

**Campus-Wide Sponsorship Agreement Between
The Coca-Cola Company
Coca-Cola Refreshments USA, Inc.
Georgia State University
Georgia State University Athletic Association, Inc.**

This sponsorship agreement (the "Agreement") sets forth certain exclusive rights granted to Sponsor by University and GSUAA, as defined below. In consideration of the mutual promises contained herein, the parties agree as set forth below:

1. PARTIES

- (A) The Coca-Cola Company, acting by and through Coca-Cola North America ("Company")
- (B) Coca-Cola Refreshments USA, Inc. ("Bottler")
- (C) Board of Regents of the University System of Georgia by and on behalf of Georgia State University ("University")
- (D) Georgia State University Athletic Association, Inc. ("GSUAA")

Company and Bottler are collectively referred to as "Sponsor." The term "GSU System" refers to University and GSUAA, collectively.

2. SCOPE OF AGREEMENT

Sponsor will be the exclusive Beverage sponsor of the University, with Campus-wide Beverage availability rights, and on and off-Campus marketing rights.

3. TERM

The term of the Agreement will be for a period of ten (10) years, as follows (the "Term"):

Start Date: July 1, 2016 End Date: June 30, 2026

Thereafter, the parties may extend the Term of this Agreement for additional one (1) year periods, subject to agreement on then-current material terms and conditions, upon the written agreement of all parties.

4. DEFINITIONS

Certain capitalized words or phrases are used throughout this document. Such words or phrases have the meanings set forth in **EXHIBIT A**.

5. SPONSORSHIP FEES / OTHER CONSIDERATION TO GSU SYSTEM

- (A) Sponsorship Fees - Sponsor will pay the GSU System, through the GSUAA, "Sponsorship Fees" in the amount of \$325,000 for each Agreement Year.

Sponsorship Fees will be paid to GSUAA in equal annual installments on July 1st of each Agreement Year. GSUAA will be responsible for allocation of Sponsorship Fees to University (or its particular units/departments) or any other cooperative organization of the University. If the Agreement is not fully executed until after the Start Date, the first payment of Sponsorship Fees for Agreement Year One will be made to GSUAA within thirty (30) days from Company's receipt of the fully executed Agreement. GSUAA will provide invoices to Company at least sixty (60) days before payment is due.

- (B) Volume Incentive Rebates - If the GSU System's purchases of bottle/can Company Beverages from Bottler exceed 21,500 standard physical cases in an Agreement Year (including only purchases by University, Sodexo, Follett and Campus Café/ABL Management or any future mutually agreed to Concessionaires), then Bottler will pay the GSU System a rebate of Two Dollars (\$2.00) for each standard physical case of bottle/can Company Beverages purchased and paid for by University and the specified Concessionaires for sale at the Campus during that Agreement Year that exceeds 21,500 cases, starting with case number 21,501 (the "Rebates"). The Rebates shall be paid annually in arrears, within forty-five (45) days after the end of each applicable Agreement Year in which the Rebates were earned and will be based on Bottler's case sales records. Rebates shall not be earned for Company Beverages sold through vending machines. Sponsor agrees to provide GSU System with quarterly reports regarding the subject of this Section 5(B) upon receiving at least ten (10) business days' advance written request from GSU System.

- (C) Marketing and Other Funds-

- (i) Marketing Funds – For each Agreement Year prior to the year that the University football team begins playing football at the location currently known as Turner Field, Sponsor will budget and spend \$35,000 annually for mutually-agreed on-Campus and in-market marketing

programs. In the Agreement Year that the University football team begins playing football at the location currently known as Turner Field (estimated to be Agreement Year 3), Sponsor will budget and spend \$105,000 for mutually-agreed on-Campus and in-market marketing programs. For each Agreement Year after the year that the University football team begins playing football at the location currently known as Turner Field, Sponsor will budget and spend \$40,000 annually for mutually-agreed on-Campus and in-market marketing programs.

The funds will be held in a fund managed by Sponsor (in consultation with GSU System, specifically its Department of Athletics, Department of Public Relations and Marketing Communications, Alumni Association, Student Affairs/Auxiliary Services) for use toward marketing programs designed to promote and increase Beverage sales on Campus. All funds made available must be spent within the Agreement Year for which they are budgeted. Unused funds shall be forfeited.

- (ii) Product Donations – Each Agreement Year, Bottler will donate up to 2,000 standard physical cases of 12oz. cans of Company Beverages and/or 16.9oz. DASANI for student and faculty/staff/alumni/guest special events, but not for resale. Company Beverages will be provided upon University's request. In the event University does not request all complimentary Company Beverages by the end of each Agreement Year, any remaining complimentary Company Beverages shall be retained by Bottler with no further obligation.
- (iii) Athletic Sidelines – Each Agreement Year, Sponsor agrees to provide University, upon request, with POWERADE trademark identified sideline equipment and/or POWERADE powder, with an approximate retail value of up to Ten Thousand Dollars (\$10,000). In the event University does not request all complimentary POWERADE trademark identified sideline equipment and/or POWERADE powder by the end of an Agreement Year, any remaining funds will be forfeited by the University and retained by Sponsor with no further obligation.
- (iv) Additional Non-Cash Value – Sponsor will provide the GSU System with the following non-cash benefits over the Term. In the event of the under-delivery of any of these obligations, the GSU System's sole remedy is a make-good offering. In the event of an early termination of this Agreement for any reason, Sponsor's obligation to provide the benefits listed below shall be limited to those items already provided prior to the effective date of termination.

- a. Speaker Series. Each Agreement Year, Sponsor agrees to provide University, upon request, with four (4) mutually agreed upon Coca-Cola Campus Speaker Series speakers. All speakers made available must be utilized within the Agreement Year for which they are budgeted, and unused speaker opportunities shall be forfeited.
 - b. Campus Ambassadors. Each Agreement Year, Sponsor agrees to hire and provide to GSU System one (1) Campus Ambassador, to help Sponsor execute brand experiences with GSU System students. In the event that the Campus Ambassador program is discontinued by Sponsor during the Term, Sponsor will provide a mutually agreed upon initiative or event of comparable value.
 - c. Sponsor Headquarters. Each Agreement Year, Sponsor agrees to host one (1) session for GSU System at its Coca-Cola Headquarters (e.g., KOLab; SEIC; or Coca-Cola Social Media Listening Hub). Date, location and opportunity will be mutually agreed upon. Utilization of this opportunity must be utilized within the Agreement Year for which it is budgeted, and unused opportunities shall be forfeited.
 - d. Sampling Events. Each Agreement Year, Sponsor may host up to ten (10) sampling events at GSU System.
- (D) The monies and other consideration set forth in this section constitute the full and complete consideration for all rights granted to Sponsor hereunder.

6. BEVERAGE RIGHTS OF SPONSOR

- (A) **Exclusive Beverage Availability Rights.** Except as set forth with respect to Permitted Exceptions and Special Promotional Events, Sponsor will have exclusive Beverage availability rights on the entire Campus at all times during the Term. University will make Company Beverages available for sale on Campus in all package forms, through fountain dispensing, coolers, kiosks, hawking, and vending, as well as through any other means agreed upon by Sponsor and University. University will use its reasonable, good faith efforts to maximize the sale and distribution of Company Beverages on Campus. At a minimum Company Beverages shall be widely available for purchase by consumers on the Campus, and will be sold and/or served as part of all meal plans provided to University students and/or others on the Campus. Sponsor shall consult with University on specific brand sets for various Campus locations. Vending on Campus may be managed by a third party vendor, in which case

University will ensure that such vendor complies with the foregoing availability requirements and abides by the terms of this Agreement.

