

EXHIBIT G

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CABLE DISTRIBUTION AND REBROADCAST LICENSING AGREEMENT

THIS CABLE DISTRIBUTION AND REBROADCAST LICENSING AGREEMENT, made this 5th day of May, 2004 by and between **CABLE SPORTS SOUTHEAST SOUTHEAST, LLC**, a Delaware limited liability company ("CSS"), and **THE UNIVERSITY OF GEORGIA ATHLETIC ASSOCIATION, INC.**, ("UGAA").

WITNESSETH:

WHEREAS, CSS operates a cable television network providing programming within the states of Alabama, Arkansas, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee, Virginia, West Virginia (the "Network") and distributes a designated channel which is currently known as "CSS"; and

WHEREAS, UGAA supports and sponsors the University of Georgia Men's and Women's Varsity sports teams which all participate in intercollegiate athletic games sanctioned by the NCAA and the SEC who gave agreements for broadcast of the games; and UGAA has the right to license, distribute and rebroadcast by cable television transmission athletic games which it sponsors and related programming subject to the existing agreements of the NCAA and the SEC (the "EVENTS"); and

WHEREAS, UGAA desires to grant rights to CSS so that the Events can be transmitted by CSS on the Network and CSS desires to distribute by cable television transmission such athletic events and related programming; and

WHEREAS, CSS is willing to purchase rights for distribution and rebroadcast of the events on the Network, upon the terms and conditions hereafter set forth.

NOW, THEREFORE, for and in consideration of the promises, the mutual covenants and agreements set forth herein and the other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

ARTICLE 1

CABLE TELEVISION DISTRIBUTION AND REBROADCAST OF GAMES

1.1 Grant of Cable Television Distribution and Rebroadcast Rights.

Subject to the previous agreements outlined above, and the terms, conditions and provisions set forth herein, UGAA hereby grants to CSS the exclusive right to distribute the rebroadcast by cable transmission of the Events identified below. CSS shall have the sole and

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exclusive right to carry the events on any cable system facility or method used by CSS to deliver programming by cable transmission for viewing and video receivers. CSS shall have the right and obligation to distribute each of the following games during each collegiate season played by the University of Georgia teams during the Term on a tape-delayed basis or with permission from UGAA broadcast by cable transmission on a live basis:

1. A minimum of twelve (12) football games;
2. Three (3) non-conference men's basketball games;
3. Four (4) women's basketball games;
4. Football Coach's Shows;
5. Men's basketball Coach's Show;
6. Two (2) baseball games;
7. Eight (8) other games involving University of Georgia Varsity sports teams, including those sports listed above, shall be carried on the Network during the athletic season for the sport of the team participating in the games during the term of this Agreement.

1.2 Selection of Games.

The individual games to be included in the Events broadcast shall be mutually determined by CSS and UGAA subject to the existing agreements to which UGAA is bound granting television right to games. CSS may air the Events on any channel designated by CSS for the carriage of CSS or local programming channel on any affiliates cable system. CSS shall have the right to approve any cable distribution of the Events outside of the CSS Network.

ARTICLE 2 INTELLECTUAL PROPERTY

2.1 Ownership of Copyright. CSS and the UGAA hereby agree that the UGAA shall be the sole owner of the worldwide copyright and other property right interests in the broadcasts of the Events and the related programming and shall possess all rights afforded to a copyright owner under the Copyright Act of 1976, as amended (the "Act") with respect thereto, including, without limitation, the right to receive royalties and the right to sue for past, present, and future infringement. CSS shall not be required to file any applications or other documents in connection with such copyright interest on behalf of UGAA; however, CSS agrees to provide adequate notice of copyright under the Act to protect such copyright interests on behalf of UGAA; and further, however, at the request of UGAA, CSS agrees to assign, transfer and convey any and all interest that CSS has or may have in and to such copyright interest, including the execution of documents reasonably required by UGAA to effectuate any such

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transfer of such interests to UGAA. In addition, CSS and UGAA agree that the following announcement shall be made a part of each of the rebroadcasts or live broadcasts of the Games:

A This broadcast is presented by the authority of the University of Georgia Athletic Association, Inc. and may not be rebroadcast in any form without the express written consent of the University of Georgia Athletic Association, Inc.®

