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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

ORIGINAL

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Deandrea G. Benjamin, Circuit Judge for The Fifth Judicial Circuit

Case No. 2009-CP-40-0189

George M. Lee, III, and Elizabeth Sims, ...Plaintiffs

Of Whom, George M. Lee III is the.....Appellant

v.

University of South Carolina and the University of South Carolina
Gamecock Club.....Respondents

RECORD ON APPEAL

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STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

George M. Lee, III, and Elizabeth Sims,

Plaintiffs,

v.

University of South Carolina and the
University of South Carolina Gamecock
Club,

Defendants.

IN THE COURT OF COMMON PLEAS

Civil Action Number:
2009-CP-40-00189

ORDER AND JUDGMENT ON BEHALF OF
DEFENDANTS

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CLERK OF COURT

This matter is before this Court pursuant to a non-jury Complaint requesting a declaratory judgment to determine if the Plaintiffs are entitled to tickets at various University of South Carolina Sports facilities without further compensation based on a Memorandum of Agreement dated March 9, 1990. A trial was held in this matter on May 9, 2012. Present for the Plaintiff as counsel was Mark Hardee. Present for the Defendants as counsel were Will Davidson and Joel Hughes. After carefully considering the record before this court, including the exhibits and testimony set forth in this trial, this Court hereby finds for the Defendants, University of South Carolina and the University of South Carolina Gamecock Club.

FINDINGS OF FACT

This Court finds the facts as follows:

1. Prior to March 9, 1990, Plaintiff¹ had been a member of the Gamecock Club at the Full Scholarship membership level. In order to maintain Gamecock Club membership at the Full Scholarship level, Plaintiff was required to pay \$1,000.00 annually.

¹ No evidence was submitted by or on behalf of Elizabeth Sims at trial. Accordingly, she has abandoned her claims. Thus, "Plaintiff" refers to George M. Lee, III.

2. The Plaintiff entered into Memorandum of Agreement (the "Agreement") with the Defendants on March 9, 1990, which is Plaintiff's Exhibit No. 1. The Agreement consists of three pages of numbered paragraphs and an Exhibit A.
3. As part of the Agreement, the Plaintiff was required to irrevocably assign to the Gamecock Club, as sole owner and beneficiary, a whole life insurance policy valued at a minimum of \$100,000.00. The Plaintiff was to pay the premium payments of at least \$1,000.00 annually for eight years until the policy was paid up.
4. During the first eight years, in exchange for paying the premiums, Plaintiff was entitled to the Lifetime Scholarship level of membership in the Gamecock Club.
5. After eight years, the Agreement provided two options: 1) make no further contributions to the Gamecock Club and revert back to Full Scholarship membership level; or, 2) continue paying \$500.00 annually to maintain Lifetime Full Scholarship membership in the Gamecock Club.
6. According to the Agreement, as a Lifetime Full Scholarship member of the Gamecock Club, Plaintiff would "have the opportunity to purchase tickets entitled to the Gamecock Level or membership presently held." The Agreement further read "[t]here will be no guarantee as to where ticket assignments will be located. Assignments will be made according to membership priority in accordance with the Gamecock Club By-laws." Exhibit A to the Agreement noted the Plaintiff was to receive "Four Season Football Tickets (Best Available)" and "Additional Four Season Football Tickets (Total of 8)" amongst other benefits.²

² Neither party disputes that Plaintiff has always been and still is required to purchase those season tickets.

7. Since entering into the Agreement, the Plaintiff has bought from the University's Athletic Department football season tickets and received four seats in Section 5 (50 yard line, lower level, West side) and four seats in Section 103.³
8. Prior to the 2009 football season, the University's Athletic Department implemented the Yearly Equitable Seating (YES) Program, which assigned a seat donation to every season ticket in Williams-Brice Stadium.
9. The seat donation was implemented in lieu of raising ticket prices because the donation format was more fan-friendly in that it provided certain tax benefits.
10. All Gamecock Club members who purchase season tickets in the stadium are responsible for paying the seat donation attached to the ticket. Since implementing the program, the Plaintiff has paid for his season tickets, including the seat donations attached to each ticket, under a reservation of rights. The University Athletic Department has provided the Plaintiff with these season tickets in accordance with his timely payments.
11. Seat donations under the YES Program, along with ticket prices, go to the University's Athletic Department to fund facility upgrades. Gamecock Club membership dues are retained by the Club to fund scholarships for student-athletes.
12. The benefit of Plaintiff's bargain was that he was able to receive the benefits of a higher level of membership in the Gamecock Club and not have to pay Gamecock Club dues yearly.

CONCLUSIONS OF LAW

Based on the findings of fact, this Court makes the following conclusions of law:

³ The Plaintiff testified during trial these seats originally were his father's tickets, but the Gamecock Club worked with him and allowed him the opportunity to purchase those same seats after his father passed away.

1. The Plaintiff alleges the Defendants breached the Agreement by implementing the YES Program and requiring him to pay the seat donation as well as the price published on the ticket. The Defendants assert they have fully complied with all terms of the Agreement, and thus, the Plaintiffs' cause of action must fail.
2. This Court concludes, and the parties agree, the Agreement is unambiguous on its face. When a contract is clear and unambiguous, the construction of the contract is a question of law for the court. *Moser v. Gosnell*, 334 S.C. 425, 430, 513 S.E.2d 123, 125 (Ct. App. 1999). In construing the terms of a contract, the foremost rule is that the court must give effect to the intentions of the parties by looking *to the language of the contract*. *Id.* (emphasis added). When the language of a contract is clear, explicit, and unambiguous, the language of the contract *alone* determines the contract's force and effect and the court must construe it according to its plain, ordinary, and popular meaning. *Id.* Because the Agreement is unambiguous, extrinsic evidence is not admissible to create an ambiguity or to show the intent of the parties. *Bellamy v. Bellamy*, 292 S.C. 107, 111, 355 S.E.2d 1, 4 (Ct. App. 1987) (holding that extrinsic evidence is admissible to resolve ambiguities, not create them, and the parties' intent must be determined from within the four corners of an unambiguous contract).
3. The Plaintiff introduced a number of documents, outside the four corners of the Agreement, purportedly to explain its rationale and the intent of the parties⁴. Because the language and terms of the Agreement are unambiguous, those documents are extrinsic evidence and are not admissible to either create an ambiguity or to determine the intent of the parties.

⁴ Defendants made contemporaneous objections to the introduction of these documents. Even if the Court considers this extrinsic evidence, the conclusions of the Court would not change.

4. As previously noted, the Agreement provided the Plaintiff "the opportunity to purchase tickets entitled to the Gamecock Level or membership presently held." At the time the Agreement was executed, the Plaintiff was a Full Scholarship level member. Thus, by executing the Agreement, he became a Lifetime Full Scholarship member. He was entitled to no more and no less than any other Gamecock Club member at the Full Scholarship level. It is without dispute that all Gamecock Club members, including all Full Scholarship level members, are required to pay the applicable seat donation prior to receiving their tickets.
5. The Plaintiff clearly retains the opportunity to purchase tickets. He concedes he has continuously, without interruption, received his tickets in exchange for his payment of the seat donation and the face value of the season tickets. The implementation of the YES Program does not interfere with the Plaintiff's "opportunity to purchase tickets," which remains fully intact⁵. Since the Plaintiff has not demonstrated, and the evidence does not show, that he has ever been denied the opportunity to purchase his season tickets, the Defendants have not breached the Agreement.
6. Because the Agreement in question is not ambiguous, this Court declines to read any ambiguity into the document. Likewise, the Court declines to look anywhere other than within the four corners of the Agreement to determine the intent of the parties. As the Defendants have complied with the terms of the Agreement, there can be no action for breach of contract. Accordingly, this cause of action is dismissed.

⁵ The Court, however, would note the Defendants implemented the YES Program in attempt to benefit all Gamecock Club members by creating the seat donation, which provides a tax benefit. The Court recognizes, and the Plaintiff concedes, the Defendants simply could have increased ticket prices in line with the funds raised by the YES Program, which would have been ineligible for any tax benefit as the cost of the ticket.

CONCLUSION

Therefore, this Court hereby enters judgment on behalf of the Defendants as to all counts, and therefore, this matter is dismissed.

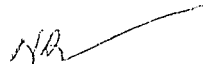
IT IS SO ORDERED.



The Honorable Deandra G. Benjamin
Circuit Judge for The Fifth Judicial Circuit

Columbia, South Carolina

6-10, 2012



STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)
George M. Lee, III, and Elizabeth Sims,)
Plaintiffs,)
v.)
University of South Carolina and The)
University of South Carolina Gamecock)
Club,)
Defendants.)

IN THE COURT OF COMMON PLEAS

COMPLAINT
(Non-Jury-Declaratory Judgment)

NOTED
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JEANETTE M. HEBRIDE
C.C.P. & G.S.

The Plaintiffs complaining of the Defendants would respectfully show:

1. The Plaintiffs are citizens and residents of Richland County, South Carolina.
2. The University of South Carolina is a public university organized under the laws of the State of South Carolina and does business and owns property in Richland County, South Carolina.
3. The University of South Carolina Gamecock Club, upon information and belief, is an organization organized under the laws of the State of South Carolina, and works in conjunction with, and under the authority and supervision of The University of South Carolina's Athletics Department, and does business in South Carolina.
4. The Plaintiffs are avid supporters of The University of South Carolina's Athletics, as was their father before them.
5. Part of the Lee Family Tradition is to attend The University of South Carolina sporting events, and over the years the family has made generous donations to The University of

South Carolina, and have obtained seating preferences for the Lee Family in consideration for this support.

6. In order to secure the seating privileges of the Lee Family for perpetuity, the Plaintiffs signed a Memorandum of Agreement with the Defendants dated March 9, 1990. This Memorandum of Agreement is attached as Exhibit 1.

7. As part of the agreement, Plaintiffs each agreed to assign and contribute to the Gamecock Club the face amount of a whole life insurance policy valued at a minimum of \$100,000.00, and to pay the annual premiums over a period of eight years until the policy was paid up, at which time The Gamecock Club would own the paid up policy. (Exhibit 1)

8. In consideration of the above, Plaintiffs were designated lifetime scholarship donors for the eight years they paid on the policy, which would entitled them to all of the privileges and benefits pertaining to that designation as set forth in Exhibit A of the Memorandum of Agreement. (Exhibit 1)

9. The Memorandum of Agreement provided that Plaintiffs would have the opportunity to purchase tickets at the Gamecock level of membership presently held, again in making reference to Exhibit 1.

10. Although, the Memorandum of Agreement provided that there was no guarantee as to the exact ticket assignments, according to Exhibit 1, the seats would be assigned in the category "**best available**". [*Emphasis added*]

11. After eight years of paying on the insurance policy, the Memorandum of Agreement provided that Plaintiffs could continue the benefits of that contract, should they choose to remain a Gamecock Club member, with annual contributions, which they have chose to do.

12. Plaintiffs have faithfully lived up to all conditions of the Memorandum of Agreement, and Plaintiffs have been assigned seats in various in sports facilities being operated by The University of South Carolina including William Brice Stadium, The Colonial Center, and formerly at Sarge Frye Baseball Field. The family has been assigned the same seats at Williams Brice Stadium for decades.

13. On or about August of 2008, Plaintiffs were notified by the Defendants of a new program and policy adopted by the Defendants which would radically change the terms and conditions of the Memorandum of Agreement attached as Exhibit 1 to this Complaint.

14. According to the new policy, which the Defendants refer to as the YES Program, Plaintiffs would be required to pay an additional \$350.00 per seat, in addition to the consideration already required by the Memorandum of Agreement attached as Exhibit 1, in order to keep their current seats. Otherwise, Plaintiffs would be reassigned seats that were not the "best available."

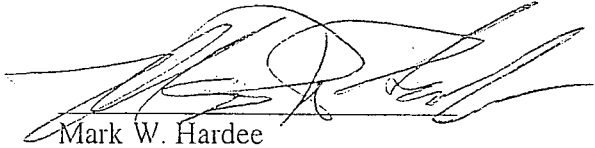
15. Plaintiffs have been assigned their current seats since for decades, and have been satisfied during that time period that those seats fell in the category of "best available".

16. Changing the conditions under which Plaintiffs would be able to keep the seats previously assigned to them, violates the Memorandum of Agreement, attached as Exhibit 1, and will cause Plaintiffs irreparable harm.

17. Plaintiffs are is entitled to an Order of this Court clarifying the rights of the parties, and determining that the Memorandum of Agreement (Exhibit 1), entitles Plaintiffs, under the current circumstances, to retain the current seating assignments at Williams Brice Stadium and The Colonial Center, and to the best available seats at the new baseball field without further compensation.

WHEREFORE, having fully complained of the Defendants, the Plaintiffs would pray for an Order of this Court determining the rights of parties pursuant to the Memorandum of Agreement, attached as Exhibit 1, and declare that Plaintiffs are entitled to the seats that have previously been assigned to them for the various University of South Carolina sports facilities in the past, pursuant that Agreement without further compensation, and for such other and further relief as this Court deems just and proper.

THE HARDEE LAW FIRM



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January 17, 2009

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

George M. Lee, III, and Elizabeth Sims,)

Plaintiffs,)

v.)

