

SPONSORSHIP AGREEMENT

This Agreement (the "Agreement") is entered into as of this 31st day of May, 2005 (the "Effective Date") by and between MAG Management Company Inc. d.b.a. The Montrose Auto Group / Montrose Wireless, with an address of 3960 Medina Road, Akron OH 44333 ("Sponsor") and The University of Akron, with an address of 373 Carroll Street, Rhodes Arena, Suite 76, Akron, Ohio 44325-5201 ("University").

RECITALS:

WHEREAS the Sponsor desires to grant the University, at no cost to the University, the right to use certain motor vehicles owned by the Sponsor; and

WHEREAS, in exchange for the right to use such motor vehicles, the University desires to provide Sponsor, at no cost to the Sponsor, certain sponsorship rights for certain athletic events, as well as other perquisites related thereto.

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

1. **Term.** This Agreement will be deemed to have commenced on June 1, 2005 and continue until May 31, 2015 (the "Term") unless earlier terminated as provided for herein. The Term may be extended thereafter for an additional mutually agreeable term no later than ninety (90) days prior to the expiration of the Term. In the event the Term is so extended, the terms and conditions of this Agreement, as well as the GMAC Lease Agreements attached hereto, shall govern throughout each and every extension of the Term.
2. **Sponsor to Provide Vehicles.** Upon the Effective Date and throughout the Term, at no cost to the University, the Sponsor agrees to deliver to the University seventeen (17) motor vehicles for the full term of this Agreement as listed on attached Exhibit A (the "Vehicles"). The Sponsor represents and warrants that the vehicles are in good condition and repair as of the date of delivery to the University. The Sponsor shall arrange leasing of the Vehicles to the University as lessor (and/or assigns) and the University shall as lessee comply with all terms of the Lease Agreement as attached hereto as Exhibit C.
 - 2.1 **Use.** The University will have the right to use the Vehicles as it deems necessary in its sole and absolute discretion, subject to the terms and conditions of this Agreement. The University will use the Vehicles in accordance with all applicable laws, rules and regulations, will not use the Vehicles for any illegal purpose, and will reimburse Sponsor for any and all

fines or penalties incurred by or imposed upon the Sponsor for traffic or other violations arising from the use of the Vehicles by the University. The University will not make any additions, attachments or alterations to the Vehicles. The University shall be responsible for all repairs and/or damages that are not covered under the manufacturer's warranty.

2.2 Ownership. The parties hereto agree and understand that the lessor (and/or assigns) shall at all times retain ownership of and title to the Vehicles, and that this Agreement does not create any rights of ownership or title in and to the Vehicles.

2.3 Maintenance. Throughout the Term and for so long as the University shall be using the Vehicles, the University shall cause all routine and normal maintenance and repairs to be made to the Vehicles including, but not limited to, oil changes and replacement of other fluids, as well as at the Sponsor's location(s). The University shall notify the Sponsor of any malfunctions or other defects in the Vehicles, mechanical or otherwise, and the Sponsor shall promptly repair such Vehicle or provide a replacement therefore, it being understood and agreed by the parties that the University shall have no liability for such malfunctions or defects as long as they are covered under the manufacturer's warranty. The University shall be responsible for all repairs and/or damages not covered under the manufacturer's warranty.

2.4 Insurance. Throughout the Term, and for so long as the University shall be using the Vehicles, the University shall cause the Vehicles to be insured with standard automobile liability policy of insurance by naming the Sponsor, lessor and/or assigns as an additional insured to their extent of its interest therein. The University shall provide Sponsor with a certificate of insurance acceptable to Sponsor as to the coverage of the Vehicles. In the event of any casualty or other damage to the Vehicle, the University shall cause the Vehicle to be repaired at their expense and at the Sponsor's location(s). The parties will cooperate with each other in repairing the Vehicle and obtaining insurance proceeds for such casualty or damage. To the fullest extent permitted by Ohio law, including but not limited to Ohio Revised Code Chapter 2743, the University agrees to be liable for claims or causes of action arising in connection with its use of the Vehicles. Sponsor shall at its sole discretion defend any such claim or cause of action.