(B) Permitted Exceptions:

- (i) Company Beverages will be the only Beverages sold, served, distributed, sampled, or otherwise made available on Campus, provided however University may, on a non-exclusive basis, serve, sell or dispense the following Competitive Products ("Permitted Exceptions") on Campus, provided that no Competitive Products are sold, vended, distributed, dispensed or otherwise served from Sponsor's Equipment:
 - Fresh Brewed Coffee (as defined herein), fresh brewed coffee-related products (e.g., lattes, espressos, etc.), coffee creamers, unbranded fresh brewed hot tea for individual servings, and hot chocolate, along with flavored syrups added to coffee or tea.
 - Fresh Milk served in bulk in dining halls and used for cooking.
 - Chick-fil-A lemonade.
 - Fresh blended milkshakes and smoothie drinks prepared on Campus.
 - Water from water coolers in Georgia State University unit/department offices for staff and personnel.
 - Use of any beverages for academic research purposes.
 - Alcoholic beverages.
 - Performance beverages for Georgia State University Student-Athletes on a limited, case-by-case basis, if so ordered by Department of Athletics' official Nutritionists or Sports Medicine staff (subject to written approval by Sponsor).
 - Private, personnel consumption of Competitive Products bought off-Campus by faculty, staff, students, visitors, contractors, and other individuals.
- (ii) Permitted Exceptions, to the extent served or sold in cups, shall not be served or sold in Approved Cups.
- (iii) University may display generic names of unbranded Permitted Exceptions, and the trademarks of any branded Permitted Exceptions, on menus, menuboard, Point of Sale materials, dispensing equipment, and coolers for the sole purpose to indicate availability, but no Permitted Exceptions will be marketed, advertised, promoted – except within Campus outlet where Permitted Exception is authorized - or sampled on Campus, or otherwise in connection with the University, the Campus or the University Marks.

- (iv) The private, personal consumption of Competitive Products by players, coaches, musicians, actors, comedians, or other entertainment personalities appearing and performing on the Campus is permitted.
 - (v) For purposes of this Agreement, "Beverage Tenants" means commercial retail tenants leasing space from University and selling Beverages at the Campus. University will require all new Beverage Tenants to sell Company Beverages and comply with the terms of this Agreement. Subject to the remedy set forth in Section 16(C)(5), University will use its best efforts to have existing Beverage Tenants sell Company Beverages. If a Beverage Tenant sells Competitive Products, then (1) such Competitive Products will be sold or made available only within such Beverage Tenant's leased space and nowhere else at the Campus, (2) any advertisements of or promotions for such Competitive Products will only be permitted within such leased space and nowhere else at the Campus, and (3) University shall use its best efforts to persuade such Beverage Tenant to serve Company Beverages to the fullest extent permissible under the Beverage Tenant's competitive agreement (including, but not limited to, requiring Beverage Tenant to comply with this Agreement in any new, renewal, or extension lease). For clarity regarding GSU System's proposed mixed use development planned at the location currently known as Turner Field, this Section 6(B)(v) will only apply to commercial retail tenants leasing space from the University as well as athletic facilities, student housing owned, leased, or controlled by GSU System, or other space used for activities that further the mission of the GSU System, and not to any commercial retail tenants leasing space from the University's private development partners.
- (C) **Beverage Purchase Requirement.** The GSU System and its Concessionaires will comply with all applicable provisions of this Agreement, including purchasing their entire requirements for Company Beverages, cups, lids, and CO₂ (excluding bulk CO₂) from Bottler and using Approved Cups (except for Permitted Exceptions), provided however that certain chilled juice brands and Odwalla Beverages may be delivered by Company or by a third-party distributor as shall be designated from time to time by Sponsor.
- (D) **Beverage Pricing**
- (i) To the extent University has self-operated beverage concessions, then University will purchase all Company Beverages at the prices listed in EXHIBIT B. If, during the Term, new Company Beverages

are made available, then University and Sponsor shall negotiate pricing for such Company Beverages at such time.

- (ii) To the extent University has a Concessionaire operating its facilities on Campus, and that Concessionaire has an agreement with Company that describes the terms for Beverage pricing, equipment and service provided by Company to that Concessionaire, then such terms will apply and the Concessionaire will purchase all such Company Beverages as set forth in Company's existing agreement with the Concessionaire. If during the Term University engages a Concessionaire(s) to operate on Campus that does not have an agreement with Company, then Sponsor will separately negotiate terms for Beverage prices, equipment and service with such Concessionaire.

7. *MARKETING, PROMOTIONAL AND ADVERTISING RIGHTS OF SPONSOR*

- (A) **General Marketing Rights.** Sponsor will have marketing, advertising, and promotional rights, exclusive with respect to the Beverage category, to market, advertise, and promote Company Beverages in association or connection with the University, the Campus (which for the avoidance of doubt includes the Athletic Facilities), and the University Marks (which for the avoidance of doubt includes the Athletic Marks). Sponsor's rights shall apply to television, radio, print, signage, outdoor, electronic, internet, mobile, wireless, and all other media, whether now or hereafter known. Sponsor's exercise of these marketing, advertising and promotional rights shall be subject to University's approval rights as set forth in Section 9. Without limiting the foregoing, Sponsor may activate its brands on the Campus and at home athletic events without payment of additional consideration.
- (B) **Use of University Marks.** Subject to GSU System's approval rights set forth in this Agreement, Sponsor will have a non-exclusive (but exclusive with respect to Beverages), limited, non-transferable license throughout the United States to use the University Marks, on a royalty-free basis, for the purposes of marketing, advertising, or promoting Company and Company Beverages. Without limiting the foregoing, the parties acknowledge the global nature of the Internet, and agree that for purposes of the Internet, the scope of such license includes the entire world. Such license gives Sponsor the right to 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, in advertising, promotional and merchandising materials on:
 - point-of-sale materials (e.g., pole signs, price signs/banners, display wraps, shelf-signs, stand ups, cooler clings) and vender fronts;

- cups, cup lids, vessels, cans, bottles, commemorative cans or bottles, can/bottle wraps and all other forms of primary and secondary packaging;
- television, radio, print, signage, outdoor, electronic, internet, mobile, digital, wireless, and all other media, whether now or hereafter known;
- beverage dispensing equipment including without limitation Coca-Cola interactive vending machines and Freestyle dispensers.

If Sponsor uses University Marks on any commemorative bottles or cans, all regular royalty payments will be made by Sponsor through University's authorized licensing agent, unless GSU System specifically waives in writing royalties for a specific project.

(C) Customer Marketing Rights. Subject to GSU System's approval rights as set forth in this Agreement, Sponsor will have the right to undertake promotions regarding Company Beverages at or in connection with the GSU System, including joint promotions with Sponsor's retail customers in all channels of trade including without limitation:

- Grocery and retail;
- Convenience and "oil and gas" retailers;
- Mass merchandise;
- Drug retailers;
- Dollar/value stores;
- Quick serve and all other types of restaurants (including home-delivered pizza);
- Institutional and "at-work" foodservice operations;
- Video and music retailers;
- Movie theaters and indoor entertainment venues;
- Theme parks and outdoor attractions;
- Sports venues
- Airlines
- Hotels

and to use the University Marks for such purposes, including use with customers' Marks and branded products, provided no customers' Marks are used in such a way as to imply a sponsorship relationship between the customer and the GSU System (unless one exists). Notwithstanding the above, University Marks shall not be associated with retail customers primarily selling, promoting, or advertising alcohol and tobacco products, adult entertainment/products, or any other products and/or services prohibited by the Board of Regents of the University System of Georgia, NCAA, intercollegiate athletic conference to which University is a member of at any time, or applicable law.

Sponsor's right to conduct Beverage promotions with retail customers takes priority over any exclusive marketing rights held by other GSU System sponsors in the same retail channels (but only as to Beverage-related promotions). The GSU System has not, and shall not, during the Term enter into any agreement that would interfere with the GSU System's ability to reasonably approve Sponsor's customer marketing programs.