University of South Carolina and the)

University of South Carolina Gamecock)

Club,)

Defendants.)

IN THE COURT OF COMMON PLEAS

Civil Action Number:
2009-CP-40-00189

ANSWER

The Defendants answer the Complaint of the Plaintiffs as follows:

FOR A FIRST DEFENSE

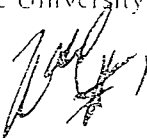
1. The Complaint fails to state a claim upon which relief can be granted.

FOR A SECOND DEFENSE

2. The Plaintiff, Elizabeth Sims, lacks standing to pursue any claims against the Defendants

FOR A THIRD DEFENSE

3. The Defendants deny each and every paragraph not hereinafter, admitted, qualified or explained.
4. That as to paragraph 1, the Defendants would admit same upon information and belief.
5. That as to paragraph 2, the Defendants would admit that the University of South Carolina is a public university organized under the laws of the State of South Carolina and would crave reference to such laws as to the duties of the University.



6. That as to paragraph 3, the Defendants would deny same as stated. By way of explanation, the Defendants would allege that the Gamecock Club is not a legal entity incorporated pursuant to the Secretary of State of the State of South Carolina but is part of the University of South Carolina's Athletic Department.

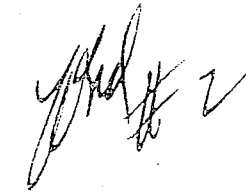
7. That as to paragraph 4, the Defendants would admit that George M. Lee, III, is a supporter of the University of South Carolina as was his father. But that as to the remaining allegations, the Defendants lack sufficient information upon which to form a belief as to the truth and veracity of same, and therefore denies same and demands strict proof thereof.

8. That as to paragraph 5, the Defendants lack sufficient information upon which to form a belief as to the truth and veracity of same, and therefore denies same and demands strict proof thereof.

9. That as to paragraph 6, the Defendants would admit that a Memorandum of Agreement was executed by George M. Lee, III with the University on or about March 9, 1990 and that the Defendants would crave reference to such agreement as to the terms, conditions, benefits and privileges afforded thereto. That as to the remaining allegations, the Defendants would deny same and demand strict proof thereof.

10. That as to paragraph 7, the Defendants would admit Plaintiff George M. Lee, III, in accordance with memoranda did obtain a life insurance policy and would crave reference to the terms and conditions of the agreement and policy of insurance.

11. That as to paragraph 8, the Defendants would admit that Plaintiff George M. Lee, III, was designated a lifetime scholarship donor and would crave reference to the terms and conditions of the Memorandum of Agreement as to all privileges and benefits afforded thereunder.



12. That as to paragraph 9, the Defendants would crave reference to Memorandum of Agreement as to the terms and conditions concerning purchasing of tickets and contributions to be made to the University through the Gamecock Club.

13. That as to paragraph 10, the Defendants would crave reference to the Memorandum of Agreement as to ticket assignments.

14. That as to paragraph 11, the Defendants would crave reference to the Memorandum of Agreement as to the terms and conditions of same. The Defendants would admit that upon an annual contribution to be determined by the Gamecock Club on an annual basis, the Plaintiff George M. Lee, III, could remain and receive a lifetime full scholarship membership.

15. That as to paragraph 12, the Defendants would admit only that the Plaintiff George M. Lee, III, has paid annual contributions to be determined by the University and has been assigned seats at various sporting events, including those at Williams Brice Stadium, the Colonial Center, and former baseball field. That as to the remaining allegations, the Defendants lack sufficient information upon which to form a belief as to the truth and veracity of same, and therefore denies same and demands strict proof thereof.

16. That as to paragraph 13, the Defendants would admit that on or about August 2008, the Plaintiff George M. Lee, III, was advised by the Defendants of an additional contribution required under their membership in the Gamecock Club/University of South Carolina organization. That as to the remaining allegations, the Defendants would deny same and demand strict proof thereof.

17. That as to paragraph 14, the Defendants would admit that under the "YES Program," the annual contribution to the University is required for certain seating at the

Handwritten signature and number 3

University's athletic events. That as to the remaining allegations, the Defendants would deny same and demand strict proof thereof.

18. That as to paragraph 15, the Defendants lack sufficient information upon which to form a belief as to the truth and veracity of same, and therefore denies same and demands strict proof thereof.

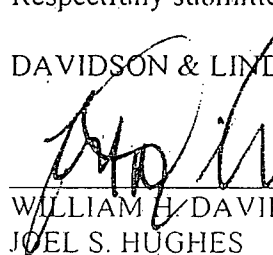
19. That as to paragraph 16, the Defendants would deny same and demand strict proof thereof.

20. That as to paragraph 17, the Defendants would deny same and demand strict proof thereof.

WHEREFORE, having fully answered the Complaint of the Plaintiffs, the Defendants pray that the Complaint be dismissed with prejudice, for the costs of this action, and for such other and further relief as the Court deems just and proper.

Respectfully submitted,

DAVIDSON & LINDEMANN, P.A.



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ATTORNEYS FOR DEFENDANTS

COLUMBIA, SOUTH CAROLINA

April 6, 2009

1 THE WITNESS: I'll try not to do the he
2 said/she said.

3 THE COURT: All right.

4 A I was contacted by David Hegarty and made aware of
5 this program and given the program materials. And
6 the Lifetime program consisted of several different
7 levels.

8 As I recall, you could be a Lifetime -- Full
9 Scholarship member by either making a one time
10 donation of a hundred thousand dollars to the
11 University or by an insurance policy that would be
12 owned by the Athletic Department and you would
13 make -- agree to make the premium payments and they
14 would be the beneficiary of the policy, which is
15 the choice that I made.

16 Q At that time in 1990, what was your economic
17 position? Where were you in your life? Were you
18 still at school? Out of school? What were you
19 doing?

20 A I finished law school in '88. I was preparing to
21 get married. Fairly broke. It was a big
22 expenditure.

23 Q I will show you what I will mark as Exhibit 1.

24 (WHEREUPON, Plaintiff's Exhibit No. 1
25 was marked for identification only.)

1 A Yes, sir.

2 Q I represent to you it is a letter signed by you
3 with a memorandum of agreement attached.

4 A Yes, sir.

5 Q With your signature. And then there is also
6 attached a memorandum of agreement with your
7 signature and someone on behalf of the University.

8 A Representative, -- yes, sir. The first one is a
9 letter to Ms. Kim Stanley, who had some position at
10 the Gamecock Club at that time. And it is dated
11 March 9, 1990.

12 And it basically informs her that, enclosed --
13 Dear Kim. Enclosed is a completed contract for my
14 Gamecock Life membership. And I asked her to
15 change -- asked that her records be changed to
16 reflect that the membership was being purchased in
17 my name, George M. Lee, III, and not my father's
18 name.

19 And I gave her my social security number and
20 also told -- you have the right to name an heir, a
21 one time heir, which was a big thing with this
22 program, because under the regular Gamecock Club
23 rules as they existed at that time, tickets were
24 not assignable, not inheritable. And this allowed
25 you to name one heir. And I was not married at

1 that time and told her that I planned on naming my
2 heir to the membership through my will, which I
3 have done.

4 And the next agreement is actually the actual
5 contract that was given to us drawn by the
6 University that sets forth the consideration and
7 the agreement between the parties as to what you
8 would have to do in order to qualify for this
9 program to become a Lifetime insurance member and
10 what your ongoing responsibilities of the parties
11 would be.

12 Q And, just briefly, this agreement involves not just
13 football tickets, but other tickets as well?

14 A Yes. Well, there is actually an Exhibit A. And it
15 gives you first priority to I believe four season
16 football tickets. I'm referring to Exhibit A,
17 which is referred to in the contract. And it gives
18 you a right to four season football tickets, best
19 available, four additional season football tickets,
20 for a total of eight. Assigned reserved parking.
21 Second priority on away and bowl game tickets. And
22 tickets may be assigned to one designated heir.
23 Then it gives you the right to four season
24 baseball -- basketball tickets, excuse me, best
25 available. Assigned parking at coliseum, if

1 available. Then second priority on away and
2 tournament game tickets. And second priority on
3 any tickets involving any other University of South
4 Carolina athletic event.

5 Q You mentioned earlier two ways that you were told
6 you could have a Lifetime membership. Payment on
7 life insurance -- which one is this?

8 A This one is life insurance.

9 Q Okay. And briefly explain how life insurance would
10 be. Who -- what were you supposed to do under this
11 contract?

12 A When I underwent a medical examination, it was
13 approved for a hundred thousand dollar life
14 insurance policy. And I was to make the premium
15 payments. It was a hundred thousand dollars. The
16 owner of the policy would be the Athletic
17 Department or the Gamecock Club, I forget which,
18 but it is one or the other. And the donor, it
19 clearly says in the agreement in Paragraph 2, the
20 donor does not retain any benefits under the
21 policy.

22 So it was meant as a way for Gamecock Club
23 members to help insure the future of the program.
24 In other words, I was 30 at the time. Some folks
25 I'm sure were older, because there were 240 of us

1 originally, I believe, plus or minus, that bought
2 these programs. And just the contract says what
3 type were the requirements for the insurance and
4 everything. And then it said that -- they had done
5 some estimates that the policy would be paid in
6 full based on current interest rate calculations.

7 Q Let me ask you this. So it was not a term policy,
8 it was more of a whole life policy?

9 A I believe so, yes.

10 Q Explain how that was supposed to work.

11 A Well, they had done some calculations based on
12 interest earned on the policy that at the end of --

13 MR. DAVIDSON: Your Honor, I know it is
14 non-jury, and I appreciate Mr. Lee, but what the
15 University did or did not do in coming up with the
16 program would obviously be hearsay.

17 If he wants to say how much he paid for his
18 premium, that is fine. But to get into what the
19 University did or did not do to figure out is this
20 or is this not viable would all be hearsay and
21 would be offered for the truth.

22 MR. HARDEE: No, sir, that is not true. He
23 hasn't said what was said.

24 Second, I've got a letter that is going to be
25 introduced either next or eventually where the

1 University says what he just says.

2 All I want to do is to understand this is not
3 a term policy, he only pays for a certain amount of
4 years. It builds up enough equity where then it is
5 continuing and he doesn't have to pay anymore.

6 THE COURT: All right, I am going to overrule
7 the objection. He can -- I think he can testify to
8 what his understanding of it was.

9 THE WITNESS: Yes, ma'am, I understand.

10 MR. DAVIDSON: I don't have a problem with
11 that, Your Honor.

12 Q Go ahead. Talk about how the insurance policy was
13 supposed to work.

14 A Okay. Well, I'm just -- and to avoid the hearsay
15 issue, I am going to refer to Paragraph 3 of the
16 agreement. And it says:

17 Donor agrees to pay the annual premiums of a
18 sum not less than \$1,000 on the above described
19 policy to the Gamecock Club for a period of eight
20 years until the policy is paid up, at which time
21 the Gamecock Club will own the paid up policy. At
22 this time, the cash value of the policy will
23 continue to pay the premiums throughout the life of
24 the donor. The donor shall provide a copy of the
25 policy to the club and be responsible for any other

- 1 premiums that might come due on the policy. The
- 2 Gamecock Club reserves the right to make payments
- 3 on the policy should the donor refuse to do so.
- 4 Q And that's Paragraph 3?
- 5 A Yes, sir.
- 6 Q And that sets out the terms of what you are
- 7 supposed to do?
- 8 A Yes, sir.
- 9 Q Okay. Look at Paragraph 4.
- 10 A Yes, sir.
- 11 Q What does Paragraph 4 of the contract set out?
- 12 A Well, it basically says, Paragraph 4:
- 13 The University of South Carolina Gamecock Club
- 14 does hereby acknowledge the receipt of said
- 15 insurance policy and agrees that in exchange for
- 16 this gift and the agreement by donor to make all
- 17 premium payments, donor will be designated as a
- 18 Lifetime scholarship donor for the eight years
- 19 he/she is paying on the policy with all the
- 20 privileges and benefits pertaining thereto as set
- 21 forth in attached Exhibit A, attached hereto and
- 22 made a part hereof, and the terms of which are
- 23 incorporated herein by reference.
- 24 Q Now, when you say Exhibit A, was that the --
- 25 A That is the exhibit that I referenced earlier.

1 Q Okay.

2 A In accordance with said attachment, George M. Lee,
3 III will have the opportunity to purchase tickets
4 entitled to the Gamecock level of membership
5 presently held. There will be no guarantee as to
6 where ticket assignments will be located.
7 Assignments will be made according to membership
8 priority and in accordance with the Gamecock Club
9 by-laws.

10 Q And what does Exhibit A again say about football
11 tickets?

12 A I have first right. I have best available on four
13 and -- well, four season football tickets, best
14 available.

15 Q Okay.

16 A Additional four season football tickets, total of
17 eight.

18 Q Now, after the eight years, or whenever the policy
19 became self-sustaining, what does the contract set
20 out in Paragraph 5?

21 A Well, Paragraph 5 gave you a number of options.

22 Upon the completion of eight years the donor
23 will have an option. Make no further contributions
24 to the Gamecock Club and receive Full Scholarship
25 benefits for the remainder of his/her lifetime.

