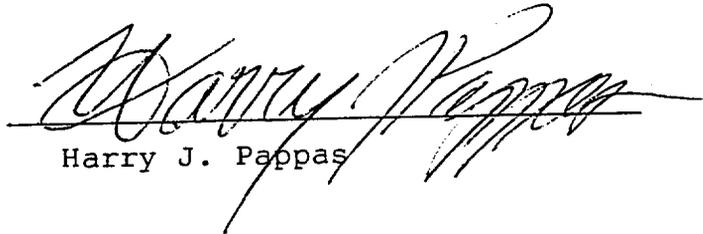


1 information and belief, and I could and would competently testify
2 thereto if called as a witness herein.

3 I declare under penalty of perjury, under the laws of
4 California, that the foregoing is true and correct this 11th day of
5 February, 1994, in Visalia, California.

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9 Harry J. Pappas

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EXHIBIT A



Harry J. Pappas
PRESIDENT
CHIEF EXECUTIVE OFFICER

September 3, 1991

VIA TELECOPIER 213-286-3976

TO: Mr. John Severino
President, Prime Ticket

FR: Harry J. Pappas

Re: FAC-10 Games

Dear John,

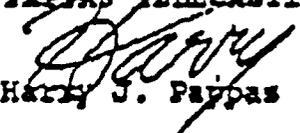
My apologies, in case they are needed, for having addressed my letter of Thursday, August 29th, to Bob Thompson of TCI. As I found out late Friday afternoon (see attached), I had been misinformed as to the ownership interest in Prime Ticket.

John, it's been a heck of a long time since we have had any contact ... I am sure you can understand how much it means to our audiences whom we have already informed that we would be carrying these games, the advertisers to whom packages were sold months ago and to Fresno State University that we actually broadcast these games 'live'.

John, I know you to be a fine businessman, but also one who has a statesmanlike attitude. On behalf of all concerned, I beg of you to grant the waiver requested in my August 29th letter. Time is of the essence. May I please hear from you very soon.

Sincerely,

PAPPAS TELECASTING COMPANIES



Harry J. Pappas



PAPPAS
TELECASTING
COMPANIES

August 29, 1991

Harry J. Pappas
PRESIDENT
OPERATIONS OFFICE

Mr. Bob Thompson
Sr. Vice President
Communications and Policy
Planning

TCI
P. O. Box 5630
Denver, CO 80217

Dear Bob:

Preston Padden has always said you are a good fellow and fair. I need your help ... to get a waiver by Prime Ticket of certain of their black out rights in connection with two PAC-10 games. I have tried to contact John Sevarino today but with no success. Here are the facts:

1. KMPH FOX 26 has been telecasting various home and away Fresno State University football and basketball games for over 12 years. When the schedule was set some months ago for the 91-92 season, Fresno State requested and we agreed to broadcast, among others, two away games of PAC-10 teams, Washington State on 09/14/91 and Oregon State on 09/21/91;
2. Away games such as these have traditionally been carried by our station over the air and free of charge to our viewers in the San Joaquin Valley;
3. Fresno State University, some months ago, notified the participating school's athletic director of the rights granted to us for carriage of Fresno State University games and that we were intending to broadcast those games. The schools' athletic directors sent letters permitting KMPH TV's production facilities and staff to be in the stadiums to produce a game and transmit it by satellite back to California for broadcast.
4. Fresno State University was notified in the last 72 hours that the Washington State and Oregon State athletic department officers "assumed" the KMPH production was for a "taping" for a subsequent delayed broadcast. The schools' officials then stated that since the PAC-10 schools had entered into a contract with Prime Ticket, which contains black-out days and hours, that KMPH was prohibited from a live telecast of the subject games.
5. Neither of these two particular games is being picked up by Prime Ticket for distribution over the Prime Ticket channel. Apparently Prime Ticket is producing

another PAC-10 game on each of those dates and, thus, invoking the black-out window clause of their agreement.

6. Bob, as you can imagine, we have already sold the advertising ... we have been promoting the games ... the audience expects them... that is why I need your help!