2.2 **Grant of Rights.** CSS shall have the right to exhibit and distribute, and to authorize third party distributors of the CSS programming service to exhibit and distribute, via VOD (as defined below) each Game (as defined below) through to subscribers of the distributors of the CSS programming service. To the extent that CSS is required, in order to distribute a Game via VOD, to obtain any additional copyrights, performance rights, synchronization rights, mechanical rights, or other applicable rights, authorizations, and licenses (e.g., covering all transmissions of musical compositions or other copyrighted material in each Game) (the "Additional Rights"), UGAA grants such Additional Rights to CSS to the extent that UGAA controls any such Additional Rights. For purposes hereof, (a) "VOD" shall mean video-on-demand, *i.e.*, the exhibition of video programming chosen by a subscriber for display on that subscriber's television set or video monitor on an on-demand basis, such that a subscriber can start such programming upon the subscriber's selection and thereafter control the playback of such programming in a manner similar to that of a VCR; and (b) "Game" shall mean a sporting event, or any portion thereof, featuring one or more of the UGAA's teams and which is televised and exhibited as part of the CSS programming service, including any highlights or edits thereof, pre-game and post-game shows, and/or coverage related to such sporting event. UGAA hereby grants to CSS the right to package any and all programming to air in VOD format. **If at any time during the Agreement CSS desires to charge subscribers a fee for any or all UGAA Games as part of VOD service, CSS and UGAA will negotiate a mutually agreeable revenue share between the two entities.**

2.3 **Provisions.** CSS shall provide a UGAA with a video tape of each televised Event for archival purposes.

ARTICLE 3 ADVERTISING

3.1 **Advertising Sales.** Subject to the terms, conditions and provisions and this Agreement, CSS shall have the right to insert advertising, promotional spots or other announcements during the carriage of such Events, and CSS shall retain all revenues derived from any such advertising, promotional spots or other announcements. UGAA, however, shall have the right to reasonably approve all categories of advertising in accordance with the categories of advertising generally used in association with other SEC school sports programs. Notwithstanding the foregoing, CSS shall not sell advertising to an advertiser of beverages (except an advertiser of beer and wine products or the Coca-Cola Company), including but not limited to, soft drinks, isotonic and sports drinks and bottled water without the prior written approval of UGAA. No advertising shall imply recommendation or endorsement of the

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advertised products or services by UGAA, the University of Georgia, University of Georgia teams or any of its employees, officers or directors.

3.2 **UGAA Advertising.** UGAA shall have the right to insert 30-second advertising and/or promotional messages ("Insertions") about the University of Georgia or UGAA during the carriage of the Events. UGAA Insertions must meet CSS' advertising and quality standards and must be timely delivered (as mutually agreed upon by CSS and UGAA) and in a suitable broadcast format. UGAA shall retain all revenues derived from sale of its Insertions.

3.3 **Replay and Interruption.** CSS may replay or re-carry the events (in whole or in part) at such times and in such manner as CSS alone shall determine during the term of this Agreement. CSS reserves the right to interrupt and/or edit the carriage of any event.

ARTICLE 4 PRODUCTION

4.1 **Production Costs.** CSS agrees to pay all production costs related to the distribution or rebroadcast of the football games played in Sanford Stadium. CSS shall be responsible for the expenses for the distribution and/or rebroadcast (whether live or recorded) of all other events.

4.2 **Production Standards.** CSS and UGAA shall mutually agree to the production standards including the on-air look of any and all elements of such production, including, without limitation, the style, design, quality and content thereof (as opposed to the Event itself, presentation of which shall be the responsibility of UGAA).

4.3 **Production Personnel.** UGAA shall provide a television time-out coordinator to be used by CSS for all games played in Sanford Stadium. Except as set forth in the immediately preceding sentence, CSS shall provide all other personnel for non-football Event productions.

4.4 **Promotion of the Production.** CSS shall have the right to display at the University of Georgia venue where any Event is taking place, signage and banners promoting CSS, the system, CSS and/or CSS' carriage of the event. CSS shall also receive written and audio promotional announcements in UGAA programs, press guides, press releases, scoreboard announcements (to include pre-produced and logo placement), radio broadcasts and public address announcements. UGAA will make available to CSS twelve (12) tickets for each of the Events for CSS employees, sponsors and clients.