1 In other words, you would go down a notch from
2 Lifetime Full, back to Full Scholarship. And at
3 the time these agreements were done, Full
4 Scholarship was pretty much -- shortly thereafter
5 they did have Silver Spur, but for years Full
6 Scholarship was top dog in the pecking order.
7 There was nothing higher.

8 Or you can make an annual contribution of \$500
9 or more to the Gamecock Club and continue to
10 receive the Lifetime Full Scholarship membership in
11 the Gamecock Club, which includes any inheritance,
12 if any named heir.

13 That is the option that I chose in writing.

14 Q I will show you some exhibits.

15 A Yes, sir.

16 THE COURT: At this time you --

17 MR. HARDEE: Oh, I would like to introduce 1
18 in evidence.

19 THE COURT: Any objection?

20 MR. DAVIDSON: None, Your Honor.

21 (WHEREUPON, Plaintiff's Exhibit No. 1
22 was admitted into evidence.)

23 Q And I show you what I'm going to mark as Exhibit 2,
24 which is a series of letters from you and to you.

25

1 (WHEREUPON, Plaintiff's Exhibit No. 2
2 was marked for identification only.)

3 MR. HARDEE: And if you want to take a moment
4 to look through these. And I want him to do the
5 same thing.

6 Q Just look through these.

7 A Yes, sir.

8 Q It is just a packet of things to you and from you.
9 Just look through them and then we'll ask you to
10 identify them.

11 A I'm familiar with these, yes, sir.

12 Q Are those letters to you and from you regarding the
13 contract, which is Exhibit 1?

14 A Yes. And the tickets -- my father died in 1990.
15 At the time of his death he had two Full
16 Scholarships. My sister and I had the Lifetime
17 Scholarship, so we had a wealth of tickets. We had
18 32 season tickets. And my mother was elderly and
19 had no interest. And so what I simply asked him is
20 that, since I had been sitting in those -- we had
21 been sitting in those seats since childhood --
22 well, since Williams-Brice -- since I had been
23 going to football games there, very young -- if we
24 could have his seats and his parking place, because
25 the contract doesn't provide that you would be

1 guaranteed a certain seat.

2 And they agreed to that. And so the first
3 letter is a letter to Dennis Toney regarding that
4 transfer. And that is dated October 29th, 1990.

5 The second one is a letter to me from Dennis
6 Toney where he enclosed a copy of the seating
7 records for both myself and my sister. And it
8 indicates the seating assignment for each
9 membership.

10 And says he has passed along his request for
11 the parking to the Gamecock Club, which ultimately
12 they did give us the same parking places.

13 And these dealt with basketball tickets, which
14 we are no longer buying, but also the football
15 tickets where we still sit today.

16 And then -- let me see if there is another
17 exhibit. My original October 5th, 1990 letter
18 where I thanked Dennis for -- he and Coach Baker
19 cooperating with me concerning the allocation of my
20 father's season football and basketball tickets.
21 And I identified these tickets for him, because he
22 had asked me to do so.

23 And I also indicate in there that -- actually,
24 the last check my father did before dying was to
25 pay for his basketball tickets.

1 And then --

2 Q What is the first -- the very last letter?

3 A Letter just indicating -- and this was common
4 knowledge. They had some difficulty getting the
5 contracts and mail-outs to us since becoming a
6 Gamecock Life member from Art Baker, Executive
7 Director, Gamecock Club, on Athletic Department
8 stationary.

9 Since we have -- Dear Gamecock Life member.
10 We have had some difficulty getting your contracts
11 and mail-outs to you since becoming a Gamecock Life
12 member.

13 MR. DAVIDSON: Your Honor, we would have an
14 objection as to some of these documents, and I can
15 put that on the record now.

16 MR. HARDEE: Okay.

17 MR. DAVIDSON: Just so we can have a record.

18 THE COURT: All right. Yes, sir.

19 MR. DAVIDSON: Your Honor, my understanding is
20 the first several documents, which are all dated
21 October 29th and October 30th, 1990; the Athletic
22 Department seating update, which are three forms;
23 the October 5th, 1990; the October 4th, 1990, all
24 those letters deal with basically seating and
25 trying to get the seats transferred over to

1 Mr. Lee, III, as opposed to -- I think your father
2 was junior, right?

3 THE WITNESS: Yes, sir.

4 MR. DAVIDSON: From his father who passed away
5 about that time.

6 If all of those are introduced just to show
7 the process of trying to get seats transferred back
8 and forth, I have no problem with that.

9 The February 20th, 1990, I do, Your Honor,
10 because the contract in this case was March the
11 9th, 1996, as signed by Mr. Lee, which is marked as
12 Exhibit 1 to this trial by the Plaintiff. So it
13 predates the contract.

14 Number Two, it is the University's position
15 that the contract and the language concerning the
16 issues in this case are not ambiguous. And under
17 the case of Bellamy v. Bellamy, extrinsic evidence,
18 which this letter would be, would be admissible
19 solely to resolve an ambiguity.

20 We take the position there is not one. And
21 does not -- the introduction of extrinsic evidence
22 cannot be used to create an ambiguity.

23 So if the purpose of the February letter,
24 which predates the contract, is to try to create
25 some type of ambiguity, it is extrinsic, and it is

1 our position you cannot create an ambiguity using
2 extrinsic evidence.

3 The Court has to review the contract in its
4 entirety to determine whether or not there is or is
5 not an ambiguity, and that is a question of law,
6 not a question of fact.

7 And that is our position on the documents,
8 Your Honor.

9 MR. HARDEE: Our position, Your Honor, the
10 documents are directly related to the contract,
11 directly related to seating, which is what the
12 contract and why we are here -- sitting here today.

13 It also shows a course of conduct by them and
14 what the University actually, how they interpret
15 the contract, which there is no ambiguity if they
16 interpret it the same way we do. I agree with
17 them. This shows you how they interpreted it back
18 then. Of course, they are not here today to say
19 that, but the letter did.

20 He talks about membership priority tickets.
21 That is what he called them, membership priority
22 tickets. And this shows you the course of conduct
23 for 20 years under this agreement, how everybody
24 thought it was unambiguous, so everybody was
25 operating under it.

1 The Court can certainly make that decision in
2 a non-jury setting, but I think it is very
3 relevant, all these tickets. These are directly
4 related to the contract and how the parties
5 operated under this contract.

6 THE COURT: All right. I am going to overrule
7 the objection. Well, I think the objection is just
8 to the last page, is that correct?

9 MR. DAVIDSON: Correct, Your Honor. I
10 understand there was some movement of tickets and
11 trying to get tickets from his father to him. And
12 the University accommodated him on that.

13 The last one is the primary objection because
14 if they are trying to use it to create an ambiguity
15 or try to show what they said regarding it.

16 Number One, the contract wasn't signed until
17 March 9th by Mr. Lee.

18 And, Number Two, you can't enter -- you have
19 to make the decision is the contract ambiguous or
20 not. They can't introduce extrinsic evidence to
21 create an ambiguity. And that is the Bellamy case.

22 THE COURT: Well, that is not the purpose he
23 said he is offering it for.

24 MR. HARDEE: It just explains how everybody
25 agreed to this. It is not ambiguous at all.

1 Everybody -- the contract itself talks about it,
2 that they have priority tickets.

3 MR. DAVIDSON: You have to look at the --

4 MR. HARDEE: And, Your Honor, the thing is, it
5 is not just simply switching seats from one person
6 to another. This is him, Mr. Lee, under the
7 contract picking these seats. And he has best
8 available seats. He wants his father's seats.
9 They are not 50-yard line seats, they are probably
10 not best available. That is what he wanted, and
11 that is what they gave him under the contract.
12 These are the seats that he asked for and these are
13 the seats that he was granted under the contract.

14 THE COURT: All right. I'm going to overrule
15 the objection. Are you going to move these in?

16 MR. HARDEE: And I would move those in
17 evidence.

18 THE COURT: And with the objection to the last
19 page noted for the record.

20 MR. DAVIDSON: Thank you, Your Honor.

21 (WHEREUPON, Plaintiff's Exhibit No. 2
22 was admitted into evidence.)

23 A Mark, do you want me to continue?

24 Q Yes, please.

25 A Okay. The letter, once again, February 20th, 1990.

1 Dear Gamecock Club Life member. We have had
2 some difficulty getting your contracts and
3 mail-outs to you since becoming a Gamecock Club --
4 Gamecock Life member. Please accept my apologies.
5 Some of the problems have to do with getting your
6 personal membership on the computer. Other
7 problems have come along with processing all of the
8 policies, in addition to the contracts themselves
9 taking several stops on campus to complete. Your
10 membership is in good standing. Neither your
11 membership priority, tickets or parking will be
12 affected in any negative way. You should be
13 receiving your contract and all other materials
14 from the Gamecock Club in the near future.

15 Again, please accept our apologies if you have
16 been inconvenienced in any way by these delays.

17 Sincerely, Art Baker, Executive Director.

18 Q Now, during this time period were you keeping up
19 payments on your life insurance policy?

20 A Yes, sir.

21 Q And did you continue until the required end of
22 payments on that policy?

23 A Yes, sir. As a matter of fact, I mailed my check
24 this year -- this week for the 2013. I always pay
25 ahead.

1 MR. HARDEE: One moment, Your Honor.

2 THE COURT: All right.

3 (Pause.)

4 Q I show you a letter dated March 27th. I will mark
5 that as Exhibit 3.

6 (WHEREUPON, Plaintiff's Exhibit No. 3
7 was marked for identification only.)

8 A Yes, sir.

9 Q Do you remember getting that letter?

10 A Yes, sir.

11 Q What is that letter?

12 A Well, this is a letter from Herb Sharpe, Executive
13 Director of the Gamecock Club. And it is dated
14 March 27th, 1997. It is addressed to my attention
15 at my home address at the time. And it is In Re:
16 Gamecock Club Life Insurance Membership.

17 Dear Mr. Lee. In 1989 you began a Gamecock
18 Club Life Insurance membership through the purchase
19 of a \$100,000 whole life policy with the University
20 of South Carolina Gamecock Club designated as the
21 beneficiary and owner. The membership you
22 established granted Gamecock Club lifetime benefits
23 which you have enjoyed for the past eight years.

24 Q What does that say again, Gamecock lifetime what?

25 A Benefits.

1 Q Okay. Go ahead.

2 A When the Gamecock Club Life Insurance Program was
3 established it was anticipated, based on quite
4 optimistic interest rate projections, that the cash
5 value build up in eight years would pay the premium
6 throughout the remaining life of the policy. This
7 has not occurred. We have yet to realize the
8 needed cash value to insure the intended \$100,000
9 face value. If you wish to realize the full gift
10 to the Gamecock Club, we would be happy to discuss
11 the additional premium needed. At this time our
12 best guess is an additional four years will be
13 necessary to fully fund the policy. Having
14 completed the eight year period, you can select one
15 of the following three options.

16 A. Pay no further contributions and revert
17 membership to paid up Full Scholarship membership.

18 B. Pay \$500 annually and maintain a Lifetime
19 Full Scholarship membership.

20 Q Stop there. You picked --

21 A I picked B, yes, sir.

22 Q No need to go to C.

23 A Yes, sir.

24 Q Okay. What does it say if you select Option B?

25 A The selection of Option B would protect your seat

1 assignments -- in other words, I would keep my
2 current seats -- for football and/or basketball;
3 maintain the priority to purchase four away and
4 bowl game tickets; and maintain lifetime
5 inheritance policy of your designated heir.

6 Q I'm going to show you what I will mark as Exhibit
7 4.

8 I move Exhibit 3 in evidence.

9 THE COURT: Any objection?

10 MR. DAVIDSON: None, Your Honor.

11 (WHEREUPON, Plaintiff's Exhibit No. 3
12 was admitted into evidence.)

13 (WHEREUPON, Plaintiff's Exhibit No. 4
14 was marked for identification only.)

15 Q I show you what is marked as Exhibit 4.

16 A Thank you.

17 Q What is that?

18 A This is the election form. University of South
19 Carolina Gamecock Club Life Insurance Program.

20 Q Okay.

21 A It says, please initial your selection of either
22 Option A, Option B or Option C, and then sign and
23 date the agreement below. Please return this form
24 to our office no later than April 25th, 1997 so
25 your decision can be maintained on file. The

1 selection of Option A or B will be a one time only
2 selection and cannot be changed in the future.

3 I checked Option B, signed it, dated it
4 April 17th, 1997, and returned it to the Gamecock
5 Club.

6 Q And you continue to pay \$500 a year for that
7 membership?

8 A Yes, sir, I do.

9 Q Go back to Exhibit 1, the memorandum of agreement.

10 A Exhibit A? Excuse me?

11 Q No, Exhibit 1, of the trial.

12 A Of the contract?

13 Q We are at trial today. I put in Exhibit 1 was the
14 agreement.

15 A I have got it, Exhibit 1. Yes, okay.

16 Q Is that letter what is referred to in Paragraph 5?

17 A Yes, sir.

18 Q Okay. And go ahead and refresh our memory. What
19 does Paragraph 5 anticipate?

20 A Well, upon -- Paragraph 5 of the contract. Upon
21 completion of eight years, donor will have an
22 option.

23 A. Make no further contributions to the
24 Gamecock Club and receive Full Scholarship benefits
25 for the remainder for his or her lifetime. The

1 donor will revert back to the Full Scholarship
2 inheritance policy of spouse only at that time.