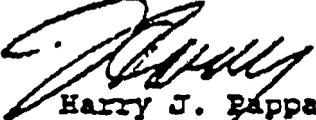
Since TCI is a principal owner of Prime Ticket, I am appealing to you for your immediate assistance to achieve a grant of waiver by Prime Ticket so that our television station will be able to carry these two games to the San Joaquin Valley residents who expect to be able to see them. KMPH does not "network" the distribution of the games. The games will only be seen by viewers to our station residing in the San Joaquin Valley (from Bakersfield to Merced). Prime Ticket is carried on some of the cable systems in our coverage area; however, since these are different games than those that Prime Ticket will be carrying on the dates in question, I cannot see how any harm to Prime Ticket's interests would result from our carriage of the Fresno State vs. Washington State and Oregon State games.

In an era where folks get to fighting and hiring lawyers, I am still from that old school that believes that good people, with different interests, can reason together to do what is fair and good ... especially keeping in mind the interests of the public we serve.

May I please hear from you soonest? Obviously, this is an urgent matter. Thank you in advance for your consideration of this request for waiver.

Yours truly,

PAPPAS TELECASTING COMPANIES



Harry J. Pappas
President and CEO

HJP:jlh
cc: John Severino (via fax)

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GARY E. CRIFE, ESQ.
BAR #076154
CRIFE & GRAHAM
2436 N. Euclid Avenue
Suite 5
Upland, CA 91786
[909] 981-5212

Attorneys for Plaintiff PAPPAS TELECASTING, INC.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

PAPPAS TELECASTING, INC. a)
California Corporation, and as)
Public Trustee,)
)
Plaintiff,)
)
-vs-)
)
PRIME TICKET NETWORK, a)
California Limited)
Partnership, CVN, INC., a)
Corporation, The PACIFIC-10)
CONFERENCE, a California non-)
profit association, CAPITAL)
CITIES/ABC, INC., a Delaware)
Corporation, ESPN, Inc., a)
Corporation, ABC SPORTS, INC.,)
a New York Corporation, and)
DOES 1 through 20, inclusive,)
)
Defendants.)

CASE NO. CV-F-92-5589-OWW
DECLARATION OF LeBON
ABERCROMBIE IN OPPOSITION
TO THE MOTIONS OF
DEFENDANTS FOR SUMMARY
JUDGMENT AND/OR DISMISSAL

DATE: March 7, 1994
TIME: 10:00 A.M.
ROOM: 2

I, LeBon Abercrombie, declare and state:

1. I am the Senior Executive Vice President and a member of the Board of Directors of Pappas Telecasting, Inc. ("Pappas"), licensee of commercial television broadcast station, KMPH-TV, of

1 Channel 26 (hereinafter "KMPH"). KMPH broadcasts free, over the
2 air television service to the cities of Fresno, Visalia,
3 Bakersfield and other small cities in rural areas in the San
4 Joaquin Valley of California.

5 2. In 1991, in addition to being Senior Executive Vice
6 President of Pappas, I was also General Manager of KMPH. In or
7 about June, 1991, I received a telephone call from Scott Johnson
8 during which Mr. Johnson advised me that KMPH had permission to do
9 live telecasts of the football games scheduled on September 14,
10 1991 between Washington State University and Fresno State
11 University, and September 21, 1991 between Oregon State University
12 and Fresno State University. Based upon this information I
13 contacted our producer, Howard Zuckerman, and instructed him to
14 make the arrangements for doing live telecasts of those two games.

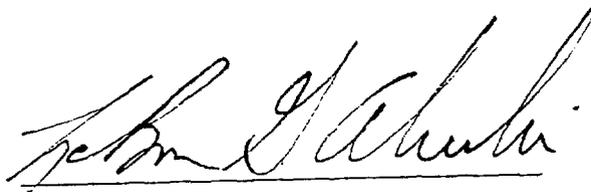
15 3. Based upon my review of financial records maintained in
16 the normal course and scope of the business of Pappas, licensee of
17 KMPH, rights fees were not paid to Washington State University by
18 plaintiff (or KMPH) for the right to telecast the Washington State
19 University v. Fresno State University game telecast live from the
20 home stadium of Washington State on September 5, 1987. Further,
21 neither plaintiff, nor KMPH, paid rights fees to Oregon State
22 University for the right to do live telecasts of the football games
23 between Oregon State University and Fresno State University on
24 September 21, 1985, and October 1, 1988.