2.5 Inspection. Upon reasonable prior notice given by the Sponsor to the University, the Sponsor shall have the right during reasonable business hours to inspect any or all of the Vehicles.

2.6 Replacement of Vehicles. The vehicles identified in Exhibit A, shall upon the Expiration of the initial term of the leases be replaced with new vehicles of similar value and design with leases acceptable as to terms and payment at the sole discretion of the Sponsor after consultation with the University.

3. Donation to University. During the term of this Agreement and provided that the University is not in default in its obligations identified herein, Sponsor shall donate the monthly lease payment excluding tax and insurance on each vehicle leased to the University on the lease payment due date. The University shall be responsible for payment of the monthly lease obligation as well as all other obligations under the lease including mileage overage, early termination, insurance maintenance, and casualty damage. Sponsor shall not be responsible for any other charges including, but not limited to, mileage overage, early termination penalties and casualty damage. Sponsor shall not be responsible for any other charges including, but not limited to, mileage overage, early termination penalties and casualty damage.
4. Lease Payments. The University agrees to be fully responsible for making monthly lease payments to the lender for the total sum of each of the vehicles.
5. University to Provide Sponsorship/Perquisites. In exchange for use of the Vehicles set forth in Exhibit A, the University will grant the Sponsor the sponsorship rights and other perquisites set forth on attached Exhibit B.
6. Breach. In the event that a party breaches any of the terms or conditions of this Agreement and such breach continues for more than thirty (30) days after receipt of written notice from the non-breaching party of such breach, the non-breaching party shall have the right to terminate this Agreement by providing written notice to the breaching party.
7. Expiration/Termination of Agreement. Upon the expiration or termination of this Agreement, the University shall return all of the Vehicles in its possession to the Sponsor (and/or assigns) in good condition and repair, reasonable wear and tear and repair excepted, the University shall have no further obligation with respect to such Vehicles including, but not limited to, the maintenance and insurance obligations set forth in Section 2, the Sponsor shall have no further right to receive the sponsorship rights or perquisites set forth herein, and this Agreement shall be null and void and of no further force and effect.
- 7.1 University's Termination Rights. In addition to other legal and equitable remedies, the University may terminate this Agreement under the following circumstances:
 - (A) If the Sponsor breaches any material term of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice of the breach; or
 - (B) If Sponsor becomes insolvent or bankrupt.

7.2 Sponsor's Termination Rights. In addition to other legal and equitable remedies, the Sponsor may terminate this Agreement under the following circumstances:

(A) If the University breaches any material term of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice of the breach; or

(B) If the University becomes insolvent or bankrupt.

7.3 Written Notice. Either party is required to give at least thirty (30) days written notice to the other party of its intent to terminate this Agreement.

8. University Review of Sponsor's Materials. It is understood and agreed that the University shall review and approve all materials (including, but not limited to, pages printed in the Official Game Day Program, signage, direct mail pieces, discount program materials, internet communications, website links, use of the University's Athletic Marks, announcements, or other forms of sponsorships in any media), including all forms of sponsorship listed on any Exhibit to this Agreement prior to the printing, distribution, display or broadcast of the same. It is further understood and agreed that no such communication shall contain, as determined in the University's sole discretion, a comparative or qualitative description of product or service, or price information about a product or service in such manner that constitutes an advertisement or endorsement as interpreted in Treasury Regulation 1.513-4 of the Internal Revenue Code.

9. General Sponsorship Designation

Sponsor may promote the fact that they are a TEAM AKRON PATRON of the University's athletic programs. This promotion may occur in advertising (including television, radio, print and all other media), the internet, packaging, newsletters and brochures and at the point of sale. For example, Sponsor may refer to itself in any of Sponsor's marketing, advertising or promotional materials as "exclusive sponsor" of the University's Athletic programs.