3 B. Make an annual contribution of \$500 or
4 more to the Gamecock Club and continue to receive
5 the Lifetime Full Scholarship membership in the
6 Gamecock Club, which includes an inheritance of any
7 named heir.

8 Q Was your understanding the same as the executive
9 director's of the Gamecock Club, that the selection
10 Option B would protect your seat assignments?

11 MR. DAVIDSON: I'm not sure if he can -- how
12 could he say what somebody else was thinking, Your
13 Honor?

14 MR. HARDEE: He clear as day can say what he
15 says in this letter. What he says clearly
16 unambiguously in this letter.

17 Q Is that your understanding --

18 THE COURT: Hold on one second.

19 MR. HARDEE: Yes, ma'am.

20 THE COURT: I'm looking at the contract.
21 Which letter?

22 MR. HARDEE: The letter is Exhibit 3, I think.

23 THE COURT: Okay.

24 MR. DAVIDSON: The letter will speak for
25 itself. He can't get into interpreting what

1 somebody says in regard --

2 MR. HARDEE: I didn't ask for that. The
3 letter speaks for itself. It says that the
4 selection of Option B would protect your seat
5 assignments for football and basketball. And my
6 question to him was, is that your understanding as
7 well. That is their understanding. Is that his
8 understanding, to make sure it is unambiguous that
9 his seat assignment will be protected.

10 THE COURT: All right. Well, he can -- he
11 can't say what somebody else said, but he can
12 testify as to what he may -- what he understood.

13 MR. DAVIDSON: I agree. Thank you, Your
14 Honor.

15 Q So they said in this letter your seat assignment
16 will be protected. Was that your understanding?

17 A Absolutely, yes, sir.

18 Q Okay. Well, is that what occurred?

19 A Do I still sit in the same seats? Yes. Has the
20 contract been honored? No.

21 Q All right. I show you what is going to be marked
22 Exhibit 5.

23 A Yes, sir.

24 MR. HARDEE: Your Honor, at this time I would
25 move 4 into evidence.

1 THE COURT: You move Number 4 in? Any
2 objection?

3 MR. DAVIDSON: None, Your Honor.

4 (WHEREUPON, Plaintiff's Exhibit No. 4
5 was admitted into evidence.)

6 (WHEREUPON, Plaintiff's Exhibit No. 5
7 was marked for identification only.)

8 MR. DAVIDSON: And if you will give me a
9 minute to look at this, I would appreciate it.

10 THE COURT: And this has been marked for
11 identification as Number 5?

12 THE COURT REPORTER: (Nods affirmatively.)

13 Q What is this letter dated April 1992?

14 A Well, this is a copy of my season football ticket
15 application and indicating that I -- the date by
16 which it needs to be returned and indicating that
17 members will retain their previous priority on
18 seating provided they continue to contribute at the
19 same level or higher. And that is the second
20 sentence, first paragraph.

21 And then if you go to the second paragraph:

22 As we enter into the SEC and ticket demand
23 increases, it is imperative that you return them.

24 And then the last sentence of Paragraph 2:
25 Season tickets are assigned in priority order with

1 the following levels of membership having priority
2 on the number of tickets listed.

3 Lifetime has first priority, followed by
4 Silver Spur, Full Scholarship, Half Scholarship.
5 And that is really probably, in my opinion, the
6 crux of the whole problem, because after this time
7 period you now have higher levels of giving and --

8 MR. DAVIDSON: Your Honor, it is not a
9 question. He is just now starting to give a
10 monologue of what his thoughts are and what is
11 going on now. The question dealt with this letter.

12 THE COURT: Sustained. Just answer the
13 question.

14 A I answered it. I'm fine.

15 Q One thing. This letter talks about ticket prices
16 have increased this year. You are not -- you don't
17 claim your contract gives you any ticket pricing
18 change, do you?

19 A No.

20 Q Okay.

21 A I have to pay face value for the tickets.

22 MR. HARDEE: I would move to enter this as
23 Exhibit 5.

24 MR. DAVIDSON: No problem.

25 THE COURT: All right. It will be entered as

1 Exhibit 5 without objection.

2 (WHEREUPON, Plaintiff's Exhibit No. 5
3 was admitted into evidence.)

4 (WHEREUPON, Plaintiff's Exhibit No. 6
5 was marked for identification only.)

6 Q How -- from 1990 in the contract, how long did the
7 same course of conduct occur as far as your seat
8 assignments and your getting seats under the
9 contract?

10 A I think till 2007.

11 Q Okay. And then did that change?

12 A Oh, yes.

13 Q How did it change?

14 A Well, we received -- the YES program was
15 implemented, and we received a program. All the
16 Gamecock Club members received it and it was called
17 Yearly Equitable "YES" Seating. And the Garnet Way
18 was established.

19 And they go on to say in the introductory that
20 the Yearly Equitable Seating has already been
21 adopted in some form by nearly every other
22 university in the SEC and our in-state rival. And
23 they ask you to embrace this program.

24 And basically after receiving this, I
25 requested a meeting with Mr. Jeff Crane of the

1 Gamecock Club to get some clarification on this.
2 And I met with Jeff shortly thereafter.

3 And the one that you have handed me here --
4 and I'm on Page 9, or it is C-009 -- where they
5 give the priority and Lifetime members first
6 priority.

7 There was another earlier one, as I recall,
8 that I had that didn't even recognize the Lifetime
9 members, but this one does. I think that was just
10 a mistake and it was clarified.

11 Basically, what the YES program asked is to --
12 for you to sign a letter of intent. And in this
13 letter of intent there was a, as my understanding
14 of it was, a voluntary seat donation. In other
15 words, an additional donation assigned to each
16 seat.

17 In my case, it was \$320 per seat times eight.
18 So the license fees are actually as much or more
19 than my tickets.

20 It was initially not to be called a license
21 fee, but a voluntary donation, because a donation
22 would be tax deductible, but a license fee would
23 not.

24 And I met with Mr. Crane and told him about
25 our situation as Lifetime members my objection to

1 this, why I objected to it.

2 And he respectfully disagreed.

3 And as part of that, I said, well, what we
4 could do is --

5 MR. DAVIDSON: Your Honor, I don't have a
6 problem. If we are trying to get into settlement
7 negotiations or him trying to work this out, then I
8 would have a problem with that, yes.

9 MR. HARDEE: I think he is embarrassed by what
10 he is about to say, which he probably should be,
11 but it generally doesn't have anything to do with
12 the case.

13 A. It doesn't have anything to do with settlement
14 negotiations, as far as I know. I mean --

15 THE COURT: Well, let's see what he says.

16 Q Go ahead.

17 A I may be wrong, and if so accept my apologies
18 in advance, but --

19 Q Go ahead and say what you were going to say.

20 A Well, what I said is, basically, why don't we just
21 submit it to arbitration and let a judge decide and
22 agree to be bound by it and then we won't have to
23 go through any of this, and let someone smarter
24 than all of us tell us what the contract means.

25 And I was rebuked.

1 Q Now, how did this change your dealings with the
2 University? Do you still get the same seats or
3 what did you have to do?

4 A Well, no. I actually -- if -- and I did this with
5 baseball tickets. I sent in the ticket price, and
6 I would always send a letter in saying that I
7 didn't believe I had to pay these fees under my
8 contract. I would attach a copy of the contract
9 every year for football, basketball and baseball,
10 as a number of other Gamecock Club members would
11 do, and I would say in the letter that I was paying
12 the fees under right of reservation because I had a
13 contract.

14 But what I found out is if you just mailed the
15 ticket price in, they withheld your tickets. And
16 so it really was not a voluntary donation because
17 if I didn't send in the extra \$320 per ticket on
18 football, I could not get my tickets. And I
19 questioned how that could be voluntary. Still to
20 this day question that. It doesn't meet any
21 definition I have ever seen of voluntary.

22 Q So you would get tickets, but which tickets would
23 you get?

24 A I get the same tickets that I had been getting, but
25 I couldn't get anything unless I paid the

1 additional fee.

2 Q I got you.

3 A My position was that I had had a contract and had
4 paid for the right to buy those tickets based upon
5 my agreement with the Gamecock Club insurance
6 policy and continuing to honor my obligation as I
7 have done.

8 (WHEREUPON, Plaintiff's Exhibit No. 7
9 was marked for identification only.)

10 Q I show you what has been marked as Exhibit 7.

11 A Yes, sir.

12 Q That is a series of tickets for what you talked
13 about where you sent your money in and a series of
14 letters?

15 A Yes. This has to do with my baseball tickets. And
16 it is to Kamryn Hollar, Assistant Ticket Manager,
17 University of South Carolina Athletic Ticket Office
18 In Re: Season Baseball Tickets. My name, George
19 M. Lee, III, Lifetime membership number.

20 And in it I say: Dear Kamryn. As a Lifetime
21 Scholarship member, it is my position that I have
22 the right to purchase season baseball tickets as
23 per my separate contract agreement with the
24 University of South Carolina without the payment of
25 any added premium and/or additional donations for

1 the use of these seats. And I am hereby claiming
2 my legal right to purchase these seats in
3 accordance with the terms and conditions as set
4 forth in my Lifetime contract which was provided to
5 the Athletic Ticket Office as an amendment to my
6 season ticket application(copy attached). The
7 enclosed payment in the amount of \$300 for 2009
8 seat license fees is being made under right of
9 reservation and this payment in no way waives any
10 contractual rights that I have under my Lifetime
11 Full Scholarship contract with the University of
12 South Carolina.

13 And then I tell her, should she have any
14 questions to please free to contact me.

15 MR. HARDEE: I move these into evidence as one
16 exhibit.

17 THE COURT: That is Plaintiff's 7?

18 MR. HARDEE: I think it is 6? 7?

19 THE COURT: Did you move 6 in?

20 MR. HARDEE: I would like to move 6 into
21 evidence.

22 THE COURT: All right. Any objection?

23 MR. DAVIDSON: None, Your Honor.

24 THE COURT: Any objection to 7?

25 MR. DAVIDSON: No, Your Honor.

1 THE COURT: Six and 7 will be admitted without
2 objection.

3 (WHEREUPON, Plaintiff's Exhibit No. 6
4 was admitted into evidence.)

5 (WHEREUPON, Plaintiff's Exhibit No. 7
6 was admitted into evidence.)

7 Q Look at the back two pages of the exhibit.

8 A Back two pages of this exhibit?

9 Q Yes, sir.

10 A Yes, sir. One moment.

11 (Pause.)

12 MR. DAVIDSON: Your Honor, I am going to note,
13 just so we don't clutter the record, as to 6, my
14 argument about the extrinsic evidence.

15 THE COURT: You object?

16 MR. DAVIDSON: And I understand your ruling.

17 A Counsel, are --

18 MR. HARDEE: I don't understand. That is what
19 changed the whole contract. But, anyway. All
20 right.

21 A You are referring to a fax transmittal sheet from
22 the University of South Carolina Ticket Office?

23 Q I am. And the page after that.

24 A Okay, that is from -- this is from Kamryn Hollar.

25 Q How do they -- what is their description in those

1 two documents of what it is?

2 A It is a license fee.

3 Q Okay. To get particular seats?

4 A Yes.

5 Please see attached invoice regarding 2009
6 seat license fee.

7 And then Gamecock Ticket Office invoice
8 clearly says, 2009 Gamecock baseball seat license.

9 Q Now, we've been going through documents and we got
10 choppy.

11 Let me ask this question. Have you abided by
12 the contract with the University Gamecock Club
13 regarding your Lifetime membership?

14 A To the letter. In fact, I think they had a short
15 year -- never really figured out that deal -- they
16 had a short year of giving when this thing started.
17 I actually paid that. So it was a double dip for
18 that year, for 1990. I paid two times.

19 Q And has the University consistently lived up to
20 their agreement of the contract?

21 A Well, up until 2007.

22 MR. DAVIDSON: Your Honor, note an objection.

23 THE COURT: I'm sorry. The objection?

24 MR. DAVIDSON: Your Honor, he is trying to get
25 into what the University may or may not have done.

1. MR. HARDEE: I said they breached the
2 contract, Your Honor. So he can't testify in a
3 breach of contract case whether the University
4 breached the contract?

5 MR. DAVIDSON: He can testify what his
6 perception is.

7 THE COURT: In his opinion.

8 MR. HARDEE: When he says they breached the
9 contract, that is what --

10 A In my opinion.

11 THE COURT: Okay.

12 A As I sit here today, I honored the contract
13 faithfully, and the whole game changed in 2007,
14 2008, whenever it was when they came out with this
15 YES program.

16 Q How did that breach the contract?

17 A Well, they have now -- they will withhold my
18 tickets if I do not make another donation. I have
19 made my donation. My \$500 donation is all I'm
20 required to do to receive those seats under the
21 contract.