25 4. On or about August 28, 1991 I received a facsimile from
26 Scott Johnson stating that the games between Washington State and
27 Fresno State and Oregon State and Fresno State could not be
28 telecast live ". . . due to contract stipulations and complications

1 with the PAC-10 Conference television contract with Prime Ticket
2 and ABC . . .". A true and correct copy of that facsimile is
3 attached hereto as Exhibit "A".

4 5. That each and every of the foregoing facts are known to
5 me of my own personal knowledge except where stated based upon
6 information and belief and I could and would competently testify
7 thereto if called as a witness herein.

8 Executed under penalty of perjury, under the laws of the State
9 of California, this 11th day of February, 1994, in Visalia,
10 California.

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13 LeBon G. Abercrombie
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EXHIBIT A

FRESNO STATE UNIVERSITY

Sports Information

3303 N. Campus Drive, Rm. 153 • Fresno, California 93740-0027 • (209) 278-2509 • Fax (209) 278-4689
Scott Johnson, Director

RE: LIT - FAX
ZAN
M.S.
MCLIS

8-28-91

PLAINTIFF'S DEPOSITION
EXHIBIT
4
S. Johnson
11-11-93

CLIENT MEMORANDUM

TO: Ben Abernethy/Lisa Markham, RFX-TV
FROM: Scott Johnson, Fresno State Asst. A.D./Communications
RE: Change of televised game schedule

The Fresno State athletic department recently received word that due to contract stipulations and complications with the Pac-10 conference television contract with Prime Ticket and ABC-TV, we will not be able to televise live the Sept. 14 game at Washington State and the Sept. 21 game at Oregon State.

Prime Ticket available windows do not fit the respective 2:00 p.m. and 5:00 p.m. kickoff times for those two games thus not enabling us to do a live telecast. We pursued the possibility of altering kickoff times, but due to the lateness of the conflict, there is not adequate time for the schools involved to promote a kickoff change to their fans. Several options are available for discussion. They are:

1. We tape delay both games and bonus an additional game that may be available to televise.
2. Swap the WSU and OSU games for two SportsChannel games and ask permission for a split of those games. Possible games are the Oct. 26 home game vs. UNLV, the Nov. 9 game at Pacific or the Nov. 23 home game vs. San Jose State. SportsChannel has the rights to these games and historically have not granted splits.
3. Swap the WSU and OSU games, if option No. 2 is not available, for the currently non-televised games of Oct. 12, a home game against Long Beach St. and the Nov. 16 home game vs. CS Fullerton.

Obviously, none of these options are as attractive as we all had planned originally. Both WSU and Fresno State have a concern for advertisers and client relationships not breaking down this transition as well as the University has a deep concern over televising two additional no games and the substantial loss of gate revenue at an average of \$12 per ticket. With all this in mind, hopefully we can get through this temporary setback. Thanks for your time and consideration.

Sincerely,
Scott Johnson

Scott Johnson, Asst. A.D./Communications
Fresno State University

GARY E. CRIPE, ESQ.
BAR #076154
CRIPE & GRAHAM
2436 N. Euclid Avenue
Suite 5
Upland, CA 91786

Attorneys for Plaintiff PAPPAS TELECASTING, INC.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

PAPPAS TELECASTING, INC. a)	Case No. CV-F-92-5589-OWW
California Corporation, and as)	
Public Trustee,)	
)	DECLARATION OF LISE' MARKHAM
Plaintiff,)	IN OPPOSITION TO THE
)	MOTIONS OF DEFENDANTS FOR
)	SUMMARY JUDGMENT AND/OR
-vs-)	DISMISSAL
)	
PRIME TICKET NETWORK, a)	
California Limited)	
Partnership, CVN, INC., a)	
Corporation, The PACIFIC-10)	
CONFERENCE, a California non-)	
profit association, CAPITAL)	
CITIES/ABC, INC., a Delaware)	
Corporation, ESPN, INC., a)	
Corporation, ABC SPORTS, INC.,)	
a New York Corporation, and)	
DOES 1 through 20, inclusive,)	
)	DATE: March 7, 1994
Defendants.)	TIME: 10:00am
)	ROOM: 2
)	