- (D) **Designations.** Sponsor will have the right to refer to Sponsor or Company Beverages in any marketing, advertising, or promotional activity or material as a "sponsor of" or the "official" or "exclusive" Beverage of University, the Campus, or the University Athletics in accordance with the Designations, as defined in **EXHIBIT A**.
- (E) **Sampling/Surveys.** Sponsor, at its own expense, and with prior approval of GSU System as to location and time, will have the right to sample and survey persons on Campus regarding Company Beverages or for other Beverage-related purposes, including, without limitation, at University home athletic events, and to survey persons on Campus regarding Company Beverages. GSU System will not unreasonably withhold its consent to such samplings/surveys; however, certain sampling/surveys may require University committee advance review and/or approval.
- (F) **Trademarked Cups/Souvenir Cups.** All Company Beverages sold, distributed, or served on Campus in disposable vessels will be served in Approved Cups. If the GSU System desires to make available non-disposable souvenir cups, artwork requires Company approval but shall follow guidelines such that all collectible non-disposable souvenir cups will bear only Company or only Company and University trademarks exclusively with equal share of the exterior cup surface. Under no circumstances will trademarks other than University or Company appear on any souvenir cup.
- (G) **Point-of-sale Materials.** Company Marks will be prominently displayed on all menu boards and all dispensing equipment at all foodservice/concession locations, and on all Company Beverage vending machines on Campus. Point-of-sale materials depicting Company Beverages, including translites and pictorials on dispensing equipment, will be clearly visible to the purchasing public at all foodservice and concession locations on Campus. Final layout and location of all point-of-sale materials shall be subject to GSU System's final approval, not to be unreasonably withheld.
- (H) **Sports Drink Sidelines Rights.** The GSU System will use cups, coolers and equipment featuring POWERADE® brand trademarks -- or if requested by Company, trademarks for any other Company Beverage --

on sidelines and players' benches, and in locker rooms for all intercollegiate athletic events on Campus. Company may also make such Company Beverages available for consumption by players, coaches and staff on the sidelines, player's benches, and in locker rooms.

- (I) **Hawking Rights.** The GSU System will sell Company Beverages using Company-trademarked materials, such as hawking trays, kiosks, themed mobile/push carts and themed umbrellas, if and to the extent provided by Sponsor. In limited circumstances, not to exceed five (5) occasions per Contract Year, GSU System may utilize its own materials to sell Company Beverages. Company Beverages in mutually agreed upon packaging will be hawked in the stands or approved concession areas during all University home football and basketball events, and during all other events at which items of any sort are hawked in the stands or concession areas
- (J) **Licensed Merchandise.** Subject to GSU System's approval rights as set forth in this Agreement, Sponsor may create merchandise and promotional premiums bearing Marks of Company Beverages together with any of the University Marks. Sponsor will not pay any fees or royalties to University for this merchandise and promotional premiums, so long as it is distributed free of additional charge in connection with Company Beverages or sold at a subsidized price. All other merchandise and promotional premiums will be subject to royalty rates and other terms to be negotiated in good faith. Items will be sourced through mutually agreed upon vendors, which will be vendors licensed by both Sponsor and the GSU System whenever possible. The GSU System agrees that the following items shall not be deemed to be licensed merchandise and royalties will not apply in any circumstances to any of the following that bear University Marks: cups; vessels; cans, bottles; multipack wraps and all other forms of packaging; beverage dispensing equipment; and point-of-sale, advertising, merchandising or promotional materials; and Sponsor will have the right to produce or have its own third-party suppliers produce such items and will not be required to use University-licensed suppliers.
- (K) **Internet Advertising.** The GSU System will acknowledge Sponsor's sponsorship and Company Beverage availability on its University's Department of Athletics website. If University's Department of Athletics places hyperlinks on its website, Company may place a hyperlink command from that site to an appropriate page of <http://www.cocacola.com/> or other of Company's websites. Company may also develop a special page advertising Company Beverages on University's Department of Athletics website.
- (L) **Digital Content.** GSU System will work cooperatively with Sponsor to provide relevant digital content, which may include, without limitation,

video highlights of University events, audio content of University theme songs, and screensavers for Sponsor to replicate and use as promotional premiums, including for use as rewards on Sponsor's "My Coke Rewards" loyalty program or other similar program. University will provide such digital content free-of-charge to the extent it is owned by the University, and University will assist Company in clearing any other third-party rights that may be required for such use, and will refresh the digital offerings periodically.

8. EXCLUSIVE ASSOCIATION; NO COMPETITIVE BEVERAGES

- (A) **No Association with Competitive Products.** Each of the rights and licenses granted to Sponsor under this Agreement is exclusive with respect to Beverages and the GSU System agrees that no Competitive Products will be associated, directly or indirectly, with University, the Campus, University Athletics, or the University Marks, on or off-Campus, whether through advertising, promotions or otherwise, including, without limitation, on any University-authorized internet or web site. Except as set forth with respect to Permitted Exceptions and Special Promotional Events, the GSU System shall not permit Competitive Beverages to be sold, dispensed, served, distributed, sampled or otherwise made available anywhere on Campus or in any way advertised, displayed, represented or promoted on Campus by any method or through any medium whatsoever (including, without limitation, print, broadcast, direct mail, coupons, handbills, displays, signage, internet and electronic/wireless). Further, to protect Sponsor's exclusivity, the GSU System makes the covenants set forth in Section 13 below and agrees that these covenants are essential to protecting Sponsor's exclusive association with University, the Campus and the University Marks. The GSU System understands that it is required to take certain actions, and refrain from certain actions, to comply with these covenants. The GSU System agrees that Sponsor has the right to assert remedies for any breach of these covenants, regardless of whether the breach results from the actions of a third party not under the GSU System's control.
- (B) **Steps to Stop Ambush Marketing.** GSU System will take commercially reasonable steps necessary or appropriate to stop third parties from associating Competitive Products with University. Except as otherwise permitted in this Agreement, if any third party, including University's media partners, conferences, bowls and others with whom University has ongoing relationships, tries without Sponsor's consent to associate Competitive Products with University, the Campus or the University Marks, or tries to suggest, by statement or implication or otherwise, that Competitive Products are so associated, GSU System will take reasonable steps to stop this "ambush marketing" and to protect

Sponsor's exclusive association. These steps may include, but not be limited to the following, as circumstances warrant:

- (i) complaining in writing to the violating party (e.g., via a cease and desist letter); and
- (ii) instituting legal action and/or cooperating with Sponsor in instituting legal action, including suits for temporary and permanent injunctive relief.

Any party learning of ambush marketing will promptly notify the other parties of this activity.

- (C) **Third Party Compliance.** GSU System will ensure that all third parties operating on the Campus of the University, including without limitation retailers, foodservice operators, vending companies and concessionaires with Beverage operations on Campus, will comply with all applicable provisions of the Agreement. This provision does not apply to Competitive Products purchased off-Campus by students, faculty or their guests for personal consumption or private group meetings and not for distribution on Campus, nor to certain exceptions provided below relating to Special Promotional Events, nor to those Competitive Products permitted to be sold, dispensed, or served by commercial retail tenants as described in Section 6(B)(v) of this Agreement.
- (D) **No Third-Party Beverage Promotions.** The GSU System will not grant any third party the right to conduct promotions involving Beverages or Beverage containers, cups, lids, or straws, 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
- (E) **Broadcasters, Licensing Agents, etc.** GSU System will not grant any rights to third parties (such as Broadcasters) that would permit such third parties to use those rights in association with Competitive Products. The GSU System will require all Broadcasters, licensing agents and other third parties who have the right to grant access to the University Marks to honor Sponsor's Beverage category exclusive marketing and associational rights, as set forth herein. However Broadcasters may sell in-game spot advertising for Competitive Products, so long as the spots do not display or refer to the University Marks or otherwise associate the University, the Campus or the University Marks with Competitive Products through on-air mentions or on-screen images or text.
- (F) **Special Promotional Events:** During the Term, temporary signage (e.g.,

banners) for Competitive Products may be displayed on the Campus during Special Promotional Events (as defined in Exhibit A); provided, however, that (i) Sponsor's marketing, advertising, and promotional rights under this Agreement will not otherwise be affected during any such Special Promotional Event(s), (ii) Competitive Products will not be sold, distributed, dispensed, sampled, served, or otherwise made available during any such Special Promotional Event(s), (iii) Blockage of any signage Sponsor may have on the Campus will not occur during any such Special Promotional Event(s), except for incidental Blockage due to the construction and/or placement of a person, stage or other structure necessary to and actually used during the Special Promotional Event(s), and (iv) all temporary signage for Competitive Products will be promptly removed from the Campus upon the conclusion of the Special Promotional Event(s). GSU System may host up to three (3) Special Promotional Events per Agreement Year on Campus, unless otherwise authorized in writing prior to a particular Special Promotional Event by Sponsor.