22 And they have steadfastly -- if you don't mail
23 it in, they do not -- they will not release your
24 tickets.

25 So, Number One, it is not a voluntary donation

1 in any way, shape or form. And they continue to do
2 so. And there are 200 people out there that in
3 good faith entered into these contracts. And I
4 have made a bad deal that I didn't like before, but
5 always honored it. There are a few right now I
6 wish I could just say, well, I know what I agreed
7 to, but I'm not going to abide by it.

8 And my opinion is that they have kicked all of
9 us to the curb. And based upon larger donors
10 coming in, and we have priority theoretically on
11 the best available tickets.

12 MR. DAVIDSON: Your Honor, his idea of why and
13 whatnot isn't relevant to this case. The case
14 involves whether or not under the contract, which
15 is Exhibit 1, there has been a breach based on what
16 we believe to be clear and unambiguous language.

17 THE COURT: The objection is sustained.

18 Q Okay. Has the University and Gamecock Club since
19 approximately 2007 protected your seat assignments
20 for football and/or basketball?

21 A Yes.

22 Q Okay. At what cost?

23 A Face value price of the tickets and the \$500
24 donation.

25 Q Since 2007 have they protected your seat

1 assignments?

2 A Well, provided I make the \$500 payment, but then I
3 have to pay an additional voluntary donation; and
4 if I don't pay it, I don't get my seats.

5 Q And is that what you are claiming today is the
6 breach of contract?

7 A Yes.

8 Q Okay.

9 MR. HARDEE: That's all I have.

10 THE COURT: Please answer any questions
11 Mr. Davidson may have.

12 CROSS-EXAMINATION

13 BY MR. DAVIDSON:

14 Q Mr. Lee, I want to make sure I'm correct about
15 this, if you don't mind.

16 A Yes, sir.

17 Q Sometime around 1990 you became what has been
18 referred to as a Lifetime Full Scholarship donor,
19 correct?

20 A 1988, I think. It was late '88 when I finished law
21 school. I'd have to go back and look in my file,
22 but, yes.

23 Q I appreciate that. Listen to my question a second.
24 Okay? Around 1990 you became a Lifetime Full
25 Scholarship?

- 1 A Oh, yes, yes, yes. Eighty-nine or '90.
- 2 Q All right. In 1989-90, to become a Full
- 3 Scholarship donor, you had to pay on a yearly basis
- 4 a donation to the Gamecock Club of approximately a
- 5 thousand dollars, is that correct?
- 6 A Yes, sir, the best of my recollection.
- 7 Q Okay. And I'll just show you -- I've got actually
- 8 an '89 brochure with Sparky Woods on the top.
- 9 A They listed all of us.
- 10 Q And they actually -- well, this is the media guide.
- 11 And it shows, in fact, that for a Full Scholarship
- 12 if you pay on a yearly basis a donation --
- 13 A Uh-huh.
- 14 Q -- to join the Gamecock Club of a thousand dollars,
- 15 you became a Full Scholar?
- 16 A Correct.
- 17 Q Okay. And your understanding that the Gamecock
- 18 Club's purpose is to provide scholarships to
- 19 student athletes within the University, correct?
- 20 A Yes.
- 21 Q Okay. Now, it is also my understanding that
- 22 presently if I wanted to go out and buy a Gamecock
- 23 Club membership --
- 24 A Uh-huh.
- 25 Q -- and I'm not a member right now, and I wanted to

1 become a Full Scholarship donor --

2 A Uh-huh.

3 Q -- I would have to pay \$1,500 donation --

4 MR. HARDEE: Objection.

5 Q -- for the Gamecock Club, correct?

6 A I do not know that.

7 MR. HARDEE: This has nothing to do with the
8 contract. The way I observe the contract, this has
9 absolutely nothing to do with the contract. This
10 is totally extrinsic of anything in the contract
11 about what he would probably pay today or whether
12 this was a good deal or not. This is a strict
13 contract, as he pointed out. And for him to talk
14 about other people and how they operate and what
15 kind of money they have to pay is totally
16 irrelevant.

17 THE COURT: Mr. Davidson, how is this
18 relevant?

19 MR. DAVIDSON: It will show in fact what the
20 contract purpose was and intent.

21 THE COURT: The original contract?

22 MR. DAVIDSON: Yes, Your Honor.

23 MR. HARDEE: That he says is totally
24 unambiguous and speaks for itself and you don't
25 need extrinsic evidence.

1 MR. DAVIDSON: This is within the face of the
2 contract, Your Honor.

3 THE COURT: All right, I will give him some
4 leeway on this.

5 Q You agree it was \$1,500 if I wanted to become a
6 Gamecock Club member Full Scholarship?

7 A If you say so. I don't know.

8 Q Okay, well --

9 A Because I have been operating under my contract
10 from 1990.

11 Q I will show you, and see if this refreshes your
12 memory. This is actually the --

13 A Sure.

14 Q -- playbook, or what they call the playbook for the
15 University. And it shows Full Scholarship \$1,500,
16 correct?

17 A That may be what it is presently.

18 Q Okay.

19 A I still don't know what that has to do with me.

20 Q Right now, as of 1997 or thereabouts, you are only
21 paying \$500 in accordance with Plaintiff's Exhibit
22 3 and 4?

23 A I'm paying as provided by the contract.

24 Q Okay.

25 A Yes.

1 Q And you are paying basically \$500 a year to
2 maintain a Lifetime Full Scholarship?

3 A Correct. Which is the offer that was -- what the
4 contract called for and what the University did.

5 Q I think Mr. Hardee asked, ticket prices since you
6 have been a member of the Gamecock Club, either a
7 Full Scholarship donor or a Lifetime Full
8 Scholarship, have gone up over the years, correct?

9 A Yes.

10 Q I think in fact you showed that the ticket price in
11 your Exhibit 5, regular season tickets in 2002 were
12 \$108 for a season ticket, is that correct?

13 A If that is what it says, yes, sir.

14 Q Okay. Let me show you --

15 A I don't have any reason to doubt that.

16 Q Okay. I understand. I just want to make sure the
17 record is complete.

18 A Yes, \$875 for the -- for four season tickets, or
19 eight season tickets, whatever I bought.

20 THE COURT: Are you referring to --

21 MR. DAVIDSON: This is Plaintiff's 5.

22 Q So no doubt ticket prices have gone up over the
23 years, correct?

24 A Yes, sir.

25 Q And you paid those, have you not?

1 A Yes, but that is not why I'm here, over ticket
2 prices.

3 Q I understand that, Mr. Lee. But my question is,
4 ticket prices have gone up over the years?

5 A Yes, sir.

6 Q Now, my understanding is, presently, if you want to
7 purchase season football tickets, to have that
8 benefit or opportunity, you have to be a Gamecock
9 Club member, correct?

10 A No. I don't know that. I mean, I know they send
11 these packages out for what they haven't sold. I
12 don't know about Gamecock Club policy. They send
13 me what applies to me and I pay it. And then I pay
14 the other fee, additional fees that I feel are in
15 contradiction with the contract, separately.

16 Q My question is, though, to buy season football
17 tickets at the University, okay, you have to be a
18 Gamecock Club member, correct?

19 A If you say so.

20 Q You don't know that one way or the other?

21 A No.

22 Q All right. You have to presently pay what is
23 commonly referred to as a seat donation to the
24 University. And in this instance, for that
25 opportunity to buy that seat -- and I understand

1 you disagree with it, but for that opportunity, you
2 have to pay \$325, correct?

3 A Yes, sir. I believe the fees are more than the
4 ticket, but.

5 Q All right. Let me --

6 A I just don't believe it is a donation, I believe it
7 is extortion.

8 Q Well, I appreciate that, Mr. Lee, but let's make
9 sure I can find --

10 A And I think you're right. Well, it is \$325 -- I've
11 got four on the 50-yard line in the west section
12 and four in the club section, so it is at least
13 \$320 a seat.

14 I think the donation, required donation is --
15 or the seat license fee is really what it is -- is
16 more than my tickets.

17 And I am not trying to be difficult, I just
18 don't know some of this.

19 Q Showing you what is Defendant's 1.

20 (WHEREUPON, Defendant's Exhibit No. 1
21 was marked for identification and
22 received into evidence.)

23 A Yes, sir.

24 Q This was actually sent out I believe in the packet
25 that your attorney introduced as Plaintiff's

1 Exhibit 6, correct?

2 A Right.

3 Q And it set forth the mechanism of how you, as a
4 Gamecock Club member, would go about buying season
5 tickets within Williams-Brice, correct?

6 A Under the new program.

7 Q Under the new program?

8 A Yes.

9 Q And it indicates that for the purposes -- to have
10 the ability, the opportunity to buy your tickets,
11 you have to pay now \$325 as a seat donation amount?
12 Do you see that?

13 A Yes, I do.

14 Q And then you were able to keep your seats and pay
15 for the tickets, correct?

16 A Yes. But in my case, I attached an addendum to
17 that.

18 Q And I understand. You objected to that?

19 A Yes. I said I didn't think it applied to me and I
20 thought it was in violation of my contract.

21 Q Now --

22 A But if I didn't pay it, they withheld my seats.

23 Q I understand. Because to buy the tickets, you had
24 to pay the seat donation and for the ticket itself,
25 correct? So --

- 1 A Under their reading of it, yes. Not under mine.
- 2 But, I mean, if I wanted to go, I wasn't getting
- 3 them without paying it.
- 4 Q Assume this is a football seat.
- 5 A Yes.
- 6 Q At Williams-Brice. To have the opportunity to sit
- 7 in this seat -- and your seats are on the 50-yard
- 8 line as well as I remember?
- 9 A Four of them, yes.
- 10 Q To sit on the 50-yard line, to have the opportunity
- 11 to sit in that seat according to the YES program,
- 12 you had to pay a YES payment, a seat donation of
- 13 \$325, and you had to pay for the season ticket to
- 14 sit in this seat, correct?
- 15 A Yes, in violation of my contract.
- 16 Q I understand. But that -- to have that opportunity
- 17 to sit here, you had to pay those two things,
- 18 correct?
- 19 A That's why I referenced extortion earlier because
- 20 you had no choice.
- 21 Q My question is, it is your understanding to have
- 22 the opportunity to sit in that seat, you had to pay
- 23 those two things?
- 24 A I had to --
- 25 Q Correct?

- 1 A I had to do what they told me to do or they would
2 withhold my tickets is what you are going to get.
- 3 Q But my question is --
- 4 A I have answered it.
- 5 Q -- to have the opportunity to do that, you had to
6 sit -- you had to pay those two things?
- 7 A I answered that. No -- and if I did not pay it,
8 they would not give me my tickets, no way. So you
9 call it a donation, I call it something else. I
10 don't mean to be difficult, but a contract is a
11 contract.
- 12 Q Now, the contract, Plaintiff's 1 --
- 13 A Uh-huh.
- 14 Q -- in fact makes the notation that this insurance
15 policy is the property of the Gamecock Club,
16 correct?
- 17 A Correct, yes.
- 18 Q And, in fact, prior to entering this contract you
19 made a donation, approximately a thousand dollars
20 each year to the Gamecock Club?
- 21 A Correct.
- 22 Q To be a Full Scholarship donor?
- 23 A Correct.
- 24 Q And with that donation you were able to, through
25 the University, buy football tickets?

- 1 A Correct.
- 2 Q Now, in Plaintiff's Exhibit 7, you'll note --
- 3 A Uh-huh.
- 4 Q -- that you are actually writing to the University
- 5 Athletic Department, correct?
- 6 A Uh, I'm writing to the Assistant Ticket Manager,
- 7 University of South Carolina Athletic Ticket
- 8 Office.
- 9 Q If you'll look at the invoice under Number 7.
- 10 A Okay.
- 11 Q The checks that you made payable to buy your
- 12 tickets in 2009 to include the seat license --
- 13 A Uh-huh.
- 14 Q -- or the seat donation or the YES payment, which
- 15 is the invoice --
- 16 A Yes, sir, I see it.
- 17 Q It doesn't have a number. Yes, it does. It says,
- 18 bill to George Lee, Wood Duck. It is \$50. That is
- 19 for the license, correct?
- 20 A \$300.
- 21 Q And it is \$300 total. The payment was to USC
- 22 Athletics, correct?
- 23 A No, USC Athletic Ticket Department Office.
- 24 Q Well, my thing is, if you look at how they
- 25 requested the check be made --

1 A Yes.

2 Q -- they ask you to make it to USC Athletics,
3 correct?

4 A Yes.

5 Q Okay. Not to the Gamecock Club, correct? Correct,
6 Mr. Lee?

7 A Yes.

8 Q Now, my understanding is you are still sitting in
9 the same seats you have been sitting in for all
10 these years, correct?

11 A Correct. Well, my children are sitting in them. I
12 don't go much anymore after all this.

13 Q Now, my understanding is that even as early as
14 1992, Plaintiff's Exhibit 5 --

15 A Okay.

16 Q -- when you made your ticket payment for your
17 season tickets you made those to the University
18 Athletic Department, correct?

19 A Let me look at it and see. I don't see a copy of
20 the canceled check, but --

21 Q That's your understanding, correct?

22 A I can't answer that without a copy of the canceled
23 check.

24 Q Well, 2009 you made your payment to the USC
25 Athletic Ticket Office, correct?

1 A That is what they requested it be made to. I just
2 can't answer because I don't have the information
3 in front of me. I have my folder, entire Gamecock
4 Club folder with me. If you would allow me to
5 refresh my recollection I can look and see. I'm
6 not trying to avoid it, but I don't want to give an
7 inaccurate answer.