10. License to Use the University's Athletics Branding Marks

The University grants Sponsor a license to use the University's name, nickname, initials, and athletic logos, all as more particularly described on Exhibit E (The "Athletics Marks") throughout the United States for the purposes of promoting Sponsor. The license gives Sponsor the right to use the Athletics Marks in or on all of Sponsor's advertising, promotional and packaging materials and activities, which include, for all purposes of this Agreement, point-of-sale materials; broadcast, print, electronic and all other forms of media; and merchandise. Any usage of the Athletics Marks must be submitted by Sponsor for the University's approval, with an approval window of no less than ten (10) business days.

11. Use With Customers

The license also gives Sponsor the right to use the Athletics Marks at its retail locations in joint advertising and promotions with Sponsor's suppliers and to display the Athletics Marks with its suppliers' trademarks, logos and branded products in or on all advertising, promotional and packaging materials and activities, so long as they appear with Sponsor's trademarks and the supplier is not depicted as a sponsor of the University's athletic programs. Any such usage of the Athletics Marks must be submitted by Sponsor for the University's approval, with an approval window of no less than ten business days.

12. Exclusivity

"Exclusive Vehicle Sponsor" means that the University's Athletic Department may not display, promote ~~or accept vehicles~~ from any Sponsor other than Sponsor's (this provision excludes any vehicles leased through competitive bid by University for use by the University's Athletic Department or any other University office or department) and any extrinsic vehicle Agreements otherwise authorized by Sponsor.

13. Liability

To the extent permitted by Ohio state law, including, but not limited to Ohio Revised Code Chapter 2743, University will be liable for all claims, losses and expenses (including reasonable attorneys' fees) as awarded by a court of competent jurisdiction, related to allegations that any of University Athletic Marks infringe another's intellectual property, as long as the University's Athletic Marks have been used in the manner provided or approved by Athletics.

14. Promotional Rights

The University grants Sponsor the right to promote Sponsor with respect to the University's 18 athletics teams (consistent with NCAA and Mid American Conference rules) and the Athletics Marks.

Subject to the University's approval, Sponsor will engage in promotional activities in order to establish and promote Sponsor's sponsorship association with the University's athletic teams and the Athletics Marks. These promotional activities may include, for example, offering commemorative or souvenir items with the University's Athletic Marks, for sale at retail outlets and on-site promotional activities at Campus venues during athletic team home games and athletic events, including The Rubber Bowl, Rhodes Arena, Lee R. Jackson Field Complex, Athletics Field House, and any temporary home athletics venue used during the term of this Agreement.

15. Consumer Surveys

With the University's prior approval as to location and time, Sponsor may, at Sponsor's expense, conduct on-Campus consumer surveys relating to Sponsor's products and advertising. The University will not unreasonably withhold its consent.

16. General Cooperation

The University will cooperate with Sponsor's activities, on and off-Campus, designed to promote Sponsor's sponsorship association with the University's Athletic Department and programs, the Campus and the Athletics Marks.

17. Approval Rights

The University has the right to approve in advance any promotional activity with respect to the University; and any materials that display any Athletics Marks.

Sponsor has the right to use designations, such as, "Official Car Sponsor of Zips Athletics" without the University's prior approval.

18. Notices. All notices, requests and other communications hereunder shall be deemed to have been given by the parties if addresses and delivered by hand, registered or certified mail, return receipt requested, or overnight courier to the address set forth below or to such other addresses as may be given by the parties in accordance with this Section 6.

If to the University: The University of Akron
Department of Athletics
Rhodes Arena, Suite 76
373 Carroll Street
Akron, Ohio 44325-5201
Office: 330-972-7279

Attn: Mike Waddell
Associate AD, External Relations

If to the Sponsor: MAG Management Company
3960 Medina Road
Akron, Ohio 44333
Office: 800-860-3366

Attn: Vinny Maculaitis
Director of Marketing

19. Assignment or Transfer. Neither party may sell, assign or otherwise transfer this Agreement, or the rights and obligations set forth herein, without prior written consent of the other party with the exception of the Sponsor as lessor assigning the lease to a lending or financial institution. Any assignment in violation of this Section 7 shall be null and void and of no further binding effect.