- (G) **NCAA and Intercollegiate Athletic Conference Promotional Programs and Other Athletic Programs:** GSUAA reserves the right to participate in promotional programs involving intercollegiate athletic conference corporate partners (which may include a Competitive Product) when the program includes all institutions in University's athletic conference, currently the Sun Belt Conference. In the event that the University participates in a NCAA or NCAA-approved pre-season or post-season event, GSUAA reserves the right to participate in promotional programs coordinated by corporate partners of the NCAA in which all event participants are featured (and which may include a Competitive Product). In the event that GSUAA participates in a Bowl Championship Series or other post-season bowl game, tournament or other similar event, GSUAA reserves the right to participate in a promotion with the corporate partners of said event if all event participants are involved (and which may include a Competitive Product).

9. UNIVERSITY'S RIGHT OF PRIOR APPROVAL

University and/or GSUAA, as the case may be, will have the right to approve in writing in advance (i) the concept for any promotional activity with respect to GSUAA and/or University that will utilize the University Marks, and (ii) any materials created by Sponsor that incorporate any of the University Marks. The GSU System will cooperate with Sponsor's activities, on and off-Campus, designed to promote Sponsor's sponsorship association with University, the Campus and the University Marks. The GSU System will not unreasonably withhold, condition or delay approval of such intended uses of the University's marks.

University and/or GSUAA will have ten (10) business days from receipt to respond to any written submission by Sponsor. If University or GSUAA fails to respond within that time period, then Sponsor may send notice to University and/or GSUAA that Sponsor has not received University and/or GSUAA's response. If University and/or GSUAA still does not respond within two (2) business days, Sponsor's submission will be deemed automatically approved by University or GSUAA, as applicable. If the University and/or GSUAA disapproves any concepts or materials submitted by Sponsor, the University and/or GSUAA shall provide Sponsor with written reasons as to why such concepts or materials were disapproved and how the concepts or materials can be altered to meet University's or GSUAA's approval. Withholding approval is considered unreasonable unless it is based on:

- (i) University's or GSUAA's determination that University Marks have been used incorrectly in a technical sense (such as improper color or trademark nonconformity); or
- (ii) University's or GSUAA's reasonable determination that Sponsor's proposed promotional activity or use of University Marks will reflect negatively on University or GSUAA.
- (iii) Any regulation or law governing University or GSUAA's activities that would be violated by such promotional activity.

For example, the GSU System agrees that it is unreasonable to withhold approval of a submission that includes the name or marks of one of Sponsor's customers solely because that customer is not also a sponsor of University or GSUAA or because that customer operates in a trade channel where University or GSUAA already has an exclusive sponsor.

The GSU System agrees that approval shall be deemed given, and the submission of such intended uses shall not be required, if the concepts or materials utilizing University Marks are the same as or substantially similar to concepts or materials previously approved by University and/or GSUAA, as applicable.

10. SIGNAGE AND MEDIA / ADVERTISING

Throughout the Term, University and/or GSUAA, as applicable, will provide Sponsor, free and at no cost to Sponsor, the signage and media/advertising rights as provided in **EXHIBIT C**. Further, the parties agree that:

- (A) The text, graphics, and artwork for Sponsor's signage will be developed, created and produced by Sponsor, at Sponsor's sole cost. University and/or GSUAA will pay all costs for the physical production, installation, repair and maintenance of such signage, except that Sponsor will pay the cost of installing any replacement panels used to modify Sponsor's initial

advertising message or graphics. University and/or GSUAA will repair any malfunction, damage or destruction to the panels or supporting structures within a commercially reasonable period.

- (B) The text, graphics, and artwork for Sponsor's print advertising will be developed, created and produced by Sponsor, at Sponsor's sole cost.
- (C) **No Obstructions.** Sponsor's signage on Campus must not be blocked by University, GSUAA or any third party. This includes Blockage during the Broadcast of any Team game or other Campus event. University and GSUAA will cause third parties to comply with this provision in all new or renewed agreements involving rights to Broadcast Team games or other Campus events, or otherwise photograph the Campus. Recreations of the Campus (such as on maps or in video games) will recreate Sponsor's signage in accordance with its actual appearance and placement.
- (D) **Illuminated Signage.** University and/or GSUAA, as applicable, will supply the required electricity for all Sponsor's 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 signs in the same facility are illuminated.
- (E) **Access to Signage.** At all reasonable times, University and/or GSUAA, as applicable, will provide Sponsor access to its signage to replace, remove, or modify it.

11. ENTERTAINMENT / HOSPITALITY / TICKETS TO SPONSOR

- (A) Throughout the Term, University and/or GSUAA, as applicable, will provide Sponsor, free and at no cost to Sponsor, the tickets and hospitality rights to University or GSUAA functions, athletic events involving University Athletics, and other special events associated with University or GSUAA as provided in **EXHIBIT D**.
- (B) Sponsor will have the ability to schedule University's athletic coaches for charitable and promotional events mutually agreed upon by GSU System and Sponsor at least once per Agreement Year.

12. EQUIPMENT AND SERVICE

- (A) Company will provide certain fountain Beverage dispensing equipment for use on Campus, and maintenance/repair service for such equipment, under the following terms and conditions:

Fountain Equipment. Company will lease to University without charge during the Term, Company approved dispensing equipment reasonably necessary to enable University to dispense a quality fountain Beverage. No Freestyle, ICEE® equipment, ice makers or water filters will be provided. All equipment provided by Company will at all times remain the property of Company and is subject to the terms and conditions of Company's lease agreement (the "Lease"), but no lease payment will be charged. The Lease terms are attached as **Exhibit E** and are a part of the Agreement.

Notwithstanding the foregoing, in the event that Freestyle equipment will be made available to University, such equipment will be the subject of a separate equipment agreement between the parties and fees may apply.

To the extent that fountain Beverage dispensing equipment leased from Company under this Agreement is located on premises that are owned, controlled or managed by a Concessionaire of University or other persons not a party to this Agreement ("Concessionaires"), University will include provisions in its agreements with such Concessionaires that recognize that the equipment is owned by Company and that obligates the Concessionaires to honor the terms and conditions of the Lease.

(B) Fountain Service:

Service for University if Self-Operated: Company (or Bottler) will provide at no charge regular mechanical repair reasonably needed for fountain Beverage dispensing equipment. Replacement parts associated with these service calls will also be provided without charge. Any removal, remodel, relocation or reinstallation of dispensing equipment, flavor changes, summerize/winterize, line changes, or service necessitated by damage or adjustments to the equipment resulting from misuse, abuse, failure to follow operating instructions, service by unauthorized personnel, unnecessary calls (equipment was not plugged in, CO₂ or fountain syrup container was empty), or calls that are not the result of mechanical failure (collectively "Special Service Calls"), are not considered regular service and will not be provided free of charge. Charges for Special Service Calls will be charged at Company's (or Bottler's) then current rate and will be invoiced. Charges will include labor, travel time, parts, and administrative costs.

Service for Concessionaire: 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.

