

# **EXHIBIT F**

AGREEMENT FOR BASKETBALL TELECAST AND CONFERENCE MARKETING  
RIGHTS BETWEEN RAYCOM SPORTS-JEFFERSON-PILOT SPORTS NETWORK  
AND THE ATLANTIC COAST CONFERENCE  
2001-02 THROUGH 2010-11 SEASONS

This Agreement is entered into as of June 23, 2000, between the Atlantic Coast Conference, whose office is located at 4512 Weybridge Lane, Greensboro, North Carolina 27407, and a joint venture consisting of Raycom Sports, Inc and Jefferson-Pilot Sports, Inc., trading and doing business as Raycom Sports/Jefferson-Pilot Sports Network, whose principal office is at 2815 Coliseum Centre Drive, Suite 200, Charlotte, North Carolina 28217 and they agree as follows:

ARTICLE I

Legal Status of Raycom Sports/Jefferson-Pilot Sports Network

REDACTED

ARTICLE II

Legal Status of the Atlantic Coast Conference

REDACTED

ARTICLE III

Term

- 3.01 This Agreement shall be effective solely for a term commencing May 1, 2001, and ending April 30, 2011, and pertains to all ACC basketball seasons from the 2001-02 season through the 2010-11 season.

ARTICLE IV

Grant of Rights; Scheduling of Games

4.01 The ACC hereby grants to Raycom/Jefferson, with respect to basketball games played during the term of this Agreement (which covers the 2001-02 through the 2010-11 seasons):

- The exclusive world-wide "Telecast Rights" (defined below) for all those men's and women's basketball games (including all ACC Tournament games) in which an ACC Member Institution is one of the participating teams and for which games the ACC or its Member Institution has the power to grant the Telecast Rights; and
  
- The exclusive right to negotiate all matters concerning men's and women's basketball game Telecast Rights on behalf of the ACC and its Member Institutions, including (without limitation) the right and power to give or withhold consent to a proposed Telecast and to determine the rights fee and the terms for any such consent.

For the purposes of this Agreement, the word "Telecast" shall include any and all forms of distribution to the public of a video image including, without limitation, distribution by standard or digital television, cable television, closed circuit television, multi-point distribution service, satellite transmission, the internet, or any other means whether now known or not, regardless of whether distribution is free or for a charge, or is by a commercial or a noncommercial entity, or is live or prerecorded; and the phrase "Telecast Rights" shall include, without limitation, the right to Telecast an event live or on a delayed basis, to repeat any Telecast an unlimited number of times,

to advertise and promote such Telecasts, and to authorize others to Telecast all or any portion of the games for which such rights are granted herein.

REDACTED

REDACTED

REDACTED

REDACTED



REDACTED

REDACTED

REDACTED

- (b) Raycom/Jefferson will select and Telecast (or cause the Telecast of) no less than the following numbers of men's and women's basketball games during each season. Regionally syndicated games will be Telecast to every major market in the ACC Area (District of Columbia, Maryland, Virginia [including Richmond-Charlottesville], North Carolina, South Carolina, Georgia and Florida) (see Exhibit E), except that the ACC Television Committee may approve split Telecasts (i.e., simultaneous Telecasts of different games to different areas within the ACC Area). National network games will be televised by ABC, CBS, NBC or Fox (or any other comparable national network) throughout all or any portion of the country. National cable games will be distributed live by a national cable programmer (e.g., ESPN/ESPN2 or Fox) in at least 85 percent of the cable universe in the country. Regional cable games will be distributed by one or more cable regional sports networks in the ACC Area:

<u>Men's Basketball</u>	Regular Season Games	Tournament Games
Syndication:		
Prime time	7	6 (prime plus afternoon)
Afternoon	20	
National Network: (# <i>Appearances</i> )	20*	2 (outside ACC Area)**
National Cable:		
Conference	30-35	7 (5 outside ACC Area)**
Non-Conference	10	n/a
Regional Cable:		
Conference	6	n/a
Non-Conference	14	n/a

Women's Basketball

National Cable:		
2001-02 Season		
Conference	4	3
Non-Conference	2	n/a
Remaining Seasons:		
Conference	5	3
Non-Conference	2	n/a
Regional Cable:		
2001-02 Season	22	2
Remaining Seasons	26	2

REDACTED

REDACTED

REDACTED

REDACTED

ARTICLE V

Payment Terms

REDACTED

REDACTED

5.03 Raycom/Jefferson shall not be obligated to bear or pay (i) any rights fee to athletes, coaches, officials or others participating in any game or event Telecast pursuant to this Agreement,

REDACTED  
REDACTED



REDACTED

ARTICLE VI

Terms of Production and Promotion

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

ARTICLE VII

Cable Protection

REDACTED

ARTICLE VIII

Marketing Rights

REDACTED

REDACTED

REDACTED



ARTICLE IX

Advisory Committee

REDACTED

ARTICLE X

Copyright

10.01 Raycom/Jefferson agrees that the copyright in each of the games Telecast hereunder is assigned to the ACC and that notice of the ACC's copyright will be included as a part of every ACC game Telecast hereunder.

REDACTED  
REDACTED

REDACTED

ARTICLE XI

Additional Warranty

REDACTED

ARTICLE XII

Indemnity

REDACTED

REDACTED

ARTICLE XIII

First Negotiation Right

REDACTED

ARTICLE XIV

ACC "Shop" Right

**REDACTED**

REDACTED

REDACTED

REDACTED

ARTICLE XV

Nonassignability

REDACTED

ARTICLE XVI

Entire Agreement

REDACTED

ARTICLE XVII

Controlling Law

REDACTED

ARTICLE XVIII

Failure to Object Not a Waiver

REDACTED



ARTICLE XIX

Subject to Laws, By-Laws, Etc.

**REDACTED**

REDACTED

ARTICLE XX

Opportunity to Cure

REDACTED

ARTICLE XXI

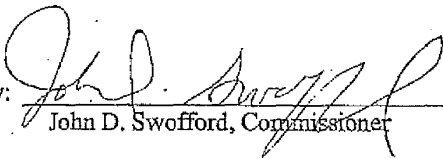
Notices

REDACTED

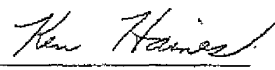
REDACTED

IN WITNESS WHEREOF, the Atlantic Coast Conference, Raycom Sports/Jefferson-Pilot Sports Network, Raycom Sports, Inc. and Jefferson-Pilot Sports, Inc., have caused this Agreement to be executed by their duly authorized representatives as the date first above written.

ATLANTIC COAST CONFERENCE (ACC)


By:   
John D. Swofford, Commissioner

RAYCOM SPORTS, INC.

By: 

RAYCOM SPORTS/JEFFERSON-PILOT  
SPORTS NETWORK

By:   
For Raycom Sports, Inc.

By:   
For Jefferson-Pilot Sports, Inc.

JEFFERSON-PILOT SPORTS, INC.

By: Edward M. Hull

EXHIBIT A

REDACTED

EXHIBIT B

REDACTED

REDACTED

REDACTED

EXHIBIT C



REDACTED

EXHIBIT D

REDACTED

EXHIBIT E

REDACTED

EXHIBIT F

REDACTED