20. Entire Agreement. This Agreement and Exhibits hereto constitute the entire Agreement between the parties on the subject matter hereof, and supercede and replace any and all other arrangements and understandings, whether written or oral, made at any time between the parties.

21. Severability. If any provision of this contract is or becomes at any time and under any law, rule or regulation unenforceable or invalid, no other provision of this Agreement shall be affected thereby, and the remaining provisions of this Agreement shall continue with the same effect as if such unenforceable or invalid provision had not been inserted in this Agreement.
22. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the state of Ohio.
23. Binding Effect. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.
24. Waiver. Any failure by either party to enforce any right arising under this Agreement shall not be deemed a waiver of the ability to later enforce that right and shall not affect in any way the validity of this Agreement, or any part thereof, or the right of such party to enforce thereafter each and every provision of this Agreement.
25. Headings. The descriptive headings of this Agreement are inserted for convenience and reference only and shall not be used to interpret or construe this Agreement.
26. Amendment. This Agreement may not be amended or modified except in writing by the parties hereto.
27. Disputes. Should a dispute arise concerning any provisions of this Agreement, the prevailing party shall be entitled to recover attorney's fees and costs as may be awarded by a court of competent jurisdiction. Should an action be filed to enforce any provision of this Agreement, venue shall be in a court of competent jurisdiction.

The parties executing this Agreement represent that they have the authority to bind their respective party.

THE UNIVERSITY OF AKRON

By: _____

Roy Ray
Vice President, Business and Finance
and Chief Financial Officer

MAG MANAGEMENT COMPANY

By: _____

Chris Mills
Vice President

Reviewed and Approved For
Legal Form and Sufficiency

By:



M. Celeste Cook
Associate General Counsel
The University of Akron

Date:

5/31/05

EXHIBIT A

List of Vehicles, initial term

1) Chevrolet Impala	2005	18,000 miles/year (36 months)
2) Chevrolet Impala	2005	18,000 miles/year (36 months)
3) Chevrolet Impala	2005	18,000 miles/year (36 months)
4) Chevrolet Impala	2005	18,000 miles/year (36 months)
5) Chevrolet Impala	2005	18,000 miles/year (36 months)
6) Chevrolet Impala	2005	18,000 miles/year (36 months)
7) Chevrolet Impala	2005	18,000 miles/year (36 months)
8) Chevrolet Impala	2005	18,000 miles/year (36 months)
9) Chevrolet Impala	2005	18,000 miles/year (36 months)
10) Chevrolet Impala	2005	18,000 miles/year (36 months)
11) Chevrolet Impala	2005	18,000 miles/year (36 months)
12) Chevrolet Impala	2005	18,000 miles/year (36 months)
13) Chevrolet Impala	2005	18,000 miles/year (36 months)
14) Chevrolet Impala	2005	18,000 miles/year (36 months)
15) Chevrolet Impala	2005	18,000 miles/year (36 months)
16) Chevrolet Impala	2005	18,000 miles/year (36 months)
17) Chevrolet Impala	2005	18,000 miles/year (36 months)

EXHIBIT B

List of Sponsorship Rights and Perquisites

University Department of Athletics to provide Montrose Brands with the following inventory over the term of the Agreement:

- Identification as a **TEAM AKRON Corporate Patron, Montrose Auto Group.**
- Identification as a **TEAM AKRON Corporate Patron, Montrose Wireless.**
- “Official Auto Group” designation, official automotive dealership in all UA Athletics activities and the only auto group featured in multi-media advertising for UA Athletic Department.
- “Official Wireless Provider” designation, official wireless company in all UA Athletics activities so long as Montrose Wireless Provider is able to offer and provide cell phone/wireless services in a manner consistent with the University’s Cellular Telephone and Other Wireless Communication Policy.
- Opportunity to participate in all University Athletic Department related bid requests for automobiles and mobile phone service during the term of this Agreement. In addition, nothing in this Agreement will limit Sponsor’s ability to participate in the University’s competitive bidding process for automobiles and mobile phone services on a University-wide basis.
- Ability to include 8.5 x 11 inserts into athletics department mailings, going out to a minimum of 125,000 names, per the UA Athletics Ticket Office Database.
- The Montrose Auto Group / ZIPS Spirit Van will be a year-round vehicle promoting the corporate partnership between the University of Akron and Montrose Auto Group. This van will be used by University of Akron Department of Athletics personnel every day of the year and will feature both the Montrose Auto Group and Montrose Wireless branding marks. The Montrose Auto Group / ZIPS Spirit Van will be on display at all University of Akron Home Athletic Events and will also be a part of the Zips Caravan. Print collateral provided by Montrose Auto Group and Montrose Wireless will be distributed at each of these events.
- Logo inclusion for Montrose Auto Group on the annual 18 x 24 full color football schedule poster.
- Logo inclusion for Montrose Auto Group on the annual 18 x 24 full color volleyball schedule poster.
- Logo inclusion for Montrose Auto Group on the annual 18 x 24 full color men’s basketball schedule poster.

- Logo inclusion for Montrose Auto Group on the annual 18 x 24 full color women's basketball schedule poster.
- Logo inclusion for Montrose Auto Group on the annual 18 x 24 full color men's soccer schedule poster.
- Logo inclusion for Montrose Auto Group on the annual 18 x 24 full color women's soccer schedule poster.
- Logo inclusion for Montrose Auto Group on the annual 18 x 24 full color baseball schedule poster.
- Logo inclusion for Montrose Auto Group on the annual 18 x 24 full color softball schedule poster.
- Logo inclusion for Montrose Auto Group on the annual Group Ticket Sales brochure.
- Logo inclusion for Montrose Auto Group on the annual Football Ticket Sales brochure.
- Logo inclusion for Montrose Auto Group on the annual Basketball Ticket Sales brochure.
- Logo inclusion for Montrose Wireless on the annual 18 x 24 full color football schedule poster.
- Logo inclusion for Montrose Wireless on the annual 18 x 24 full color volleyball schedule poster.
- Logo inclusion for Montrose Wireless on the annual 18 x 24 full color men's basketball schedule poster.
- Logo inclusion for Montrose Wireless on the annual 18 x 24 full color women's basketball schedule poster.
- Logo inclusion for Montrose Wireless on the annual 18 x 24 full color men's soccer schedule poster.
- Logo inclusion for Montrose Wireless on the annual 18 x 24 full color women's soccer schedule poster.
- Logo inclusion for Montrose Wireless on the annual 18 x 24 full color baseball schedule poster.

- **Logo inclusion for Montrose Wireless on the annual 18 x 24 full color softball schedule poster.**
- **Logo inclusion for Montrose Wireless on the annual Group Ticket Sales brochure.**
- **Logo inclusion for Montrose Wireless on the annual Football Ticket Sales brochure.**
- **Logo inclusion for Montrose Wireless on the annual Basketball Ticket Sales brochure.**

Zips Athletics Club

- **Montrose Auto Group and Montrose Wireless logo inclusion in the e-mail blasts distributed to the full membership of the ZIPS Athletics Club.**
- **Montrose brands logo inclusion on the ZIPS Athletics Club web site.**
- **Hole Sponsorship at annual golf Invitational, held at Firestone Country Club (Fall).**
- **Foursome at annual golf Invitational, held at Firestone Country Club (Fall).**
- **Montrose Auto Group logo inclusion in the print editions of the BOX SEAT newsletter, distributed quarterly to the full membership of the ZIPS Athletics Club, season ticket holders and members of the Greater Akron Chamber of Commerce..**
- **Montrose Wireless logo inclusion in the monthly online editions of the BOX SEAT newsletter, distributed to the full membership of the ZIPS Athletics Club, season ticket holders and members of the Greater Akron Chamber of Commerce.**
- **Right to be included in all football season ticket mailings with Montrose brands providing ready-to-insert fliers per UA Athletics publication deadlines.**
- **Right to be included in all basketball season ticket mailings with Montrose brands providing ready-to-insert fliers per UA Athletics publication deadlines.**
- **Right to be included in all e-mail blasts to ZAC membership with Montrose brands providing time sensitive copy per UA Athletics publication deadlines.**
- **Logo presentation on the Young Alumni Club brochure, Montrose Wireless.**
- **Logo presentation on the Young Alumni Club brochure, Montrose Auto Group.**