- (C) **Bottle/Can Equipment.** Bottler will provide certain cold-drink equipment (such as coolers) free-of-charge for use on Campus, and maintenance/repair service for such equipment, under the following terms and conditions:

University represents and warrants that electrical service on Campus is proper and adequate for the installation of Bottler's equipment and University agrees to indemnify and hold Bottler harmless from any damages arising out of defective electrical service.

- (D) With respect to any equipment leased at a charge or loaned without charge by Company or Bottler to the GSU System, the GSU System:

- i. acknowledges all equipment provided by Company or Bottler under this Agreement will at all times remain the property of Company and Bottler;
- ii. [Reserved];
- iii. will refrain from removing equipment from its location on Campus without first securing the written consent of the equipment's owner;
- iv. will refrain from encumbering the equipment or permitting any attachment to it without the authorization of the equipment's owner;
- v. will take reasonable care to protect and secure all equipment provided by Company or Bottler consistent with the measures the GSU System employs to protect its own equipment;
- vi. will reimburse Company for any loss of or damage to Company-provided equipment, except for reasonable wear and tear; and
- vii. will reimburse Bottler for any loss of or damage to Bottler-provided drink equipment, except for reasonable wear and tear.

Neither Company nor Bottler will be liable to the GSU System or Concessionaire for damages of any kind arising out of delays in providing service to equipment on Campus.

13. REPRESENTATIONS, WARRANTIES, AND COVENANTS

13.1 By University and GSUAA. Each of University and GSUAA, solely as to itself, 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 the Agreement. It has duly executed and delivered this Agreement, which is now its binding legal obligation.
- (C) **Right to License Marks.** It has the exclusive right to license the University Marks.
- (D) **Status.** University is an entity of the State of Georgia self-operating a food and beverage service on Campus. All Beverages purchased hereunder are solely for University's use and will not be resold or otherwise made available to any third party who sells or distributes Beverages. University will provide Sponsor with prompt written notice of any third party retained by it to manage or operate a beverage service on Campus.
- (E) **No Conflicting Agreements.**
 - (i) 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 University from complying with this Agreement; or
 - (b) any agreement granting rights that are in conflict with the exclusive rights granted to Sponsor under this Agreement.
 - (ii) It will require third parties (possible examples include concessionaires, third-party food-service operators, vending companies, licensing agents and Broadcasters) to comply with the relevant provisions of this Agreement.

13.2 By Sponsor. Each of Company and Bottler, solely as to itself, represents, warrants, and covenants to University and GSUAA 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 the Term will not enter into, any other agreement that would prevent it from complying with this Agreement.
- (D) **Boycott of Israel Prohibition.** Company and Bottler certify that Company and Bottler, respectively, are not currently engaged in, and agree for the duration of the Term, not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.

14. CONFIDENTIALITY

Except as otherwise required by applicable law, by Board of Regents, State of Georgia, or University Purchasing requirements, University, GSUAA and their agents, employees and representatives will not disclose in any way any terms of this Agreement during the Term of this Agreement. University and/or GSUAA will give Sponsor prompt 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, subject to timeframes imposed by the Georgia Open Records Act.

Other confidential information may include any business, marketing, promotional, or technical information provided by one party to another. If information is designated, in writing, by the offering party as confidential, the information will remain the confidential, proprietary information of that party, unless such information was previously known to the receiving party through means not otherwise in breach of this provision. It will not be disclosed, unless otherwise 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 written notice, so that they may assert any exemptions from or defenses to disclosures that may be available.

15. TERMINATION AND REMEDIES

This Agreement may be terminated prior to the expiration of the Term under the following circumstances:

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

- (A) **If Company or Bottler Doesn't Pay.** University and GSUAA may terminate if Company or Bottler fails to make any payment to University and GSUAA 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 University and GSUAA may

not terminate if the payment failure is due to University's or GSUAA's failure to perform or a bona fide dispute between the parties.

(B) If Sponsor Breaches. University and GSUAA may terminate if Sponsor breaches any other material term of this Agreement and Sponsor fails to cure the breach within 45 days of receiving written notice of the breach.

(C) If Sponsor Becomes Insolvent or Bankrupt.

(i) University and GSUAA may terminate immediately upon written notice if Company or Bottler does 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.

(ii) University and GSUAA do not have the right to terminate because of Bottler's insolvency or other financial instability as described above if Company agrees in writing to assume all of Bottler's obligations under this Agreement.

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

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

(B) If University or GSUAA Becomes Insolvent or Bankrupt. Sponsor may terminate immediately upon written notice if University or GSUAA does any of the following:

- (i)** becomes unable to pay its liabilities when due;

- (ii) makes an assignment for the benefit of creditors;
 - (iii) files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent;
 - (iv) has a receiver appointed for any portion of its business or property; or
 - (v) has a trustee in bankruptcy or trustee in insolvency appointed for it under federal or state law.
- (C) **If University or GSUAA Loses Authority.** Sponsor may terminate if University's or GSUAA's authority to convey any of the rights in this Agreement expires or is revoked, in whole or in part.
- (D) **If Campus Closes.** Sponsor may terminate if a portion of the Campus is closed, other than in connection with regularly scheduled breaks, 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 on Campus decrease by more than 20%, as compared to sales during the same period occurring 12 months earlier.
- (E) **If Athletics Activities Cease.** Sponsor may terminate if a substantial portion of University's athletic programs and competitions are not conducted due to NCAA sanctions or any other reason.
- (F) **Written Notice Required.** Sponsor must give forty-five (45) days written notice to University and GSUAA when exercising any of its termination rights under Sections (C) or (D) above.

16. REFUNDS AND ADJUSTMENTS

- (A) **Refunds.** If the Agreement is terminated prior to its scheduled Term expiration for any reason whatsoever, except for material breach by Sponsor, then the GSU System will refund to Sponsor a *pro rata* portion of all fees, commissions and other payments that have been paid but not earned as of the date of termination (or the date of breach, if earlier). All prepaid fees will be earned on a daily basis over the payment period.
- (B) **Extension of Term.** If the Campus or any material component of the Campus is closed for more than thirty (30) consecutive calendar days, but less than ninety (90) consecutive calendar days, and such closure results

in a material loss to Sponsor of Beverage sales or marketing opportunities under this Agreement, Sponsor will have the right, at its sole option, to extend the Term of this Agreement for a corresponding period for no additional fees, whether or not such closure is due to a cause beyond the reasonable control of the GSU System.

(C) Other Adjustments. If:

- (1) any of the rights or benefits granted to Sponsor are materially restricted or limited (such as by, but not limited to, breach of exclusivity or ambush marketing) during the Term;
- (2) the volume of Company Beverages sold to GSU System decreases for any reason in any twelve month period by fifteen percent (15%) or more over the prior twelve month period;
- (3) a University Team fails to play all of its scheduled home games on the Campus for a period of more than thirty (30) consecutive days during its scheduled season; provided, however, such adjustment shall not be applicable to the University's football team if necessary to transition between its current home field commonly referred to as the Georgia Dome and the location currently referred to as Turner Field; provided, such transition shall not exceed one (1) Football season;
- (4) any material component of the Campus is closed for a period of more than ninety (90) consecutive calendar days; or
- (5) the percentage of University's Beverage Tenants serving Competitive Products pursuant to Section 6(B)(v), above, excluding any convenience, drug, or grocery stores on Campus, meets or exceeds ten percent (10%) of the total amount of Beverage Tenants on Campus at any time during the Term.

then in addition to any other remedies available to Sponsor, Sponsor may elect to adjust the Sponsorship Fees and other consideration to be paid to the GSU System to fairly reflect the diminution of the value of rights granted to Sponsor (and the GSU System will pay Sponsor a refund of any prepaid amounts in excess of the reduced Sponsorship Fees). If the GSU System disagrees with the amount of the adjustment proposed by Sponsor, then the GSU System shall inform Sponsor in writing of such disagreement and the parties will commence good faith negotiations to reach agreement on an adjustment. If the GSU System and Sponsor have not agreed on an adjustment within thirty (30) days of such notice by the GSU System, then Sponsor may immediately terminate this Agreement upon written notice to the GSU System.