I, Lise' M. Markham, declare and state:

1. I am the Vice President and General Manager of Pappas Telecasting, Inc., licensee of commercial television broadcast station, KMPH-TV Channel 26 (hereinafter "KMPH"). I have been employed continuously by KMPH since 1981. In 1981 I started as an Account Executive and in 1982 I was promoted to Regional Marketing

Manager. By 1984 I had been promoted to National Marketing Manager and in 1986 I was promoted to General Marketing Manager. As of 1988, I become Vice President, Station Manager and General Marketing Manager for KMPH. In December 1992, in addition to being Vice President, I became General Manager of KMPH.

2. Some time after I began my employment with KMPH in 1981, KMPH began to broadcast exclusive, live Fresno State University football and basketball games. KMPH, during this period of time, has never done a delayed telecast of a Fresno State University football game, and has always done live telecasts of Fresno State University football games.

3. In 1991 I participated directly in the negotiations with Fresno State University and, pursuant to the contract between KMPH and Fresno State University, KMPH contracted to televise, live, six specific Fresno State University home and away football games during the 1991 season. The games agreed upon to be televised are set forth on the 1991 Fresno State University football schedule attached as Exhibit "A" hereto. In the furthest left hand margin of the schedule, an asterisk appears to the left of the date indicating which of the games were scheduled to be televised live by KMPH. Included among the games to be televised were the September 14, 1991, game between Washington State University ("WSU") and Fresno State University ("FSU") and the September 21, 1991, between Oregon State University ("OSU") and Fresno State University ("FSU"). These two games, and the four games to be televised live as noted on the schedule, were specifically contracted for.

4. Further, based upon the schedule of these six games, I and the other members of the KMPH marketing staff promoted the schedule and sold commercial time. To many of our prospective advertisers, the games between FSU and WSU and, FSU and OSU, were among the most attractive games because these opponents of FSU were members of the PAC-10 Conference.

5. Attached hereto as Exhibits "B" and "C", respectively, are true and accurate copies of the Television Broadcast Agreement entered into on July 1, 1985 (Exhibit "B") and the extension of that Agreement effective March 5, 1991 (Exhibit "C").

6. That each and every of the foregoing facts are known to me of my own personal knowledge, except where stated upon information and belief, and I could and would competently testify thereto if called as a witness herein.

Executed under penalty of perjury, under the laws of the State of California, this 11th day of February, 1994, in Fresno, California.

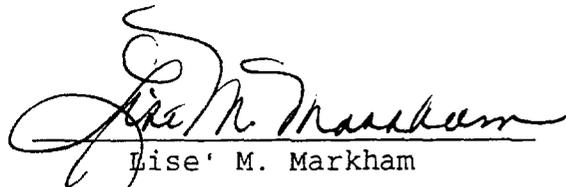

Lise' M. Markham

EXHIBIT A

1991 FRESNO STATE UNIVERSITY
FOOTBALL SCHEDULE



DATE	OPPOSING TEAM	LOCATION	* TELEVISED
* September 7	Northern Illinois	Home	7PM
* September 14	Washington State	Washington	2PM
* September 21	Oregon State	Oregon	5PM
* October 5	New Mexico	Home	7PM
October 12	Long Beach State	Home	
* October 19	New Mexico State	New Mexico	12:30PM
October 26	Nevada Las Vegas	Home	
* November 2	Utah State	Utah	11:00AM (TFN)
November 9	University of Pacific	Stockton	
November 16	Fullerton	Home	
November 23	San Jose State	Home	



EXHIBIT B

TELEVISION BROADCASTING AGREEMENT

THIS AGREEMENT is made and entered into this *first* day of July, 1985, by and between THE CALIFORNIA STATE UNIVERSITY, FRESNO ATHLETIC CORPORATION, a California Nonprofit Corporation, hereinafter called the "Corporation" and CALIFORNIA SPORTS NETWORK, a California Corporation, and PAPPAS TELECASTING, INCORPORATED, a California Corporation, Licensee of KMPH TELEVISION, hereinafter called the "Contractors".