8 Q As of 2009 you were making those payments to the
9 Athletic Department?

10 A Yes, per the invoice.

11 Q Okay. And that included not only -- I think you
12 referred to it as a seat license, seat donation,
13 the YES payment -- those were also made to the
14 Athletic Department, correct?

15 A I know they were for 2009. I don't see my checks
16 for 2010 or 11, but, I mean, I have them if you
17 want me to look.

18 Q Well, do you want to look at them? I will be glad
19 to let you look at them.

20 A If I can -- if I can look at the file to refresh my
21 recollection, I have my entire Gamecock Club file.

22 MR. HARDEE: I don't see the relevance of
23 this.

24 THE WITNESS: I don't either, but I will --

25 THE COURT: He can -- if he has the file, he

1 can take a look at it.

2 MR. DAVIDSON: He can take a look.

3 Q Take a look, if you don't mind.

4 A Do you want me to come do it there, or --

5 Q Whatever you want to do.

6 MR. HARDEE: Don't want to do it.

7 A This is grasping, but I'll do it.

8 THE WITNESS: Excuse me, Your Honor.

9 (Witness steps down.)

10 THE WITNESS: May I take the file back up here
11 with me?

12 MR. DAVIDSON: However you want to do it.

13 THE COURT: However you want to do it.

14 Q Just find -- if you have got your canceled checks

15 --

16 A I'm pretty sure I've got it.

17 Q -- pull them out and just sit them up on the bench
18 and I'll look at them with you.

19 A I will do so. And you are interested about what
20 year?

21 Q If you have -- do you have the old ones?

22 A I have a lot of stuff in there. This should be in
23 chronological order. Should be.

24 (Pause.)

25 A I apologize for the delay. That's '09.

1 Q It was late in '09.

2 A Well, we have already gone over that. The USC
3 Athletic Ticket Office.

4 Q Okay.

5 A Not the Athletic Department. That was for
6 baseball.

7 Q And that was for the seat license or seat donation?

8 A Yes. And I will give you my check dated
9 11/26/2008, which was cashed in the amount of
10 \$1,268 was made to USC.

11 Q Okay.

12 A And that is for baseball tickets.

13 Q Okay. Does that include your seat license or seat
14 donation?

15 A No.

16 Q Okay. That is just for tickets?

17 A Yes. They billed me and refused to release my
18 tickets until I paid the later amount, which I made
19 to the Athletic Ticket Office. This was made to
20 USC.

21 Q Okay.

22 A Let me keep going back here.

23 (Pause.)

24 A That is the one you refer to. There is another one
25 for -- that is the same one.

1 Q And they have listed it as?

2 A USC Athletics. Baseball seat license fee is what
3 they billed me for.

4 Q Okay.

5 A Now I'll get back into the other.

6 (Pause.)

7 A Well, I could have been wrong, but I don't think I
8 am.

9 (Pause.)

10 A I do not see it in here. I was pretty sure it was.
11 So I can't really answer that question. Wish I
12 could.

13 Q But as of now you are making those payments to
14 either USC or the USC Athletic Ticket Office, is
15 that correct?

16 A I think I have been paying by credit card the last
17 couple of years, so it would be -- as I recall.
18 And that may be why I don't have the last couple
19 ones because we just -- I know we faxed the form in
20 and I paid it by credit card.

21 THE WITNESS: Is it okay to leave this up
22 here, Your Honor? I'll set it on the floor.

23 A And as I recall, my last two or three years, as I
24 will do this year, will be paid either via
25 MasterCard or American Express, or something of

- 1 that nature.
- 2 Q I show you what is in Plaintiff's 7, just to make
- 3 sure.
- 4 A Okay.
- 5 Q This is actually for the tickets for which sport,
- 6 baseball?
- 7 A Baseball, '08.
- 8 Q And it has got a seat donation, \$50?
- 9 A Right.
- 10 Q That is part of the YES program, correct?
- 11 A Yes. This is the check -- the first check I
- 12 referenced a minute ago that I --
- 13 Q And it indicates, make check payable to the
- 14 University of South Carolina, correct?
- 15 A Yes.
- 16 Q In Defendant's 1 where it sets forth the seat
- 17 donation amount?
- 18 A Yes, sir.
- 19 Q That came from the YES program?
- 20 A Yes.
- 21 Q The YES payment was \$325, and it lists seats. And
- 22 you said, keep seats. These are the same seats you
- 23 have had forever, correct?
- 24 A Yes, sir.
- 25 Q And if you don't mind, if you would read for me and

1 for the Court this right here where it says, donor.

2 A Donors will have the opportunity to choose new
3 first priority seats using one of several methods
4 listed inside. The whole paragraph? Well --

5 Q Yes.

6 A All second priority seats designated as relocate
7 seats will be reassigned by the Athletic Department
8 based on giving level and number of points within
9 that level. All second priority seats will be
10 chosen following the assignment of all first
11 priority seats.

12 Q Okay. And what they are telling you in this, in
13 your understanding, to have the opportunity to
14 purchase and keep your seats, you had to tell them,
15 I'm going to keep my seats, the seat donation is
16 \$325 for where you sit, and I'm willing to buy my
17 season tickets, correct?

18 A Say that again. I think I agree with most of it.
19 I may agree with all of it, but you --

20 Q Okay. What they did in this brochure that went out
21 to all the Gamecock Club members, not just Life or
22 whatever, Full Scholarships, anybody.

23 A Right.

24 Q Is it told you, to have an opportunity to buy these
25 tickets, if you wanted to keep your same tickets,

1 you had to note on this form, Defendant's 1, that
 2 you wanted to keep your seats, that you were
 3 willing to pay \$325 -- and I understand you
 4 objected to it -- and you were willing to pay for
 5 the seat, the ticket, correct?
 6 A Well, you use the word willing. And what I would
 7 say is I agree to is they told you what you had to
 8 do.
 9 Q Okay.
 10 A There wasn't any willing to it.
 11 Q All right. Well, let me ask you this. The seats I
 12 think for \$325 -- assume you have seven home games.
 13 A Uh-huh.
 14 Q Okay? That is about \$46 a game, correct?
 15 A If you say so, yes.
 16 Q And if they had said, we're going to charge you \$92
 17 per ticket, would you have had a problem with that?
 18 A It is irrelevant. They didn't say that.
 19 Q But my question is, would you have paid it?
 20 A I don't know. They have got to ask that first.
 21 Q So you wouldn't have a problem --
 22 A I didn't say that.
 23 Q Okay.
 24 A Don't testify for me, now. I didn't say that. I
 25 said that -- I have maintained all along I have a

1 contract that I expect to be honored, but they have
2 never done that.

3 Q Okay. Your contract --

4 A Yes.

5 Q -- provided that this was to the Gamecock Club and
6 by paying essentially premiums -- and how much were
7 your premiums, do you remember, total? How much
8 did you pay premium-wise?

9 A Well, if I paid eight years, I paid \$8,000. And I
10 think that is what I did is paid -- no more than
11 \$9,000.

12 Q Okay. So you paid \$9,000 for an insurance policy.
13 And from now until you pass away you don't have to
14 pay any more Gamecock Club dues other than the \$500
15 you pay a month, correct?

16 A Correct. Per my contract.

17 Q And your beneficiary -- and I don't know who that
18 is, but I assume it may be one of your children --
19 they get to also continue with a Lifetime Full
20 Scholarship for their life as long as they pay \$500
21 a year?

22 A Yes. That was the contract. But I thought we were
23 here talking about a contract, not whether it was a
24 good deal or not.

25 Q And it is your understanding -- I think you read

1 Paragraph 4.

2 A Yes, sir.

3 Q Okay. And it provides certain benefits and
4 privileges to you as a Gamecock Club member,
5 correct?

6 A Let me look at it just to make sure. Which exhibit
7 was that?

8 Q Paragraph 4.

9 A Exhibit 1?

10 Q Yes.

11 A Okay. Thank you.

12 (Pause.)

13 A Yes.

14 Q Okay. And the privileges and benefits you had
15 under this was the opportunity to purchase tickets,
16 in your instance for best available football
17 tickets?

18 A Uh-huh.

19 Q And then another four next available, correct?

20 A Uh-huh. Yes.

21 Q And that was your benefit, correct?

22 A Well, my understanding of it is that I would be
23 able to buy the tickets at face value.

24 Q Okay. And you paid over the years for tickets.
25 They went up in value over the years, correct?

1 A Yes.

2 Q Okay. And the contract clearly says, does it not,
3 in accordance with said attachment, which is A,
4 correct?

5 A Uh-huh.

6 Q George Lee, III?

7 A Right.

8 Q Will have the opportunity to purchase tickets
9 entitled to the Gamecock level or Gamecock
10 membership presently held, correct?

11 A Now, which paragraph is that?

12 Q Four.

13 A Yes. In accordance with said attachment I will
14 have the opportunity to purchase tickets entitled
15 to the Gamecock level or membership presently held,
16 yes.

17 Q It doesn't say anything about how much it is going
18 to be, how they are going to calculate the cost of
19 the ticket, or anything. It just gives you the
20 opportunity to purchase tickets, correct, Mr. Lee?

21 A Uh-huh.

22 Q And that contract was with the Gamecock Club,
23 correct, for your dues?

24 A Yes.

25 Q As a Gamecock Club member?

1 A Yes.

2 Q Thank you.

3 THE COURT: No further questions, Your Honor.

4 MR. HARDEE: I have some follow-up.

5 THE COURT: All right.

6 REDIRECT EXAMINATION

7 BY MR. HARDEE:

8 Q Under this system, in order to have those seats you
9 had to pay additional money, correct?

10 A Yes. You have no choice. It is called a voluntary
11 donation. There is no such thing as voluntary. It
12 is basically -- it is a pay to play. If you don't
13 play they don't release your tickets. Because I
14 tried to just mail in just the ticket amount
15 several times -- one time, and they sent it back
16 and said, no, won't release them.

17 Q And is it a separate amount than the price of the
18 ticket?

19 A Yes.

20 Q So you still have to buy the ticket?

21 A Yes, I have to buy the tickets and pay a donation.
22 I'm not objecting to have to pay for the tickets.

23 Q Right.

24 A And had they raised ticket prices for everyone,
25 then I would have had no objection to that. But I

1 MR. HARDEE: That's all I have.

2 THE COURT: All right, sir, you may step down.

3 THE WITNESS: Thank you.

4 THE COURT REPORTER: I need to keep the
5 exhibits. Excuse me, I need the exhibits.

6 THE COURT: We just need the -- we will take a
7 break.

8 THE WITNESS: Oh, I took the exhibits with me.

9 THE COURT: Yes. The court reporter --

10 THE WITNESS: I was trying to make a quick
11 getaway.

12 THE COURT: -- doesn't like you to take the
13 exhibits.

14 MR. HARDEE: Let me talk to him outside. I
15 might be finished, or I might have one or two brief
16 witnesses.

17 THE COURT: All right, this will be a good
18 time probably to take a break.

19 MR. DAVIDSON: Thank you, Your Honor.

20 THE COURT: We will take about ten minutes.

21 (WHEREUPON, a break was taken.)

22 MR. HARDEE: The Plaintiff rests, Your Honor.

23 THE COURT: You said the Plaintiff rests?

24 MR. HARDEE: Yes, ma'am.

25 MR. DAVIDSON: And I've got to do a non-suit

1 under Rule 41 at this time, Your Honor. I'll try
2 to make this fairly succinct. I think it is 41(b),
3 as well as I remember.

4 Taking the evidence in the light most
5 favorable to the Plaintiff, Your Honor, in this
6 instance there has been no evidence of a breach of
7 a contract by the University Gamecock Club or the
8 University in this case. And I'm going to kind of
9 walk you through this so that you understand why I
10 made that statement.

11 As you know, when contract language is clear
12 and unambiguous, the determination of the party's
13 intent is a question of law for the Court.

14 Whether ambiguity exists in the language of
15 the contract is also a question of law.

16 A contract is ambiguous when it is capable of
17 more than one meaning when viewed objectively by a
18 reasonably intelligent person who has examined the
19 content of the entire integrated agreement and is
20 cognizant of the custom, practice, usage, and
21 terminology generally understood of the particular
22 trade or business.

23 And that comes from the Laser Supply Company
24 case, a 2009 Court of Appeals case.

25 Further, Your Honor, as the Court noted, I

1 made several objections about extrinsic evidence,
2 that extrinsic evidence is admissible to resolve an
3 ambiguity, but not to create one when there is none
4 that exists. And that is the Bellamy case.

5 If you look at the contract or what is titled
6 a memorandum of agreement, which is Plaintiff's
7 Exhibit 1, the Plaintiff in this case at the time
8 he entered into this contract was a Full
9 Scholarship donor. And he was paying a thousand
10 dollars a year donation to the Gamecock Club to be
11 a member of the Gamecock Club.

12 As a result of the Life Program, he paid
13 approximately \$9,000, and he became a Lifetime
14 Gamecock Club Full Scholarship donor.