Varsity "A" Association

- Montrose Auto Group and Montrose Wireless logo inclusion in the e-mail blasts distributed to the full membership of the Varsity "A" Association.
- Montrose brands logo inclusion on the Varsity "A" Association web site.
- Hole Sponsorship at annual golf Invitational, held at Mayfair Country Club (Summer), Montrose Auto Group.
- Hole Sponsorship at annual Varsity "A" Association golf tournament, (Summer), Montrose Wireless.
- Two (2) foursomes at annual Varsity "A" Association golf tournament, (Summer).
- Montrose brands logo inclusion in all editions of the Varsity "A" Association newsletter, distributed quarterly to all former athletes per UA Athletics publication deadlines.
- Right to be included in all e-mail blasts to Varsity "A" Association membership with Montrose brands providing time sensitive copy per UA Athletics publication deadlines.

Zips Sports Network, radio

Fox Sports 1350 AM, WERE-1300 AM, WNPQ 95.9 FM

Football (6)

- Four (4):30 spots in each live game broadcast of Zips football.
- Two (2):10 reader in each live game broadcast of Zips football.
- Six (6):05 billboards in each live game broadcast of Zips football.
- Entitlement to the Montrose Auto Group Countdown to Kickoff in each live game broadcast of Zips football.
- Entitlement to the “Montrose Wireless Connection of the Game” in each live game broadcast of Zips football.

Men’s Basketball (6)

- Four (4):30 spots in each live game broadcast of Zips men’s basketball.
- Two (2):10 reader in each live game broadcast of Zips men’s basketball.
- Eight (8):05 billboards in each live game broadcast of Zips men’s basketball.
- Entitlement to the “Montrose Auto Group Countdown to Tip-off” in each live game broadcast of Zips men’s basketball.
- Entitlement to the “Montrose Wireless Connection of the Game” in each live game broadcast of Zips men’s basketball.

Women’s Basketball (6)

- Four (4):30 spots in each live game broadcast of Zips women’s basketball.
- Two (2):10 reader in each live game broadcast of Zips women’s basketball.
- Eight (8):05 billboards in each live game broadcast of Zips women’s basketball.
- Entitlement to the “Montrose Auto Group Countdown to Tip-off” in each live game broadcast of Zips women’s basketball.
- Entitlement to the “Montrose Wireless Connection of the Game” in each live game broadcast of Zips women’s basketball.

Zips Sports Network, television

Men's Basketball

- Four (4):30 spots in each live game telecast of Zips men's basketball.
 - Two (2):10 reader in each live game telecast of Zips men's basketball.
 - Eight (8):05 billboards in each live game telecast of Zips men's basketball.
 - Entitlement to the "Montrose Auto Group Countdown to Tip-off" in each live game telecast of Zips men's basketball.
 - Entitlement to the "Montrose Wireless Connection of the Game" in each live game telecast of Zips men's basketball.
- (*) Ability to utilize UA Athletics' Team Video Coordinator to produce a basic spot to be used in all UA Athletics television outlets. Production for the spot must be mapped out, blocked, and scripted by Sponsor. All editing and postproduction will be provided free of charge by UA Athletics. Production should take place in May, June, July of each year of the Agreement, provided that the University shall have the right to advance approval of spot.

Zips Football

- Right to be included in all football season ticket mailings with Montrose brands providing ready-to-insert fliers to complete UA Athletics Ticket Office Database.
- Naming Rights to the Montrose Auto Group Grandstand (East Sideline) through the 2009 season.
- To be determined Naming Rights to a specific location in an athletics facility, subject to approval by the UA Board of Trustees. The cash value of the naming location will be \$200,000, or the value of five (5) vehicles annually for the ten (10) year term of this Agreement. Once a mutually agreeable naming rights inventory is agreed upon the proposal will be submitted to the UA Board of Trustees for approval.