WITNESSETH:

WHEREAS, Contractors are a television production company and a duly licensed television station, capable of producing and airing live or delayed television broadcasts of athletic events and providing services and materials covered in this agreement; and

WHEREAS, Corporation supervises all National Collegiate Athletic Association (NCAA) recognized sports as related to California State University, Fresno; and

WHEREAS, Corporation desires to arrange for live or delayed television broadcasts and to obtain services and materials as provided herein; and

WHEREAS, Contractors are willing to provide live television broadcasts and other services and materials as provided in this agreement in accordance with the covenants, terms, and conditions hereof:

NOW, THEREFORE, IT IS AGREED as follows:

RIGHTS

A. TELEVISION BROADCASTING RIGHTS

Subject to the covenants, terms, and conditions herein set forth, Corporation grants Contractors the first right of refusal for television broadcast rights of all NCAA sports events sponsored by Corporation.

1. AREA OF EXCLUSIVITY

Said rights shall cover Contractors' (and/or network) Area of Dominant Influence (ADI) which is defined as the Counties of Fresno, Kern, Kings, Madera, Tulare, Mariposa, Merced, Stanislaus, San Benito, San Luis Obispo, and San Joaquin.

2. OFFICIAL STATION

The Corporation shall notify all parties with the need to know that Contractors are the Official Television Station of Corporation sponsored athletic events.

3. NCAA/PCAA EXCEPTIONS

NCAA or PCAA regional and/or national network telecasts supersedes contractual rights for any game.

B. BROADCAST EVENTS

1. Contractors shall televise a minimum of twenty (20) live, mutually agreed upon, NCAA men's basketball contests, home or away, during each year of this agreement;
2. And a minimum of four (4) live football away games and negotiated advanced sell out home games annually.
3. And four (4) additional mutually agreed upon events or programs to be aired live or delayed.

C. TIMES OF EVENTS

1. Times of telecasts shall be mutually agreed upon by Corporation and Contractors.

D. TERM OF AGREEMENT

This agreement shall be for a term commencing on July 15, 1985 and ending June 30, 1988; provided, however that Contractors shall have a two-year option to renegotiate this agreement for the 1988-89 and 1989-90 years. On or before April 15, 1988, Corporation shall provide Contractors with the terms and conditions of the extended agreement. Contractors shall exercise said option on or before May 1, 1988, and the written agreement shall be made and entered into not later than June 1, 1988.

E. RIGHTS FEES

1. Contractors shall pay a total rights fee of sixty thousand dollars (\$60,000.00) for 1985-86 football, basketball, and other events (to be mutually agreed upon).
2. Contractors shall pay a total rights fee of sixty-six thousand dollars (\$66,000.00) for 1986-87 football, basketball, and other events (to be mutually agreed upon).
3. Contractors shall pay a total rights fee of seventy-two thousand six hundred dollars (\$72,600.00) for 1987-88 football, basketball, and other events (to be mutually agreed upon).
4. Corporation shall try to negotiate with all parties involved to waive any rights fees payable to other teams that would normally be charged to the Contractors during the term of this agreement.

5. For each PCAA conference post-season men's basketball game, Contractors shall pay the sum of two thousand dollars (\$2,000.00).
6. Payment of the rights fee shall be made in monthly installments of ten thousand dollars (\$10,000.00) each, starting on the first of each month commencing on August 1 of each contract year until the total amount payable for rights hereby granted has been paid as due during each year of this agreement.

It is understood that the rights fees payable hereunder are in payment of the right to make live telecasts of specified events under the jurisdiction of the Corporation and that in the event of termination of this agreement for nonperformance, there shall be no refund of any portion of the rights fees.

7. Failure to pay the rights fee within 10 days of when due will result in a late fee of 1-1/2% per month on sums due and unpaid.
8. Reserving Right to Receive Statutory Cable Royalty Fees. Contractors and Corporation agree that Corporation shall be entitled to receive all copyright royalty fees attributable to use of the broadcasts, films, videotapes, and recordings of Corporation sports events, including all copyright royalty fees paid by cable systems pursuant to Section 111 of the copyright Revision Act.