15 What the contract does is sets up that he no
16 longer, other than \$500 he started paying in '97,
17 he no longer has to pay any dues to the Gamecock
18 Club as long as he pays that \$500.

19 And as a result of that, he gets, as
20 Paragraph 4 says, the opportunity to purchase
21 tickets entitled to the Gamecock level or
22 membership presently held.

23 There has been no showing that he does not
24 have, nor has the University obstructed his ability
25 to purchase tickets from the University for

1 football athletic -- football or athletic tickets.

2 The reason I say that is the contract clearly
3 says, only will have the opportunity to purchase.

4 Mr. Lee has admitted over the years the ticket
5 prices have gone up. The seat license, seat
6 donation, YES premium applies to a seat.

7 To have the opportunity to purchase that seat
8 or to sit in that seat, you have to do two things
9 now. To have that opportunity you have to pay the
10 seat license and you have to buy the tickets. It
11 is not voluntary. It is required. It gives you
12 that opportunity to buy that ticket.

13 The University could have easily upped the
14 ticket prices on every ticket within the stadium,
15 either Williams-Brice, The Ray, the basketball
16 stadium, any of them. And the prices would have
17 gone up. And he has already admitted over the
18 years he has paid that.

19 What the University came up with is for the
20 opportunity to purchase these tickets you now have
21 to pay a seat license or a donation and you have to
22 buy the ticket. If you don't buy the ticket, you
23 don't get the seat. If you don't do the donation,
24 you don't get the seat. The opportunity is still
25 there.

1 Now, the questions I asked about where the
2 checks are made, you make your payment to the
3 Gamecock Club for your dues. Tickets, seat license
4 all go to the University Athletics Department. The
5 Gamecock Club does scholarships for athletes. That
6 is -- when they raise money, that is what it is
7 for. And Mr. Lee acknowledged that. Donations and
8 ticket prices for the seat license go to the
9 Athletic Department.

10 This contract says Mr. Lee no longer has to
11 pay dues. So every year, by virtue of paying \$500,
12 he is saving a thousand dollars because he doesn't
13 have to pay that. And he was 30 years old when he
14 went into this deal. He is now 50. Assume he
15 lives to 70, that is 40 years. That is \$40,000
16 right there, plus what he did for his heirs.

17 So the bargain for this contract is no longer
18 having to pay dues. One of the benefits or
19 privileges is you have the opportunity to buy
20 tickets. And nothing has thwarted that ability.
21 He has just got to pay more money.

22 And so it is our position based on the plain,
23 unambiguous language of the contract, the contract
24 clearly says in Paragraph 4:

25 The University of South Carolina Gamecock Club

1 does hereby acknowledge receipt of said policy and
2 agrees that in exchange for this gift and the
3 agreement by the donor to have all premium
4 payments, the donor will be designated as a
5 Lifetime Scholar donor for eight years he or she is
6 paying on the policy with all the privileges and
7 benefits pertaining thereto as set forth in
8 Attachment A. Attachment A is the ability or the
9 opportunity to purchase tickets. Attached hereto
10 and made a part thereof and the terms of which are
11 incorporated herein by reference.

12 In accordance with the attachment, George Lee
13 will have the opportunity to purchase tickets
14 entitled to the Gamecock Club level or membership
15 presently held. There is no guarantee as to where
16 the ticket assignment will be located. Assignments
17 will be made in accordance with the membership
18 priority in accordance with the Gamecock Club
19 by-laws.

20 In this instance it is clear and unambiguous
21 taking the four corners of this document. One, he
22 paid money for a premium for an insurance policy
23 that no longer requires him to make donations to
24 the Gamecock Club as a Lifetime Full member. And
25 he retains the opportunity to purchase tickets.

1 And the University can raise the ticket prices,
2 they can establish seat licenses, they can
3 establish donation fees, they can do whatever they
4 want in regard to the price of those tickets,
5 because all Mr. Lee has from the benefit of this is
6 the opportunity to buy tickets. And if he decides
7 to exercise that opportunity, he gets four season
8 football tickets, best available, which he has
9 acknowledged he has gotten all these years; an
10 additional four season tickets, total of eight; and
11 the other benefits or privileges that he has been
12 allowed to have. Nothing has been breached in this
13 instance, Your Honor.

14 And it is the University's position that the
15 YES program is nothing more than a license donation
16 that you have to pay to have the opportunity,
17 essentially, three things, he wouldn't agree to
18 one, but you have got to be a Gamecock Club member
19 to get season tickets; you have got to pay a seat
20 license; and you have got to pay for the tickets.
21 There is your opportunity.

22 Thank you, Your Honor.

23 THE COURT: All right, sir.

24 MR. HARDEE: Your Honor, Mr. Davidson just
25 acknowledged that the contract in question gave

1 judgment until the close of all the evidence.

2 I'm not sure if you are going to put up any
3 witnesses, Mr. Davidson, but I'm going to at this
4 point decline to render any judgment at this point.

5 Well, I guess preliminarily I will deny the
6 motion and I will consider all of that at the close
7 of the case.

8 All right.

9 MR. DAVIDSON: Thank you, Your Honor. And I
10 understand and that's fine.

11 MR. HUGHES: May it please the Court, Your
12 Honor? The Defendant would call Jeff Crane.

13 THE COURT: Our clerk had to leave.

14 THE BAILIFF: Raise your right hand, and place
15 your left hand on the Bible.

16 (Witness complies.)

17 THE CLERK: Do you swear or affirm to tell the
18 truth, the whole truth, and nothing but the truth,
19 so help you God?

20 THE WITNESS: I do.

21 THE COURT: State your name for the record.

22 THE WITNESS: Jeffrey David Crane, Jr.

23 JEFFREY D. CRANE, JR.,
24 after being duly sworn, testified as follows:

25 DIRECT EXAMINATION

1 BY MR. HUGHES:

2 Q Mr. Crane, let's try to add a little clarity to
3 this trial.

4 Can you tell me -- first of all, tell me who
5 you are and why you are here.

6 A Sure. I have been with the University of South
7 Carolina since 2006. And I was -- I had the
8 opportunity to assist with the development of the
9 YES program. And we implemented that program
10 accordingly.

11 Q Okay. Tell me what your current position is.

12 A Assistant Athletic Director for Development.

13 Q And you serve at the pleasure of the current
14 athletic director?

15 A Yes, I do.

16 Q And you are familiar with what we have been calling
17 the YES plan, correct?

18 A I am.

19 Q Tell me what YES stands for.

20 A Yearly Equitable Seating.

21 Q Okay. In your own words, tell me what that is.

22 A What we were working towards was giving all
23 Gamecock Club members the opportunity to maintain
24 the seats that they had, while also making it
25 equitable in the sense that to purchase that seat

1 in a particular location all Gamecock Club members
2 would need to pay the same exact amount of money
3 for that seat.

4 Q And tell me, do you know where Mr. Lee's seats are
5 located?

6 A Yes, I do.

7 Q Okay. And tell the Court where those seats are.

8 A He has four seats in Section 5, which is the
9 50-yard line lower level, and he has four seats in
10 Section 103, which is approximately the 30-yard
11 line.

12 Q And what is the YES payment or the seat donation or
13 the license, what is that for those assigned seats?

14 A For the Section 5 seats, it is \$325 license fee.
15 For the Section 103 seats, I'm not familiar with
16 what that amount is.

17 Q In the Section 5 seats, the seats that -- any of
18 those seats in Section 5 that Mr. Lee does not
19 occupy, what is the seat license for those?

20 A \$325.

21 Q So if any Gamecock Club member has those seats,
22 what are they required to pay?

23 A They are also required to pay the \$325 regardless
24 of their given level.

25 Q Okay. Tell me this. Who has the right to purchase

1 a season ticket in Williams-Brice Stadium?

2 A All Gamecock Club members that pay their membership
3 on time are given the opportunity as part of their
4 benefits that they have the opportunity to purchase
5 season tickets.

6 Q Is there anyone who is not a Gamecock Club member
7 that can purchase season tickets?

8 A No.

9 Q Okay. When we talk about the YES program and the
10 seat license, was any alternatives to the YES
11 considered before it was implemented?

12 A There were a number of different alternatives
13 looked at it. It was looked at to potentially
14 increase the cost of the ticket as opposed to
15 the -- using this particular model. So there were
16 a number of options. That was the only one I could
17 recall at the time.

18 MR. HARDEE: Your Honor, just for the record,
19 because the objection is made, all of those why he
20 did this and what his thoughts are and all are
21 irrelevant to this. The YES program is in
22 evidence, the contract is in evidence. And they
23 are trying to say, well, why this is fair and why
24 this is good. And what their thought process was
25 has nothing to do with this. And I'm just quoting

1 his argument. And so I have to -- what is good for
2 the goose is good for the gander. He objected when
3 I did it. And I think the same objection would
4 apply.

5 MR. HUGHES: And, Your Honor, I would note
6 that in the exhibits is the YES brochure, and all
7 this is covered in the YES brochure. Why we
8 implemented it, and all that, that was Plaintiff's
9 evidence that was put in. And I believe we should
10 be able to ask questions about the evidence that is
11 in the record.

12 THE COURT: Well, you can ask him questions
13 about the document that has been entered into
14 evidence.

15 All right. The objection is sustained to that
16 question, but you can ask him questions about the
17 YES program and what is already in evidence.

18 Q. What benefit to Gamecock Club members is the YES
19 payment?

20 A. What benefit -- ask the question again.

21 Q. In other words, what do the Gamecock Club members
22 receive when they make the YES payment?

23 A. They receive their seat.

24 Q. Okay. And are there any latent benefits to that?

25 In other words --

1 A No. I mean, in order to purchase that seat, it is
2 required to pay the ticket cost as well as the
3 license, donation, whatever you may refer to. It
4 is one in the same.

5 Q And are there any tax implications of that payment?

6 A There are. And that was part of the reason it was
7 structured the way it was, was that --

8 MR. HARDEE: Again, Your Honor. I don't
9 believe -- this is totally outside of the program.
10 And everyone has objected to it.

11 THE COURT: All right, refer to what you
12 are --

13 A Okay. In the brochure --

14 THE COURT: He is going to rephrase.

15 Q I'll come back to you.

16 A Okay.

17 THE COURT: And refer to the brochure.

18 MR. HUGHES: Beg the Court's indulgence.

19 (Pause.)

20 Q Can you read for the Court Question 14 on the last
21 written page of that document?

22 A Why was the seat donation program implemented
23 instead of raising ticket prices?

24 Q And the answer?

25 A As opposed to season ticket prices, seat donations

1 are 80 percent tax deductible. This means that the
2 seat donations are more fan friendly than higher
3 ticket prices. YES donations are also components
4 of the Garnet Way initiative, so by contributing to
5 YES, fans are also contributing to facility
6 upgrades in the effort to develop a championship
7 caliber athletics program at the University of
8 South Carolina.

9 Q Thank you. When a Gamecock Club member pays
10 Gamecock Club dues, what is that money used for?

11 A For scholarships for student athletes.

12 Q When a Gamecock Club member pays for season
13 tickets, where does that money go to?

14 A It goes to the Athletic Department.

15 Q When a Gamecock Club member pays the YES payment,
16 where does money go to?

17 A The Athletic Department.

18 Q And what are the funds for the YES program and the
19 seat costs, what are the funds that go to the
20 Athletic Department used for?

21 A They are used for facility upgrades.

22 Q So those are separate funds?

23 A Correct.

24 Q To your knowledge, was there any discussions about
25 the YES payment or the seat license being a

1 voluntary donation?

2 A No.

3 Q Does Mr. Lee still have the seats that he had in
4 1996 or 1990?

5 A Yes. As long as he continues to maintain his
6 Gamecock Club membership, he will have the
7 opportunity to maintain those seats.

8 Q And has he availed himself of that opportunity
9 since the implementation of the YES program?

10 A Yes, he has.

11 MR. HUGHES: Beg the Court's indulgence.

12 (Pause.)

13 MR. HUGHES: No further questions. Thank you,
14 Your Honor.

15 THE COURT: Yes, sir, please answer any
16 questions Mr. Hardee has.

17 CROSS-EXAMINATION

18 BY MR. HARDEE:

19 Q This coming up football season, if Mr. Lee sends in
20 his money for his tickets?

21 A Uh-huh.

22 Q Ticket price?

23 A Right.

24 Q Face value of the ticket like everybody pays, will
25 he get his seats that he has had for the last 20

1 something years?

2 A No, sir.

3 Q Because in order for him to have the opportunity to
4 buy those, he must pay \$325 per seat?

5 A That's correct..

6 Q Okay. And for the, say, 17 years that he had after
7 1990, he didn't have to pay that, did he?

8 A He did not.

9 Q Okay. And every single person pays the same? They
10 don't prioritize that \$325, do they?

11 A If they are sitting in that seat in that particular
12 area, everyone in that area pays that same amount,
13 correct.

14 Q And would you agree with me that prior to that
15 there was levels of priority, Lifetime, Silver
16 Spur, different levels?