OFFERED

- Opportunity for representatives of Montrose Auto Group to travel as V.I.P. guests of UA Athletics and the head football coach on mutually agreeable basis.
- ✓ One (1) Game Day Sponsorship per season, Montrose Auto Group.
- ✓ One (1) Game Day Sponsorship per season, Montrose Wireless.
- ✓ One (1) North End Zone reversed logo signage placement, (4x10), Montrose Wireless.
- ✓ One (1) South End Zone full color logo signage placement, (4x20), Montrose Auto Group.
- ✓ Four (4) Upper Concessions Standards, full color logo, (4x10), Montrose Auto Group.
- ✓ One (1) Game Day full-page, full color advertisement for the Montrose Auto Group.
- ✓ One (1) Game Day full-page, full color advertisement for the Montrose Wireless.
- One (1) football ticket booklet coupon, Color, per approved design by Montrose Wireless.
- ✓ Football ticket back coupon, b&w, per approved design by Montrose Auto Group.
- ✓ Three (3):15 public address announcements during all UA home football games.
- ✓ Three (3):15 matrix board presentations during all UA home football games.
- ✓ In-stadium product and coupon opportunities during all UA home football games.

- ✓ ZIPSfest product and coupon opportunities prior to all UA home football games.
- ✓ ZIPSfest automotive display opportunities prior to all UA home football games.
- ✓ (24) reserved UA football season tickets, 50-yard line for games played at the Rubber Bowl.
- ✓ (12) reserved UA football season parking spaces for games played at the Rubber Bowl.
- ✓ One-Thousand (1,000) general admission ticket vouchers to a mutually agreeable home football game to be used as part of a summer promotion co-branding Zips football and Montrose companies.

Zips Basketball

- Right to be included in all basketball season ticket mailings with Montrose brands providing ready-to-insert fliers to complete UA Athletics Ticket Office Database.
- Opportunity for representatives of Montrose Auto Group to travel as V.I.P. guests of UA Athletics and the head men's basketball coach on a mutually agreeable basis.
- ✓ One (1) men's basketball game day sponsorship, Montrose Auto Group.
- ✓ One (1) men's basketball game day sponsorship, Montrose Wireless.
- ✓ One (1) women's basketball game day sponsorship, Montrose Auto Group.
- ✓ One (1) women's basketball game day sponsorship, Montrose Wireless.
- ✓ One (1) 3x32 team side rotational signage panel, Montrose Auto Group. *-(LED (Both Sides))*
- ✓ One (1) 3x32 team side rotational signage panel, Montrose Wireless. *-(LED Both Sides)*
- ✓ Three (3) media side 3x8 tri-vision panels, Montrose Auto Group. *- DOES NOT EXIST*
- ✓ One (1) BASKETBALL YEARBOOK Full-page, B&W, advertisement for the Montrose Auto Group.
- ✓ One (1) BASKETBALL YEARBOOK Full-page, B&W, advertisement for the Montrose Wireless.
- One (1) BASKETBALL TICKETBOOK COUPON, Color, per approved design by Montrose Auto Group.
- BASKETBALL TICKETBACK COUPON, b&w, per approved design by Montrose Wireless.
- ✓ Three (3):15 public address announcements during all UA home basketball games.
- ✓ Three (3):15 matrix board presentations during all UA home basketball games.
- ✓ Product and coupon opportunities during all UA home basketball games.
- ✓ Four (4) lower level reserved men's basketball season tickets. *1000*
- ✓ Twelve (12) upper level reserved men's basketball season tickets. *1800* *3,600*
- ✓ Eight (8) upper level general admission men's basketball season tickets. *800*

- ✓ One (1) Lot 2 VIP season parking passes.
- ✓ Three (3) Lot 8 VIP season parking passes.
- ✓ One-thousand (1,000) general admission ticket vouchers to a mutually agreeable home men's basketball game in December to be used as part of a year-end promotion co-branding Zips basketball and Montrose companies.