PRODUCTION

F. PERSONNEL

1. All production personnel shall be mutually agreed upon by Corporation and Contractors, compensated exclusively by Contractors.
2. Contractors shall provide Corporation, in writing, name(s) of prospective on-air sportscasters and color announcers at least thirty (30) days prior to first telecast of the particular sport for approval by Corporation.

G. PRODUCTION FEES, EXPENSES

1. Contractors shall obtain, at their own expense, all necessary licenses and permits and shall assume all responsibility for and pay all applicable fees and all taxes incurred in conducting the operations encompassed herein, whether within or outside the State of California. Contractors shall be responsible for payment of any and all costs incurred by Contractors, including their agents and employees in connection with telecasts covered under this contract.
2. Contractors shall provide fifty (50) hours of free studio production time per year to Corporation to be utilized at Corporation's discretion. Contractors may determine when the time may be used.

H. FEEDS, TELECAST SALES

- 1. Contractors and Corporation may sell said telecasts outside the Contractors' ADI. Contractors and Corporation shall share any rights fees negotiated at a split of 50% each. Said compensation does not include any production charges for said telecasts which shall be exclusive property of Contractors. Any outside interests seeking to televise games scheduled for airing by Contractors must negotiate with the Contractors for using said telecast's content. (All production costs paid by other parties remain 100% the property of Contractors.)

I. ADDITIONAL PRODUCTION

Each year during the term of this agreement, Contractors, at their own cost, shall provide the following services:

- 1. Be responsible for production, sales, and telecast of:
 - a. a minimum of four (4) football post-game sports shows;*
 - b. a minimum of twenty (20) men's basketball post-game sports shows.*

* It is understood that talent fees for the head coaches in these sports shall be negotiated between Contractors and the head coaches and such fees shall be paid directly to the head coaches by the Contractors.
- 2. Produce and broadcast both a football and men's basketball recruiting highlight tape, each approximately 20 minutes in length. Tapes are to be completed within four (4) weeks of the final game in the respective sport. Corporation will assist in copywriting, special interview arrangements, etc. Tapes will include game footage, coach's remarks, a look at the California State University, Fresno campus (particularly athletic facilities), the City of Fresno, player profiles, etc. A minimum of ten (10) duplicates will be provided to Corporation at Contractors' expense. On games not televised by Contractors, Contractors will make arrangements for games to be taped in their entirety for possible use in the highlight film or promotional activities.
- 3. Produce a 30-second segment on California State University, Fresno with emphasis on academics. A dub of this segment is to be provided to ABC, NBC, CBS, PCAA Conference, or any other network or station originating a telecast. Corporation will provide copy for this announcement and will coordinate video taping on campus.
- 4. Produce (with necessary assistance from Corporation) and air 30-second public service announcements on topics and concerns relating

to the athletic program as agreed to by Corporation and Contractors.

5. Produce 30-second promotional spots for football and provide commercial time for their airing. Each announcement will air a minimum of fifteen (15) times prior to each game using unsold commercial availabilities. A minimum of five (5) announcements per week shall air in unsold prime time slots between 8:00 p.m. and 11:30 p.m. Contractors shall provide applicable affidavits.
6. Contractors retain first right of refusal for all Corporation athletic events. Any sport or particular event not retained for broadcast by Contractors shall become available to other stations and/or cable outlets.

J. PROMOTIONAL AIDS

Contractors shall supply the Corporation, at no cost to the Corporation, the promotional aids hereinafter listed:

1. Promote any event to be telecast by Contractors for a minimum of two (2) days prior to scheduled event.
2. Contractors shall tag all legal station identifications, whenever possible, with "Television home of the Fresno State Bulldogs".
3. A minimum 20,000 bumper stickers.
4. Purchase of one-half (1/2) page in each of the football and men's basketball programs and one-quarter (1/4) page in seven (7) additional sports programs at existing published prices.

The above printed aids (J.3 and 4) will be arranged for and produced by Corporation in conjunction with the Contractors. The cost shall be borne by Contractors at a cost not to exceed \$4,000.00.