17. INDEMNIFICATION

17.1 Company Obligations. Except as otherwise provided by Section 17.4 below, Company agrees to defend, indemnify, and hold harmless each of University, GSUAA and Bottler, and each of their respective officers, directors, employees, and agents, from and against all claims, suits, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses) related to (i) Company's material breach of this Agreement, (ii) the injury or death of any person, or the loss of or damage to any property, arising from the negligence of Company, or its employees or agents in the course of their duties to Company, or (iii) allegations that any of the Company Marks violates or infringes any rights of third parties, provided that the indemnified party has used the Company Marks in the exact manner provided or approved by Company.

17.2 Bottler Obligations. Except as otherwise provided by Section 17.4 below, Bottler agrees to defend, indemnify, and hold harmless each of University, GSUAA and Company, and each of their respective officers, directors, employees, and agents, from and against all claims, suits, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses) related to (i) Bottler's material breach of this Agreement, or (ii) the injury or death of any person, or the loss of or damage to any property, arising from the negligence of Bottler, or its employees or agents in the course of their duties to Bottler.

17.3 University and GSUAA Obligations. [Intentionally Deleted].

17.4 Limitation on Obligations. No party has any obligation to indemnify, defend, or hold harmless another party for any claims, suits, liabilities, costs, or expenses to the extent caused by the acts, omissions, or negligence of the party seeking indemnification.

17.5 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 indemnification, 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. Except as provided below, the Indemnified Party will not settle or compromise any claim, or consent to the entry of any judgment, without the written consent of the Indemnifying Party, which 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.

18. MISCELLANEOUS PROVISIONS

18.1 Entire Agreement. This Agreement, together with any other exhibits referenced therein, (i) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous or contemporaneous oral or written agreement between the parties regarding such subject matter, and (ii) may be amended or modified only by a written instrument signed by a duly authorized agent of each party. This Agreement does not invalidate or amend any other agreement between University, GSUAA and Sponsor (or between affiliates of University and Sponsor) with respect to other subject matter.

18.2 Modification. This Agreement can be modified or changed only by a written instrument signed by all parties.

18.3 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 or GSUAA and Sponsor.

18.4 Insurance. Each party will maintain sufficient insurance to adequately protect the other parties' respective interests and in accordance with good business practices customary in its business. Upon request, each party will provide proof of the required insurance.

18.5 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 a party either fails to insist on strict performance of this Agreement's terms or pays or accepts money under this Agreement with knowledge of a breach.

18.6 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.

18.7 Assignment.

- (A) **By GSU System.** Because this Agreement is for rights unique to the GSU System, none of the GSU System's rights or obligations may be assigned, by operation of law or otherwise, without Sponsor's prior written consent. Any assignment that violates the terms of this provision is void.
- (B) **By Sponsor.** Company and/or Bottler may assign all or part of its rights and obligations under this Agreement to any licensed Company bottler, Company or any of Company's subsidiaries.

18.8 Survival. A party's obligations (if any) to observe confidentiality and to provide refunds, indemnification and rights of first refusal survive the expiration or termination of this Agreement.

18.9 Notices. 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 when 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 Group
One Coca-Cola Plaza
Atlanta, Georgia 30313
Attention: Vice President, Strategic Marketing Finance and
Business Affairs
Copy to: Chief Legal Officer, Coca-Cola North America

(B) Notice to Bottler.

Coca-Cola Refreshments USA, Inc.
One Coca-Cola Plaza
Atlanta, Georgia 30313
Attention: SVP US Region Sales
Ticket Addressee: Tommy Brown
Copy to: Chief Legal Officer

(C) Notice to University.

Georgia State University
P.O. Box 3999
Atlanta, GA 30302-3999
Attention: Jerry Rackliffe, Sr. VP – Finance & Administration

Copies to: Georgia State University
P.O. Box 3987
Atlanta, GA 30302-3987
Attention: University Attorney

(D) Notice to GSUAA.

Georgia State University Athletic Association, Inc.
P.O. Box 3975
Atlanta, GA 30302-3975
Attention: Chair

Copies to: Georgia State University
P.O. Box 3987
Atlanta, GA 30302-3987
Attention: University Attorney

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

18.11 Successors. The terms of this Agreement shall bind and inure to the benefit of the respective parties hereto, and their respective legal representatives, successors, and assigns.

18.12 Audit. GSU System reserves the right to review and audit Sponsor's financial records related to the payment of rebates or other monies hereunder as follows: Sponsor shall make its records available for inspection by GSU System during regular business hours at such place or places where such records are customarily kept, upon reasonable notice from University, to the extent necessary to verify the accuracy of payments. GSU System agrees to hold in strict confidence all information concerning payments, and all information learned in the course of any audit or inspection, except to the extent necessary for GSU System to reveal such information in order to enforce its rights under the Agreement or as may be required by law.

18.13 Counterparts. The parties agree that this Agreement has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

18.14 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 calendar days, unless business days are expressly stated. All references to "including" mean "including without limitation".

19. GOVERNING LAW

This Agreement is governed by and must be interpreted under Georgia law, without giving effect to any applicable conflict or choice-of-law provisions.

[Signatures on Following Page]

[Rest of Page Left Intentionally Blank]

The Coca-Cola Company, acting by and through Coca-Cola North America

By: _____

Print Name: _____

Title: _____

Coca-Cola Refreshments USA, Inc.

By: _____

Print Name: _____

Title: _____

Board of Regents of the University System of Georgia by and on behalf of Georgia State University

By:  _____

Print Name: Jerry Rackliffe

Title: SVP – Finance & Administration

Georgia State University Athletic Association, Inc.

By:  _____

Print Name: Dr. Mark P. Becker

Title: Chair & President, Georgia State University

EXHIBIT A DEFINITIONS

Certain capitalized words or phrases are used throughout this document. Such words or phrases have the following meanings:

1. "Agreement Year" means each twelve-month period during the Term commencing on July 1 and ending on June 30.
2. "Approved Cups" means those certain cups designated or approved by Company bearing Company trademarks or Company and University trademarks on 100% of the exterior cup surface.
3. "Athletic Facilities" means all of University's athletic facilities and surrounding grounds, including without limitation the GSU Sports Arena, the GSU Baseball Complex, the Robert E. Heck Softball Complex, the Sand Volleyball Complex, the GSU Soccer Field and the facilities to be located at and around the site of Turner Field including the new baseball facility being constructed, and all associated press boxes, players' benches and locker rooms but does not include areas and facilities where only intramural sports are conducted.
4. "Athletic Marks" means the Marks of University Athletics and the Athletic Facilities. Examples of Athletic Marks includes team names, uniforms, logos and emblems.
5. "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, marketing or packaging. Powders, syrups, grounds (such as for coffee), herbs (such as for tea), concentrates, K-Cups® pods and all other beverage bases from which Beverages can be made and brands and products of water purification and beverage making systems (e.g. Brita®, Soda Stream®, Keurig®), are deemed to be included in this definition. For the avoidance of doubt "flavor enhancers", "liquid water enhancers", drinking water dispensing systems and non-alcoholic beverages sold as "shots" or "supplements" are considered Beverages.
6. "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.
7. "Broadcaster" means any person or entity that for any business purpose broadcasts, distributes, prints, syndicates, televises, or publishes by any means (including electronically via the internet or wireless devices) any photograph, film, videotape, or other recording or rendering of all or part of the Campus, any University Team game, or any other Campus event. "Broadcast" has a corresponding meaning.

