

MARKS RIGHTS AGREEMENT

BY AND BETWEEN

GLOBAL SPORTS CONSULTANTS, L.L.C.,
D/B/A JET SET SPORTS

AND

COOPERATIVE SPORTS, L.L.C.,
D/B/A COSPORT

ON THE ONE HAND

AND

OLYMPIC PROPERTIES OF THE UNITED STATES --
SALT LAKE 2002, L.L.C.

ON THE OTHER HAND

MARCH 24, 2000

11CS - 63234/301 - 0018512.06



JSS 01414

APPENDIX G
ROYALTIES

1. Cash Royalties.

a. Base Cash Royalties. The Companies shall pay \$7,500,000 in base cash royalties to OPUS according to the schedule specified below.

b. Additional Cash Royalties. The Companies shall continue to make all payments due the USOC under the 1998/2000 USOC Services Agreement (a minimum of \$1,750,000) and under the USOC 2004 Services Agreement (a minimum of \$1,500,000). (As of the date hereof, OPUS acknowledges that \$650,000 has been paid by Companies under the 1998/2000 USOC Services Agreement). Such amounts paid directly to the USOC shall be deemed additional royalties paid by the Company in connection with the sponsorship granted under this Agreement.

c. Payments. All base cash royalty payments due OPUS under Paragraph 1(a) of this Exhibit G shall be paid by check or by wire transfer in accordance with the following instructions:

Bank Name & Address: Bank One
1225 17th Street
Denver, CO 80202

Account Name: Olympic Properties of the
United States - -Salt Lake 2002, LLC

ABA/Routing Number: 102001017
Account Number: 108-014-820-6

The schedule for royalty payments is as follows:

<u>Date</u>	<u>Payment</u>
Upon execution of this Agreement	\$1,000,000
October 30, 2000	\$1,500,000
July 31, 2001	\$1,500,000
October 31, 2001	\$1,000,000

January 31, 2002	\$1,000,000
January 31, 2003	<u>\$1,500,000</u>
TOTAL	<u>\$7,500,000</u>

2. VIK

a. Base VIK. The Companies shall deliver the following to or at the direction of OPUS as base VIK under this Agreement:

♦ Little America Rooms. Companies will purchase and provide to SLOC one hundred (100) rooms at the Little America Grand Hotel in Salt Lake City during the eighteen (18) day period of the Games. With the mandatory food and beverage charges associated with these rooms, the value of these rooms over this eighteen (18) day period is \$2,160,000.

SLOC shall be entitled to make such rooms available to NBC on the terms and conditions specified in NBC's Television Agreement with SLOC and the IOC for the broadcast of the Games in the United States. SLOC agrees to pay to Companies the amount received from NBC in connection with the procurement of these rooms (including all associated mandatory food and beverage charges), which amount is currently estimated to be \$1,221,345.

♦ Tickets. Companies will purchase and deliver to SLOC not less than fourteen thousand (14,000) Type II tickets for the Games, with an approximate market value of \$1,400,000, which SLOC may use or distribute in connection with its Games-related youth and education programs.

♦ Assignment of Vehicles. SLOC will assign to Companies one hundred and ten (110) vehicles (vans and 4-wheel drive sport utility vehicles), each with an appropriate competition venue access permit and parking pass, such as provided to OPUS Sponsors, for the period of time commencing on the day prior to the Opening Ceremonies of the Games and continuing through the day following the Closing Ceremonies. SLOC will assign drivers for the vehicles in compliance with the requirements of the agreements under which the vehicles have been provided to OPUS (and thereby to SLOC) and Companies' personnel and

representatives will be prohibited from driving these vehicles. In consideration thereof, Companies will pay to SLOC \$1,500,000. Fifty percent (50%) of the amount due shall be paid to SLOC no later than June 30, 2001, and the remainder shall be paid no later than December 31, 2001. Companies will enter into a separate agreement with SLOC for these vehicles which will include provisions relating to Companies' responsibility for physical damage to the vehicles, insurance requirements, and specific requirements for drivers.

♦ Lease of Buses. Companies will lease from SLOC forty-seven (47) buses, each with a competition venue access permit and parking pass consistent with those made generally available to Games sponsors, at the rate of \$2,400 per bus, per day, for not less than nineteen (19) days, for a total of \$2,143,200. Fifty percent (50%) of the amount due for such leases shall be paid no later than June 30, 2001, and the remainder shall be paid no later than December 31, 2001.

♦ Additional Credit for Rooms at Little America. Companies agree to provide \$525,000 of credit to OPUS for use at the Little America Hotel in Salt Lake City during the period January 6, 2000 through February 6, 2002. OPUS shall be entitled to use this credit to book rooms at the applicable business rack rate at the time of booking.

b. Additional VIK. The Companies shall continue to deliver all travel and hospitality services due the USOC as value-in-kind under the 1998/2000 USOC Hospitality Services Agreements (a total value of up to \$50,000, of which any remainder may be rolled-over under the 2004 USOC Hospitality Services Agreement), and shall pay up to \$500,000 of the USOC's hospitality costs and expenses at (i) Olympic Park, and (ii) The Tattersall Club, during the period of the 2000 Olympic Games, as specified in the 2004 USOC Hospitality Services Agreement. Such value-in-kind delivered directly to the USOC shall be deemed additional royalties paid by the Company in connection with the sponsorship granted under this Agreement.