Zips Baseball

- Opportunity for representatives of Montrose Auto Group to travel as V.I.P. guests of UA Athletics and head coach on a mutually agreeable basis.
- Naming Entitlement of one (1) to be determined UA baseball series at Canal Park. (DOES NOT EXIST).
- ✓ One (1) 4x32 fixed signage panel, reversed logo, Montrose Auto Group.
- ✓ One (1) 3x4 fixed signage panel, Montrose Wireless.
- ✓ Three (3):15 public address announcements during all UA home baseball games.
- ✓ Three (3):15 matrix board presentations during all UA home baseball games.
- ✓ Product and coupon opportunities during all UA home baseball games.

Athletics Field House

- Naming Rights to the **Montrose Auto Group Grandstand** for the term of the Agreement.
- Tabling Opportunities at all UA Athletics events held in the Athletics Field House.
- Access to the Indoor Golf Practice Facility for ten (10) designees of MAG Management, Inc. All access must be coordinated with the Head Golf Coach within the regular hours of facility operation.
- Entitlement to one (1) major promotional event per academic year, featuring area Montrose Auto Group dealerships, vehicles, plus Montrose Wireless opportunities for ALL NORTHEAST OHIO AREA HIGH SCHOOL AND COLLEGE GRADUATES, to be held on a mutually agreeable date in May.
- Four (4) Electronic Exposures per Athletics Event on to be installed video board.
- East Catwalk 3' h x 20' banner display at all major athletics events, Montrose Auto Group.
- East Catwalk 3' h x 20' banner display at all major athletics events, Montrose Wireless.

GoZips.com - Official Athletics Web Site

- Logo Placement on TEAM AKRON home page of GoZips.com, Montrose Auto Group.
- ~~Logo Placement on TEAM AKRON home page of GoZips.com, Montrose Wireless.~~
- Entitlement to the Montrose Auto Group FAN POLL on the main page of GoZips.com.
- Entitlement to the Baseball Team Page at GoZips.com, Montrose Auto Group.
- Entitlement to the Audio/Video Page at GoZips.com, Montrose Wireless.
- Co-branded, two-month promotion during each year of the Agreement, Montrose Auto Group.
- Co-branded, two-month promotion during each year of the Agreement, Montrose Wireless.

UA Alumni Association

- ¼ page advertisement for Montrose brand of choice in Spring Edition of the UA Alumni Magazine.
- ¼ page advertisement for Montrose brand of choice in Fall Edition of the UA Alumni Magazine.
- Ability to distribute information at UA GRADFEST event in May of each year of the Agreement.
- Ability to distribute information at UA GRADFEST event in August of each year of the Agreement.
- Ability to distribute information at UA GRADFEST event in December of each year of the Agreement.
- Ability to distribute information at College of Education Graduate Reception in December.
- Ability to distribute information at College of Education Graduate Reception in April.
- Entitlement Sponsor of Young Alumni Club Graduation Breakfast in December of each year of the Agreement.
- Entitlement Sponsor of Young Alumni Club Graduation Breakfast in April of each year of the Agreement.

New Student Union

Twenty-five (25) dates per year for table marketing in the New Student Union on the UA Campus. Exposure point is the most heavily traveled area on campus.

As of the date of execution of this Agreement, the corporate sponsorship elements, conditions and rates have not yet been established for this building. However, it is understood and agreed that if and when such corporate sponsorship elements, conditions and rates are determined and made available for sale to the public, the University will notify and consult with Sponsor to determine the appropriate package available to Sponsor, value for value, under this Agreement.

New Student Recreation and Wellness Center

As of the date of execution of this Agreement, the corporate sponsorship elements, conditions and rates have not yet been established for this facility. However, it is understood and agreed that if and when such corporate sponsorship elements, conditions and rates are determined and made available for sale to the public, the University will notify and consult with Sponsor to determine the appropriate package available to Sponsor, value for value, under this Agreement.

Montrose
Discount Program Materials

✓ Opportunity to distribute and University shall make available, at Sponsor's expense, preferred customer and discount cards, at various campus locations, to be determined by the University.

EXHIBIT C
Terms of the Lease Agreement