K. FACILITIES AND SERVICES PROVIDED BY CORPORATION

1. Provide the necessary number of credentials to television staff (talent, production crew, etc.) for admission to FSU events (home and away) being broadcast live and/or taped for sports shows and highlight tapes.
2. Provide space on all charters (at a pro-rated fee) for ten (10) talent/staff covering road games, if so desired. Costs shall be borne by Contractors.
3. Provide a travel itinerary listing flights, hotels, etc., so that ten (10) talent/staff can make similar travel arrangements, if so desired, for non-charter travel.

4. Provide informational, editorial, and production assistance as necessary for live telecasts, sports shows, PSA's, highlight/recruiting films, campus segment, etc.
5. Provide four (4) complimentary VIP parking passes (South Lot) for the length of the contract for the Bulldog football season: two (2) for the announcers and two (2) for the two (2) Contractors' general managers.

L. CONTACTS

1. The Contractors' "Executive Producer" shall be the contact between Contractors and Corporation at all times. Contractors shall advise Corporation, in writing, who said Executive Producer shall be sixty (60) days prior to first telecast of the particular sport each year while agreement is in effect.

ACCESS

M. ACCESS AND ADMISSION TO EVENTS

1. Home Events: the Corporation shall furnish Contractors with specific parking privileges necessary for production and broadcast of all home events. The Contractors' working personnel shall be furnished with press credentials for each event. Twenty (20) working press credentials will be furnished by Corporation on a no-charge basis for home events. Contractors shall be responsible for controlling these credentials.
2. Away Events: the Sports Information Office for Corporation shall make all arrangements with the host institution for out-of-town games to provide twenty (20) working press credentials and access to game site for production equipment and talent personnel.

GUIDELINES

N. BROADCAST GUIDELINES

1. Contractors will broadcast announcements, program materials, or report of activities concerning the event or the athletic events under the jurisdiction of the Corporation as may be supplied or requested by its Sports Information Office; however, this provision is not to be taken to mean that Contractors are relinquishing its responsibility of deciding whether such material is of news value or interest and whether or not it should be broadcast.
2. Contractors shall comply with all applicable, current Corporation Broadcast Regulations for athletic events and with the broadcast regulations of NOR-PAC, PCAA, PSC, and NCAA. The Corporation shall provide the Contractors with a complete list of such regulations by

the first day of each contract year.

3. Corporation reserves the right to amend or cancel this agreement in the event changes in either the broadcast regulations of the associations set forth in Paragraph N.2 above or NCAA policy should necessitate such action to assure the University is in conformity with those regulations. Corporation will consult with the Contractors before implementing such changes.
4. Corporation exclusively retains all rights to all broadcast materials. Contractors may be given first right of refusal in writing for additional telecasts if such telecasts are for the exclusive benefit of the Corporation; such telecasts may be subject to additional fees. If Corporation requests additional, delayed telecasts for cable, Contractors will supply, at no cost to Corporation, a minimum of five (5) duplicate tapes.
5. The exclusive rights of this agreement are for commercial, live telecasts of athletic events under the jurisdiction of the Corporation. Highlight excerpts may be used by Contractors in sportscasts or in promotional announcements.
6. Except as authorized by the scope and terms of this agreement, all rights to reproduce, distribute and use taped reproductions of game broadcasts or any portion thereof originating under this agreement shall be reserved by, and for the exclusive benefit of the Corporation and no such rights may be permitted without the express written consent of the Corporation except for material originated by Contractors. The Contractors shall be given first right of refusal concerning the above material.
7. Corporation guarantees that during NCAA sponsored home football games there will be a minimum of two (2) media time-outs per quarter at the first change of possession after the 10 and 5 minute marks on the game clock. During NCAA sponsored men's basketball games, there will be a minimum of four (4) media time-outs per half at the first dead-ball situation after the 16-12-8 and 4 minute marks on the official clock.
8. Reserving Copyright Ownership. Corporation shall own the copyright in all broadcasts (live or delayed), films, videotapes and recordings of events telecast pursuant to this agreement. Notice of the Corporation copyright shall be included as part of every Corporation sports event telecast made pursuant to this agreement. The notice shall consist of the symbol c or the word "Copyright," followed by the year that the event is first telecast and the name "California State University, Fresno Athletic Corporation", and shall appear in the opening and closing credits.

the first day of each contract year.