8. "Campus" means all buildings and grounds owned, leased, controlled by or operated by the University during the Term, whether currently existing or built or acquired during the Term, including without limitation all academic buildings, branded or unbranded food service outlets, vending locations, Athletic Facilities, auditoriums, theatres, housing and medical facilities, convenience stores, retail outlets, and areas and facilities where intramural sports are conducted. For purposes of clarity, Perimeter College will be included within the definition of Campus. The term "Campus" shall not include the following locations: Hard Labor Creek Observatory in Rutledge, Georgia; CHARA facility in Mt. Wilson, California; locations in the proposed mixed use development associated with the current stadium known as Turner Field until such time as the University utilizes such facilities; leased warehouse locations; any any space leased by the University from a third party that reserves the authority to determine Beverage selection therein, including, but not limited to the Georgia Dome.
9. "Company Beverages" means Beverages (i) manufactured, distributed, or marketed by Company; or (ii) sold under trademarks or brand names owned or controlled by or licensed for use by Company.
10. "Competitive Products" means all Beverages that are not Company Beverages, and any products or entities, whether or not Beverages, marketed under Beverage trademarks that are not Company Marks (e.g., "Gatorade Energy Bars," "PepsiCo").
11. "Concessionaire(s)" means University's third party food and beverage concessionaires.
12. "Designations" means (1) "Official Soft Drink [or Juice, Tea, Sports Drink, etc.] of Georgia State University" or "Official Soft Drink [or Juice, Tea, Sports Drink, etc.] of Georgia State Athletics"; (2) "Official Soft Drink [or Juice, Tea, Sports Drink, etc.] of the Panthers;" and (3) "Official Sponsor of Georgia State University/the Panthers."
13. "Fresh Brewed Coffee" means ground or unground roasted coffee beans or a beverage brewed in multi-cup coffee makers from the ground or unground roasted coffee beans prepared on-premise and served hot or cold for immediate consumption.
14. "Fresh Milk" means that liquid taken from female mammals for human consumption, and which may be pasteurized, homogenized, and/or have calcium and/or vitamins A and D added. Fresh Milk shall not include milk to which sweeteners, flavorings, fruit juice, carbonation, protein, minerals, vitamins (other than vitamins A and D), whey, caseins, cultures, tea, coffee or other ingredients have been added. Fresh Milk does not include liquids that may be commonly described as "milk" but which do not meet the preceding definition of "Fresh Milk," such as coconut milk/water or "Muscle Milk."

15. "Mark" means, with respect to any party, 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 that party.
16. "NCAA" means the National Collegiate Athletic Association.
17. "Special Promotional Events" means and is limited to sporting events, concerts, theatrical or comedic performances, conventions, trade shows, and/or other events occurring on the Campus and having a duration of three (3) or less days. Each of the above also must meet the following additional requirements: (a) the event must be sponsored by a manufacturer, distributor, or marketer of Competitive Products under a sponsorship agreement with the owner or operator of the subject event (e.g., the NCAA or University's intercollegiate athletics conference, a concert or theatrical production company, or a trade show or convention production company), but not with University or its agents; (b) it must be conducted on a statewide, regional or national basis; and (c) the sponsorship agreement referred to above must require on-site advertising for such Competitive Products. University will provide Sponsor with prior written notice of each event which University intends to designate as a Special Promotional Event; and also will use its best efforts to provide such written notice to Sponsor at least thirty (30) calendar days prior to the subject event.
18. "University Marks" means any and all Marks owned or controlled by University, including all marks of the University and the Campus. University Marks shall include all Athletic Marks. Examples of University Marks include the University's name, logo and emblems.
19. "University Athletics" means the University Athletic department, all University intercollegiate athletic teams and events, University varsity athletic coaches, and the University Athletic Director.

EXHIBIT B
Product Pricing*

Prices to University for Self-Operated Concessions:

Fountain Products:

University will have the right during the Term to purchase Company fountain syrups from Company at Company's then-current published chain account prices, which prices are subject to change from time to time.

Bottle/Can Products:

University shall be entitled to purchase bottle/can Beverages from Bottler in accordance with the price schedule set forth below. Such prices shall remain in effect until June 30, 2017. Thereafter, prices are subject to change on an annual basis. Annual price increases shall occur automatically on or about the anniversary date of each Agreement Year in the Term.

Package	Units/Case	Brand Category	Invoice Price	Per Unit
7.5oz Cans	24	Sparkling	\$ 9.36	\$ 0.39
8.5oz Aluminum Bottles	24	Sparkling	\$ 19.92	\$ 0.83
12oz Cans	24	Sparkling / Minute Maid Refreshment / Fuze Tea	\$ 10.32	\$ 0.43
16oz Cans	12	Sparkling	\$ 9.24	\$ 0.77
16oz cans	24	Sparkling	\$ 18.48	\$ 0.77
8oz Glass Bottles	24	Sparkling	\$ 18.00	\$ 0.75
12oz PET Bottles	24	Sparkling	\$ 11.28	\$ 0.47
20oz PET Bottles	24	Sparkling / Minute Maid Refreshment / Fuze Tea	\$ 22.08	\$ 0.92
1-Liter PET Bottles	12	Sparkling	\$ 18.00	\$ 1.50
12oz Cans	24	DASANI Sparkling Water	\$ 10.32	\$ 0.43
10oz/300ml PET Bottles	24	DASANI Water	\$ 8.88	\$ 0.37
12oz PET Bottles	24	DASANI Water	\$ 9.60	\$ 0.40
16.9oz/500ml PET Bottles	24	DASANI Water	\$ 11.52	\$ 0.48
20oz PET Bottles	24	DASANI Water	\$ 14.16	\$ 0.59
1-Liter PET Bottles	12	DASANI Water	\$ 14.16	\$ 1.18
16oz Cans - Energy	24	Full Throttle and NOS	\$ 35.28	\$ 1.47
16oz Cans - Energy	24	Monster	\$ 37.68	\$ 1.57
15oz Cans - Energy	12	Monster JAVA	\$ 20.64	\$ 1.72
20oz Bottles	24	smartwater Sparkling	\$ 23.04	\$ 0.96
20oz Bottles	24	smartwater	\$ 23.04	\$ 0.96
700ml Bottles	24	smartwater (sports cap)	\$ 26.40	\$ 1.10

1-Liter PET Bottles	12	smartwater	\$ 16.56	\$ 1.38
1-Liter PET Bottles	12	smartwater Sparkling	\$ 16.56	\$ 1.38
12oz PET Bottles	24	Glaceau Vitamin Water	\$ 19.68	\$ 0.82
20oz PET Bottles	24	Glaceau Vitamin Water and VW Zero	\$ 28.08	\$ 1.17
10oz PET Bottles	24	Minute Maid Juices to Go	\$ 17.52	\$ 0.73
15.2oz PET Bottles	24	Minute Maid Juices to Go	\$ 24.96	\$ 1.04
11.5oz PET Bottles	12	Core Power (26gram and 20gram)	\$ 27.84	\$ 2.32
11.5oz PET Bottles	12	Core Power (26gram and 20gram) - Athletic Dept only	\$ 18.50	\$ 1.54
14oz PET Bottles	12	Core Power (42gram)	\$ 30.96	\$ 2.58
14oz PET Bottles	12	Core Power (42gram) - Athletic Department only	\$ 25.00	\$ 2.08
11.5oz PET Bottles	12	Illy Coffee	\$ 19.68	\$ 1.64
14oz PET Bottles	12	YUP Milk	\$ 15.36	\$ 1.28
12oz PET Bottles	24	PowerAde and PowerAde Zero	\$ 15.36	\$ 0.64
20oz PET Bottles	24	PowerAde and PowerAde Zero	\$ 21.60	\$ 0.90
32oz PET Bottles	15	PowerAde and PowerAde Zero	\$ 19.44	\$ 1.30
2.5 Gallon Powder	8	PowerAde	\$ 27.12	\$ 3.39
5 Gallon Powder	12	PowerAde	\$ 78.24	\$ 6.52
34oz PET Bottles	12	Arizona Tea	\$ 14.88	\$ 1.24
18.5oz Bottles	12	Gold Peak Tea	\$ 13.44	\$ 1.12
16.9oz PET Bottles	12	Honest Tea	\$ 14.64	\$ 1.22
23oz Cans	12	Peace Tea	\$ 11.04	\$ 0.92

*All prices are per standard physical case and exclusive of taxes, deposits, handling fees, and recycling fees.

