regulations of the NCAA and of the Southeastern Conference or any other collegiate conference or organization of which UGAA may become a member during the Term of this Agreement ("SEC"), both now existing and as such may hereinafter be amended or adopted, and that all provisions of this Agreement shall be subject to all such applicable laws, ordinances, orders, rules and regulations. Notwithstanding the foregoing in this Section 17 and subject to the NCAA and SEC exceptions agreed upon by Sponsor as set forth hereinafter in this Section 17, if the application of any rules or regulations of the NCAA or the SEC materially diminish or adversely impact in a material way Sponsor's rights, benefits or opportunities under this Agreement, Sponsor and UGAA agree to negotiate in good faith for a *pro rata* reduction of the consideration being paid by Sponsor to UGAA herein based on the reasonable lost value to Sponsor under this Agreement. If the parties are unable to agree on such *pro rata* refund level, Sponsor may commence an arbitration proceeding before a single arbitrator (with sports marketing experience as selected jointly by the parties hereto), which shall be held in the city of Atlanta, Georgia and which shall be conducted in accordance with the procedures of the American Arbitration Association. If the parties are unable to agree upon a single arbitrator, each party shall select an arbitrator and the two selected arbitrators shall select a third arbitrator. In such event, the arbitration shall be conducted by the selected panel of three (3) arbitrators. The parties shall share the costs of the arbitrator or arbitration panel (as the case may be), including all fees payable to such arbitrator(s), while each party shall bear its own costs of presenting its case to such arbitrator(s). In addition to a claim for a *pro rata* refund, Sponsor may also seek a termination of this Agreement. The foregoing Sponsor remedies in this Section 17 shall be referred to as "Sponsor's Subordination Remedies." Sponsor specifically acknowledges and agrees that the Sponsor's Subordination Remedies do not apply to an event or tournament hosted by UGAA but organized by the NCAA (including without limitation the pre-season and/or post-season basketball National Invitation Tournament) and/or the SEC and as to which the NCAA and/or the SEC determines Sponsor's recognition in any of the Athletic Venues should be withheld, covered, blocked or remain unlit, provided that such limitation or restriction of Sponsor's signage and other visibility set forth in this Agreement is limited to the time during which UGAA hosts such event or tournament and further provided that, if such event or tournament is held in Sanford Stadium, Sponsor's permanent signage may be withheld, covered, blocked or remain unlit if all other permanent signage within Sanford Stadium is also required to be withheld, covered, blocked or remain unlit, and Sponsor's LED messages within Sanford Stadium may be withheld, covered, blocked or remain unlit if all other LED

messages within Sanford Stadium are also required to be withheld, covered, blocked or remain unlit.

18. Notices. Except as expressly provided to the contrary herein, any notice, consent, report, document or other item to be given, delivered, furnished or received hereunder shall be deemed given, furnished and received when given in writing and personally delivered to and received by an officer or designated employee of the applicable party seventy-two (72) hours after the same is deposited in the United States mail, postage prepaid, registered or certified first-class mail, return receipt requested addressed as set forth below, or to such other address as either of the parties shall advise the other in writing or sent by confirmed facsimile transmission:

If to UGAA:

University of Georgia Athletic Association, Inc.  
Butts-Mehre Heritage Hall  
1 Selig Circle  
Athens, Georgia 30602  
Attn.: Senior Associate Athletic Director  
FAX:(706) 542-2980

If to Company:

The Coca-Cola Company  
PO Box 1734  
Atlanta, Georgia 30301  
Attn.: Peggy Ann West  
FAX: (404) 515-3938

With a copy to Jeffrey B. Gewirtz, Esq. (FAX: 404-598-0945)

If to Bottler:

Coca-Cola Enterprises Inc.  
650 Athena Drive  
Athens, Georgia 30601-1607  
Attn.: Mr. Joe Cunningham

19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement.
20. Headings. The headings of the sections and subsections of this Agreement are inserted solely for ease of reference and shall not in any way affect the meaning or interpretation of this Agreement.

21. Survival. Those covenants, acknowledgments, representations, agreements, and obligations contained in Sections 8, 9, 11, and 13-21 of this Agreement shall survive the expiration and/or termination of this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date first written above.

THE COCA-COLA COMPANY, by and through its Coca-Cola North America Division <sup>7866cs</sup>

By: Peggy Ann West

Name: Peggy Ann West

Title: Vice President, Business Affairs

UNIVERSITY OF GEORGIA ATHLETIC ASSOCIATION, INC.

<sup>AT</sup> By: Frank Crumley

Print Name: Frank Crumley

Title: SA Associate AD for Financial Administration

COCA-COLA ENTERPRISES INC.

By: W Bryant McDaniel / <sup>ASD</sup>

Print Name: W Bryant McDaniel

Title: VP/GM - Southeast Business Unit