3. Corporation reserves the right to amend or cancel this agreement in the event changes in either the broadcast regulations of the associations set forth in Paragraph N.2 above or NCAA policy should necessitate such action to assure the University is in conformity with those regulations. Corporation will consult with the Contractors before implementing such changes.
4. Corporation exclusively retains all rights to all broadcast materials. Contractors may be given first right of refusal in writing for additional telecasts if such telecasts are for the exclusive benefit of the Corporation; such telecasts may be subject to additional fees. If Corporation requests additional, delayed telecasts for cable, Contractors will supply, at no cost to Corporation, a minimum of five (5) duplicate tapes.
5. The exclusive rights of this agreement are for commercial, live telecasts of athletic events under the jurisdiction of the Corporation. Highlight excerpts may be used by Contractors in sportscasts or in promotional announcements.
6. Except as authorized by the scope and terms of this agreement, all rights to reproduce, distribute and use taped reproductions of game broadcasts or any portion thereof originating under this agreement shall be reserved by, and for the exclusive benefit of the Corporation and no such rights may be permitted without the express written consent of the Corporation except for material originated by Contractors. The Contractors shall be given first right of refusal concerning the above material.
7. Corporation guarantees that during NCAA sponsored home football games there will be a minimum of two (2) media time-outs per quarter at the first change of possession after the 10 and 5 minute marks on the game clock. During NCAA sponsored men's basketball games, there will be a minimum of four (4) media time-outs per half at the first dead-ball situation after the 16-12-8 and 4 minute marks on the official clock.
8. Reserving Copyright Ownership. Corporation shall own the copyright in all broadcasts (live or delayed), films, videotapes and recordings of events telecast pursuant to this agreement. Notice of the Corporation copyright shall be included as part of every Corporation sports event telecast made pursuant to this agreement. The notice shall consist of the symbol c or the word "Copyright," followed by the year that the event is first telecast and the name "California State University, Fresno Athletic Corporation", and shall appear in the opening and closing credits.

9. Inclusion in Contracts to Assure "Fixation" of Telecasts of Events.

- a. Contractors shall film or videotape each event broadcast pursuant to this agreement and shall make and preserve such copies of the film or tape and evidence of fixation of the broadcast as may be requested by Corporation for copyright purposes. A copyright notice, consisting of the symbol c or the word "Copyright", followed by the year that the event is first telecast and the name "California State University, Fresno Athletic Corporation" shall be placed on both the actual videotapes or tape cassettes of the telecasts, and the cases or containers in which the videotapes or cassettes are kept.
- b. Contractors shall provide Corporation with a written statement that each broadcast made pursuant to this agreement was recorded and the manner in which it was recorded (by videotape of entire broadcast, replay tape or audiovisual logger).

0. SPONSOR LIMITATIONS

1. When an event that is an NCAA and PCAA telecast supersedes the telecast rights granted by this Agreement, then such NCAA or PCAA telecast, made pursuant to rights granted by either of those organizations, shall be subject to the sale of advertising by Contractors and/or Station which shall be within the NCAA standards for sponsor limitations, which are as follows:
 - a. Advertising policies of the NCAA are designed to exclude those advertisements that do not appear to be in the best interests of higher education. The executive director (NCAA) shall have the authority to rule in cases where doubt exists concerning acceptable advertisers and advertising copy of game programs, broadcasts and telecasts of NCAA championships; however, the following expressly are prohibited: alcoholic beverages (except malt beverages, beer and wine as limited hereafter), cigarettes or tobacco used for purposes of smoking, political organizations (except for the offices of president and vice-president of the United States), professional sports organizations or personnel (except as specified hereafter) and organizations promoting gambling.
 - (1) Advertising of malt beverages, beer and wine may be used in game programs if consistent with the policy of the host institution. Such advertisements, however, shall not comprise more than 14 percent of the space in the program devoted to advertising or not more than 90 seconds per hour of any telecast or broadcast (either a single 60-second commercial and a 30-second commercial or three 30-second