EXHIBIT C

Signage and Other Advertising

Product Placement

- POWERADE® will have Exclusive Sideline Rights to University Football and Men's and Women's Basketball Home Games.
- Coca-Cola Products will be placed at all University Department of Athletics Post-game Press Conferences.
- Coca-Cola Products will be placed at select speaking engagements (in University's reasonable discretion).
- Coca-Cola Products will be strategically placed on the University's Department of Athletics' "Georgia State Sports Update" Weekly Video Series shown on PantherVision.
- Coca-Cola Products will have Exclusive Product Placement on Future University Department of Athletics' TV Programming.

Radio

- Three (3) :30 second radio spots during all University football game broadcasts in which GSUAA controls majority of the commercial inventory during the Term.

Football

Game Day

- Title Sponsorship of one (1) University Regular Season Home Football Game. Benefits include:
 - Logo recognition on cover of game program
 - Logo recognition on all game marketing materials including social media posts and 'Game Day Central' website
 - Game ball presentation with representative from Coca-Cola and University
 - Right to distribute co-branded giveaway item
 - Opportunity to activate marketing booth onsite
 - Additional PA announcements during the game with logo recognition on video boards
 - Four (4) seats in the President's Suite, Athletic Director's Suite, or Department of Athletics' Suite for Coca-Cola Game Day presenters
 - Two hundred (200) individual game tickets (location to be determined in the sole and absolute discretion of University).
 - Right to purchase additional game tickets at discounted price
- One (1) crowd prompt – *Make Some Noise* – displayed at all home regular season football games
- Logo recognition on instant replays shown on video boards at all home regular season football games
- PA announcements at all home regular season football games
- Date and time of sponsored game to be decided once final schedules are released to the public. GSU System will present Sponsor with three (3) regular season dates and allow Sponsor to rank the three (3) dates in order of preference. GSU System will make the best effort to accommodate Sponsor's top requested game date, but final scheduling shall be in the reasonable discretion of the GSU System.

Signage

- Two (2) branded areas on field level signage at all home football games (one per end zone)
- One (1) Rotational LED Ribbon & Message Board graphic displayed in-game during all home football games
- Final placement of signage will be mutually agreed upon, and shall be subject to the policies and procedures of University's home football stadium.

Other

- Logo placement on University Football Regular Season Ticket backs

Basketball

Game Day

- Title Sponsorship of one (1) men's and one (1) women's basketball doubleheader. Benefits include:
 - Logo recognition on all game marketing materials
 - Game Ball presentation with representative from Coca-Cola and University
 - Right to distribute co-branded giveaway item
 - Opportunity to activate marketing booth onsite
 - Additional PA announcements during the game with logo recognition on the video boards
 - Two hundred (200) individual game tickets (location to be determined in the reasonable discretion of University).
 - Right to purchase additional game tickets at discounted price
 - Date and time of sponsored game to be decided once final schedules are released to the public. GSU System will present Sponsor with three (3) regular season dates and allow Sponsor to rank the three (3) dates in order of preference. GSU System will make the best effort to accommodate Sponsor's top requested game date, but final scheduling shall be in the reasonable discretion of the GSU System.
- One (1) in-game feature – *Coca-Cola Seat Upgrade* – during all home men's basketball games in the GSU Sports Arena
 - *Coca-Cola Seat Upgrade* Winners to be chosen through Twitter photo contest or other mutually agreed upon promotion
 - For Twitter photo contest, each participant will be asked to share an image of themselves on Campus with a Coca-Cola product, using the hashtag '#GSUSeatUpgrade'
 - GSU Athletics will select the best image, retweet and the winner will be awarded court side seats at the next University home regular season men's basketball game
 - The winning participant will be featured in a live shot on the video board with accompanying Coca-Cola logos on the main video board sidebars, wall-mounted score board and digital scorer's table, as well as additional brand recognition through multiple PA announcements
- Two (2) thirty (:30) second commercial messages played during pre-game and during time-outs of all home men's and women's basketball games in the GSU Sports Arena

Signage

- One (1) rotational graphic on 40' digital scorer's table in-game during all home men's and women's basketball games in the GSU Sports Arena
- Rotational logo recognition on main videoboard sidebars during all home men's and women's basketball games in the GSU Sports Arena
- Two (2) permanent displays on GSU Sports Arena wall mounted scoreboard
- Two (2) permanent displays on the External Marquee outside of the GSU Sports Arena (one per side)

Olympic Sports

Signage

- One (1) panel on soccer scoreboard
- One (1) panel on softball scoreboard
- One (1) panel on baseball scoreboard

Panther Athletic Club

- Sponsor of the Panther Athletic Club's Spring Coaches Tour. Benefits include:
 - Logo recognition on marketing materials
 - Product placement at each event location

Digital

- Web Banner Ads
 - One (1) 300x250 pixel ad size
 - One (1) 728x90 pixel ad size
 - One (1) 320x50 pixel ad size
 - Minimum 250,000 impressions per year
- Presenting Sponsor of PantherVision. Benefits include:
 - Logo recognition on GeorgiaStateSports.com Homepage (final approval, location, etc. of such logo recognition shall be in GSU System's reasonable discretion).
 - Logo recognition on PantherVision website (final approval, location, etc. of such logo recognition shall be in GSU System's reasonable discretion).
- Social Media
 - Logo recognition on mutually agreed upon Weekly Infographic posted on GSU Athletics social media platforms (final approval, location, etc. of such logo recognition shall be in GSU System's reasonable discretion).
 - Opportunity to promote Coca-Cola's on-campus activations and events through GSU Athletics social media platforms
 - *Promotional language and schedule shall be mutually agreed upon by Coca-Cola and VWSE/GSU*

Print

- One (1) full page advertisement in Football Game Program (final approval, location, etc. of such advertisement shall be in GSU System's reasonable discretion).
- One (1) full page advertisement in Basketball Game Program (final approval, location, etc. of such advertisement shall be in GSU System's reasonable discretion).
- Logo recognition on all schedule posters for all GSU Sports (final approval, location, etc. of such logo recognition shall be in GSU System's reasonable discretion).

EXCEPTIONS

This Agreement does not include any rights, fees, etc. regarding the commonly-referred to "iconic Coke Bottle", which is an electronic, spinning Coke Bottle at the top of the location currently named Turner Field. If the University successfully acquires Turner Field and plays football at the location, then Sponsor and GSU System agree to enter into negotiations concerning the continued use, maintenance, sponsorship, etc. of the Coke Bottle at the Stadium.

EXHIBIT D
Tickets/Hospitality

The GSU System will provide Sponsor with the following tickets and entertainment/hospitality privileges free of charge, during each Agreement Year (in addition to those set forth on Exhibit C):

- Eight (8) football season tickets
- Eight (8) Men's basketball season tickets
- Eight (8) Women's basketball season tickets
- Eight (8) baseball season tickets (if such time GSU System tickets baseball during the Term)
- Eight (8) tickets to any other University Athletics event, upon request.
- One (1) football away game experience for up to four (4) people, a game to be mutually agreed upon by the parties prior to the beginning of the respective season (and subject to any NCAA policies and procedures). Utilization of this opportunity must be utilized within the Agreement Year for which it is schedule, and unused opportunities shall be forfeited.
- Sponsor will have the right to purchase the following tickets and entertainment/hospitality packages at face or rate card value, during each Agreement Year: away games; playoff and/or championship tickets.
- Four (4) tickets, upon request, to any show at the Rialto Theatre that the University controls.

Any tickets shall be provided in "prime locations," which shall be determined in the reasonable discretion of GSU System.

Company and Bottler reserve the right to adjust the allocation of the above ticket and entertainment/hospitality privileges from time to time.

EXHIBIT E

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 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, minus (iii) 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.