ARTICLE 5 REPRESENTATION AND WARRANTIES

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5.1 **Representations and Warranties of CSS.** CSS hereby represents and warrants to UGAA that:

1. It is free to enter into, and capable of fully performing under, this Agreement;
2. It has not made, nor will it make, any contractual or other commitments which will prevent or hinder its full performance hereunder; and
3. The advertisements furnished by it or on behalf of other sponsors or advertisers and all other materials inserted by it (and not supplied to it by UGAA) in the rebroadcasts or broadcasts of the Games or the related programming will comply with NCAA Rules and Regulations, be in good taste and not violate the right of privacy or constitute libel or slander against or violate or infringe upon any trademark, service mark, trade name, copyright or other proprietary rights of any kind of any person, firm or corporation.

5.2 **Representations and Warranties of UGAA.** UGAA hereby warrants to CSS that:

1. It is free to enter into, and capable of fully performing under, this Agreement and it is free to grant the rights, licenses and privileges granted hereunder subject to the rights already granted through the NCAA, and SEC which this Agreement is not intended to conflict with and in addition UGAA's agreement with Cox Radio, Inc. for radio broadcast rights and related television programming.
2. It has not made, nor will it make, any contractual or other commitments which will prevent or hinder its full performance hereunder; and
3. The broadcast materials, data and other information furnished by it, any promotional spots related thereto and any other material provided by it (and not supplied to it by CSS) will comply with the NCAA Rules and Regulations, be in good taste and not violate or infringe upon any trademark, or slander against or violate or infringe upon any trademark, service mark, trade name, copyright or other proprietary rights of any kind of any person, firm or corporation.

5.3 **Access to Property.** UGAA hereby grants to CSS the right to reasonable access to any and all facilities over which UGAA has control and the property on which the games are played in order to produce Events, including, without limitation, the right to bring CSS vehicles, equipment and personnel onto UGAA property for such purpose; provided, however, that CSS shall adhere to any and all policies and regulations of UGAA and the University of Georgia while on UGAA or University of Georgia property.

5.4 **Independent Contractor.** Noting herein contained shall create a relationship between the parties hereto as joint ventures, partners or principal and agent. As to each other,

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each party hereto shall be an independent contractor and neither party hereto shall have the authority to represent or obligate the other in any way, or to any extent whatsoever.

ARTICLE 6 INDEMNIFICATION AND INSURANCE

6.1 **Indemnification.** Each party (the "Indemnifying Party") covenants and agrees to indemnify and hold the other party and its affiliates (which for UGAA includes the University of Georgia), shareholders, directors, officers, employees, agents, successors, and assigns (the "Indemnified Party") harmless from and against all claims, actions, liabilities, losses, judgments, damages or injuries and all reasonable costs and expenses (including reasonable counsel fees and cost of any suit related thereto) suffered or incurred by the Indemnified Party arising from any and all activities of the Indemnifying Party and its directors, officers, employees or other agents related to or arising from this Agreement or any misrepresentation by or breach of any covenant, warranty or other agreement of the Indemnifying Party contained in this Agreement. Neither party, however, shall indemnify the other party for any claim by or injury to an employee of the other from an accident arising out of and in the course of the employment of such injured employee that is covered by the workers' compensation, which shall remain the sole responsibility of such injured employee's employer. In order to seek indemnification pursuant hereto, the Indemnified Party must give prompt, written notice to the Indemnifying Party of any such claims or other matter to which this indemnification applies, must permit the Indemnifying Party to fully control the disposition (whether by compromise, settlement or otherwise) of such claim or other matter, must cooperate with the reasonable requests of the Indemnifying Party in connection with such claim or other matter and must have fully complied with all of its obligations under this Agreement at the time thereof.

6.2 **Insurance.** Each party agrees to maintain insurance to cover the risks involved in performing this Agreement.

1. **CSS Insurance.** CSS shall maintain minimum insurance coverages and shall furnish evidence of such coverages as set forth below during the term of this Agreement. CSS shall also have UGAA and the University of Georgia named as additional named insureds on each policy.

Public Liability Insurance:

| | |
|---|-------------|
| Combined Single Limited Insurance Coverage- | |
| Bodily Injury and Property Damage | \$5,000,000 |

Broadcaster Libel (Errors and Omissions) Insurance

| | |
|--------------------------------------|-------------|
| Limit of Liability – each occurrence | \$5,000,000 |
| - aggregate | \$5,000,000 |

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2. **UGAA Insurance.** UGAA shall maintain minimum insurance coverages and shall furnish evidence of such coverages as set forth below during the term of this Agreement. UGAA shall have CSS named as an additional name insured on the policy.

Public Liability Insurance:

| | |
|--|-------------|
| Combined Single Limited Insurance Coverage – | |
| Bodily Injury & Property Damage | \$5,000,000 |

ARTICLE 7 TERM

7.1 **Term.** The term of this Agreement shall begin on the date hereof and end on the date which is three (3) years from the date hereof, unless extended or terminated in accordance with the provisions hereof.

7.2 **First Refusal.** The parties agree that during the Term CSS shall have the right of first refusal of any games involving University of Georgia sports teams not covered by or broadcast under any existing or future agreement through the NCAA or the SEC & that this sub-paragraph is expressly subject to the existing and future agreements for the broadcast of Events made by the NCAA and the SEC.

ARTICLE 8 TERMINATION

8.1 **Material Default.** Each of the parties shall have the right to terminate this Agreement if the other party materially defaults in the performance of its duties and obligations under this Agreement, if such fault remains unremedied for a period of fifteen (15) days following notice from the non-defaulting party in which such default is described.

8.2 **NCAA and SEC Rules and Regulations.** UGAA may terminate this Agreement without penalty in the event that it is required to do so in order to comply with NCAA or SEC Rules & Regulations or agreements; provided, however, UGAA shall have given CSS the opportunity to negotiate and/or agree to modifications to this Agreement, to the extent reasonably possible, which would make this Agreement comply with NCAA or SEC Rules & Regulations.

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ARTICLE 9 MISCELLANEOUS

9.1 **Assignment.** Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party, provided, however, that either party may, without the consent of the other party, assign its rights under this Agreement to any subsidiary, affiliate or other entity under common control with or acquiring all or substantially all of the stock or assets of such party.

9.2 **Notice.** Whenever notice is provided for herein, such notice shall be given in writing and shall be hand-delivered or sent by certified mail, return receipt requested or by standard overnight delivery service to the following addresses, or such other addresses as may be subsequently in writing be requested.

TO CSS: 2995 Courtyards Drive
Norcross, GA 30071
Attn: Mark Fuhrman

TO UGAA: University of Georgia Athletic Association, Inc.
Butts/Mehre Heritage Hall
1 Selig Circle
Athens, GA 30602
Attn: Athletic Director

9.3 **Severability.** This Agreement supercedes all prior and contemporaneous agreements between the parties, contains the entire agreement of the parties with regard to the subject matter hereof, and shall be amended or modified except by a written instrument executed by both of the parties. In the event that any term or provision of this Agreement is found to be void or unenforceable, all other terms and provisions hereof shall remain in full force and effect as if the void were unenforceable term or provision had been deleted.

9.4 **Construction.** The provisions of this Agreement are the result of negotiations between parties hereto. No provision of this Agreement shall be construed against the party who prepared or caused the preparation of this Agreement, regardless of any rule or law or custom to the contrary.

9.5 **Licenses & Taxes.** CSS shall obtain, at its own expense, all necessary licenses and permits required in connection with the performance of its duties and obligations hereunder and shall pay all applicable state and federal taxes and other fees (excluding income taxes or fees payable by UGAA), incurred in connection with the distribution contemplated herein.

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9.6 **Survival.** The provisions of Articles 2, 5 and 6 shall survive the termination or expiration of this Agreement.

9.7 **Waiver.** Any failure on the part of either party to comply with any of its obligations, agreements or conditions hereunder may be waived by the other party to whom such compliance is owed. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

9.8 **Governing Law.** The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of Georgia, without regard to its conflict of laws provisions.

9.9 **Dispute Resolution.** Any dispute under this Agreement shall be resolved through binding arbitration which shall be conducted in Atlanta, Georgia, under the Rules and Regulations of the American Arbitration Association. Each party to dispute shall submit a list of proposed arbitrators to the other party such that the parties may mutually agree upon a single arbitrator. If the parties cannot agree upon a single arbitrator within reasonable time, then each party shall nominate one arbitrator, and the two nominated arbitrators shall thereafter nominate a third arbitrator. The dispute shall then be arbitrated by the arbitrator (or three arbitrators if applicable) pursuant to Georgia law, the decision of the arbitrator(s) shall be binding upon all parties. Nothing in this Section 9.9 shall prohibit the parties from attempting to resolve any dispute through other alternative dispute resolution methods prior to, or during, the commencement of arbitration.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CABLE SPORTS SOUTHEAST, LLC.

By:



Michael B. Sheehy

Title: Vice President/General Manager
[Corporate Seal]

**THE UNIVERSITY OF GEORGIA
ATHLETIC ASSOCIATION, INC.**

By:



Damon Evans
Athletic Director

Title:

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[Corporate Seal]

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