17 A Correct.

18 Q Under the YES program, they don't do that,
19 everybody is treated the same?

20 A That is not correct, because Lifetime members in
21 accordance with their contract do get the first
22 opportunity at the best seats that are available.
23 No matter where that seat may be, that is where
24 they may sit. Whatever is available, they get best
25 available.

1 Q If they pay for the YES program?

2 A Correct.

3 Q But if they don't pay for the YES program, then
4 they don't have that opportunity, they lose
5 actually their seats, correct?

6 A If they don't pay the seat donation, they would
7 lose their seats, that is correct.

8 Q Okay. So the seat assignments that he has had
9 since 1990, if he didn't pay this YES program, he
10 could buy the tickets, but they would not give him
11 those seats, is that correct?

12 A That's correct.

13 Q Would they give him any tickets at all?

14 A The seat donation --

15 MR. DAVIDSON: Your Honor, if he could let him
16 finish.

17 A The seat donation and the cost of the seat are one
18 in the same. The Gamecock Club membership gives
19 him the opportunity to purchase that seat. They
20 are two separate situations. There is not -- they
21 are not the same.

22 Q Well, I thought you said there was some kind of tax
23 benefit. If it is a seat thing, then it goes --
24 just like under the IRS it would be just like a
25 seat price, right? The seat price would be --

1 instead of the ticket price it would be \$325 plus
2 that? That is how much the ticket price would be,
3 if it is one in the same?

4 A There is a tax benefit on the seat donation,
5 correct.

6 Q Because it is not part of the ticket price?
7 Because they treat ticket prices differently, don't
8 they?

9 A The ticket price is the ticket price. The seat
10 donation is a seat donation. In order to get the
11 seat you have to give the seat donation as well.

12 Q Right. In order to get the opportunity to buy the
13 seat, you have to pay the \$325?

14 A Correct.

15 Q Does the Athletic Department take the position that
16 the Gamecock Club is not related to them in any
17 way?

18 A Not at all.

19 Q And does the Athletic Department take the position
20 that they don't have to honor agreements made by
21 the Gamecock Club?

22 A Not at all.

23 Q Okay. The Gamecock Club is an integral part of not
24 only collecting money for scholarships, but raising
25 money and prioritizing tickets, is that true?

1 they would ignore all the priority of whether you
2 are a Life donor or a Scholarship donor and they
3 are going to make everyone pay \$325 for the right
4 to purchase the tickets that they have already paid
5 for by right years before. And that is what this
6 case is about.

7 I think -- I agree with them, I think it is
8 unambiguous. We haven't brought any extrinsic
9 evidence. We brought in documents -- we brought --
10 we didn't say why he felt this way. He said this
11 was clearly what it said. And that letter in 1997
12 makes it very clear that the University considered
13 this payment to protect his seat assignment. That
14 is the way he looked at it, that is the way the
15 University looked at it. That is the way he looked
16 at it for 17 years until the YES program came.

17 Now the University is no longer protecting his
18 seat assignments. He is just like everybody else.
19 They want him to pay more money in order to get the
20 same right as he paid for back in 1990.

21 And that is our argument about that.

22 THE COURT: All right. Thank you.

23 Yes, sir?

24 MR. DAVIDSON: Your Honor, very short and
25 sweet.

1 The bargain to the contract, and the four
2 corners is when Mr. Lee became a Lifetime Full
3 Scholar donor, he no longer had to pay donations to
4 the Gamecock Club, other than this \$500. That is
5 the bargain.

6 Now, for that bargain of not having to ever
7 pay again donations to the Gamecock Club, he got
8 certain benefits or privileges.

9 One of the privileges was that the University
10 agreed that if he wished the opportunity to
11 purchase tickets he could do so.

12 Mr. Lee has admitted -- Mr. Hardee has
13 admitted, part of the opportunity to purchase these
14 tickets, okay, is paying a seat license or a seat
15 donation, whatever you want to call it.

16 Now, having said that, that is part of the
17 opportunity. To purchase that ticket you have to
18 pay a seat license. There is nothing in the
19 contract other than clear and unambiguous language
20 that he has the opportunity to purchase tickets and
21 that the University will continue to sell him those
22 tickets if he wishes to exercise that opportunity.

23 And what the contract says is that in
24 accordance with said attachment, Mr. Lee will have
25 the opportunity to purchase tickets entitled to a

1 Gamecock level or Gamecock membership presently
2 held. Every Gamecock member that is a Full Scholar
3 donor, a Silver Spur, a Lifetime, everybody has to
4 pay a seat license. Everybody has to pay for
5 tickets.

6 It is a little bit disingenuous to say, oh,
7 well you can't charge a seat license or a seat
8 donation, but we can raise the tickets prices every
9 year and could have, rather than have the YES
10 program, raised the ticket prices to \$200 a ticket
11 within certain areas of the stadium.

12 What they have under their contract is, Number
13 One, no longer having to pay dues. Number Two, the
14 opportunity to purchase tickets to the various
15 athletic events.

16 The University has continued to offer him that
17 opportunity. Have we raised the price?
18 Absolutely. Do we have the right to raise the
19 price? Absolutely. Have we raised the price of
20 the tickets? Every year.

21 And the Gamecock Club -- the University is not
22 trying to disassociate itself, but there are two
23 different branches, two different arms of the
24 University. The Gamecock Club provides
25 scholarships to the athletes. The tickets and

1 ticket assignment and ticket prices and the seat
2 license is handled through the University Athletic
3 Department, and those fees are used for what is in
4 the YES program brochure and what Mr. Crane
5 testified to, are facility upgrades, building the
6 dome, building the new football, I call it video
7 board I think is what they now call it, all the
8 upgrades the University is doing to the various
9 athletic facilities. That is what that money is
10 designated for.

11 Tickets are bought through the University
12 Athletic Department, not through the Gamecock Club.
13 This contract solely said Mr. Lee doesn't have to
14 pay dues any more. He's a Gamecock Club member for
15 life, other than \$500. And he is able to pass that
16 on to his child. That is the bargain.

17 And in that bargain is purely the opportunity
18 to purchase tickets. And that opportunity now
19 requires a seat donation or a seat license or a YES
20 payment, whatever you want to call it, and for you
21 to purchase the tickets. That is what is required.
22 And the contract is as clear as day.

23 And that is our argument, Your Honor. And we
24 will be glad to prepare proposed orders.

25 THE COURT: All right.

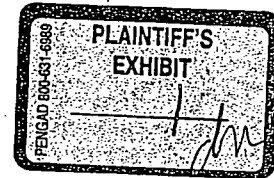
WILSON/KIBLER, INC.
COMMERCIAL REAL ESTATE

P.O. Box 11312
1330 LADY STREET
COLUMBIA, S.C. 29211

March 9, 1990

TELEPHONE
(803) 779-8600
FAX
(803) 252-4323

Ms. Kim Stanley
USC Gamecock Club
Rosewood Drive
Columbia, S. C. 29208



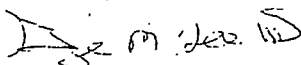
Dear Kim,

Enclosed is the completed contract for my "Gamecock Life" membership. I would ask that your records be changed to reflect that this membership is being purchased in the name of George M. Lee, III, not George M. Lee, Jr.

My father has been a supporter of the university and it's many programs for over thirty years and is concerned that the Gamecock Club is confused as to the identity of the owner of the "Life Membership". My social security number is . Please correct your records so that all future correspondence is properly mailed.

I plan on naming the heir to this membership through my will, but if I change my mind on this I will let the Club know. If I can be of assistance, please do not hesitate to contact me at your convenience.

Very truly yours,


George M. Lee, III

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT made this 9th day of March, 1991, by and between George M. Lee III hereinafter referred to as the "Donor" and the University of South Carolina Gamecock Club, hereinafter referred to as the "Gamecock Club".

WITNESSETH:

FOR AND IN CONSIDERATION of the mutual covenants contained herein, the parties do hereby agree as follows:

1. Donor hereby agrees to irrevocably assign and contribute to the Gamecock Club the face amount of a whole life insurance policy valued at a minimum \$100,000 with an A+ top 25 company as rated by the "Best Rating System".

2. It is understood and agreed that the University will be the irrevocable owner and sole beneficiary of the policy and that the policy will be the property of the Gamecock Club. ~~The Donor will not retain~~ any benefits under the policy.

3. Donor agrees to pay the annual premium payments of a sum not less than \$1,000 on the above described policy to the Gamecock Club for a period of eight (8) years until the policy is paid up at which time the Gamecock Club will own the paid up policy. At this time, the cash value of the policy will continue to pay the premiums throughout the life of the Donor. The Donor shall provide a copy of the policy to the club and will be responsible for any further premiums that might come due on the policy. The Gamecock Club reserves the right to make payments on the policy should the Donor refuse to do so.

4. The University of South Carolina Gamecock Club does hereby acknowledge receipt of said insurance policy and agrees that in exchange for this gift and the agreement by Donor to make all premium payments, Donor will be designated as a Lifetime Scholarship Donor for the eight (8) years he/she is paying on the policy with all the privileges and benefits pertaining thereto as set forth in the attached Exhibit A attached hereto and made a part hereof and the terms of which are incorporated herein by reference. In accordance with said attachment, George M. M. will have the opportunity to purchase tickets entitled to the Gamecock Level or membership presently held. There will be no guarantee as to where ticket assignments will be located. Assignments will be made according to membership priority and in accordance with the Gamecock Club By-laws.

5. Upon completion of the eight (8) years, Donor will have an option:

a. Make no further contributions to the Gamecock Club and receive Full Scholarship benefits for the remainder of his/her lifetime. The Donor will revert back to the Full Scholarship inheritance policy of spouse only at this time.

b. Make an annual contribution of \$500.00 or more to the Gamecock Club and continue to receive the Lifetime Full Scholarship membership in the Gamecock Club which includes an inheritance of any named heir.

6. In the event the Donor defaults on the payment of the insurance premium to the Gamecock Club, all benefits of the membership including priority in the Gamecock Club to Donor shall be cancelled. In such event, the Gamecock Club shall have the right to cancel the policy or continue to make the premium payments. The Gamecock Club may

also collect and recoup from the Donor the difference between the value of the gift received and of the contribution actually paid.

7. The privileges of this membership will be transferred to his children at present, or if designated hereafter, by will of _____ (Address)

upon death of the Donor as long as the Donor remains a Gamecock Club member at the Lifetime Scholarship level. Upon death of the Donor, the family has 90 days to notify the Club and provide a copy of the death certificate. Should the heir of this membership predecease the Donor, the heir of this membership may be re-named.

8. Upon the death of the Donor the proceeds from the insurance policy will be deposited in a Gamecock Club permanent endowment account.

IN WITNESS WHEREOF, George M. Lee, Jr. has caused these presents to be duly authorized, and the University of South Carolina Gamecock Club has hereunto set its hand and seal on the date first above written.

DONOR

By: George M. Lee, Jr. (L.S.)

Date: 3-9-90

THE UNIVERSITY OF SOUTH CAROLINA

By: _____ (L.S.)
Mr. Thomas L. Stepp
Secretary/Board of Trustees

Date: _____

THE UNIVERSITY OF SOUTH CAROLINA
GAMECOCK CLUB

By: _____ (L.S.)
A. King Dixon, II
Director of Athletics

Date: _____

By: _____ (L.S.)
Art Baker
Executive Director/Gamecock Club

Date: _____

EXHIBIT A

LIFETIME FULL SCHOLARSHIP

- Four Season Football Tickets (Best Available)
- Additional Four Season Football Tickets (Total of 8)
- Assigned Reserved Parking
- Second Priority on Away and Bowl Game Tickets
- Tickets May Be Assigned to One Designated Heir
- Four Season Basketball Tickets (Best Available)
- Assigned Parking at Coliseum (If Available)
- Second Priority on Away and Tournament Game Tickets
- Second Priority on any Tickets Involving any other South Carolina Athletic Events

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

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WITNESSETH:

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1. Donor hereby agrees to irrevocably assign and contribute to the Gamecock Club the face amount of a whole life insurance policy valued at a minimum \$100,000 with an A+ top 25 company as rated by the "Best Rating System".
2. It is understood and agreed that the University will be the irrevocable owner and sole beneficiary of the policy and that the policy will be the property of the Gamecock Club. The Donor will not retain any benefits under the policy.
3. Donor agrees to pay the annual premium payments of a sum not less than \$1,000 on the above described policy to the Gamecock Club for a period of eight (8) years until the policy is paid up at which time the Gamecock Club will own the paid up policy. At this time, the cash value of the policy will continue to pay the premiums throughout the life of the Donor. The Donor shall provide a copy of the policy to the club and will be responsible for any further premiums that might come due on the policy. The Gamecock Club reserves the right to make payments on the policy should the Donor refuse to do so.

4. The University of South Carolina Gamecock Club does hereby acknowledge receipt of said insurance policy and agrees that in exchange for this gift and the agreement by Donor to make all premium payments, Donor will be designated as a Lifetime Scholarship Donor for the eight (8) years he/she is paying on the policy with all the privileges and benefits pertaining thereto as set forth in the attached Exhibit A attached hereto and made a part hereof and the terms of which are incorporated herein by reference. In accordance with said attachment, _____ will have the opportunity to purchase tickets entitled to the Gamecock Level or membership presently held. There will be no guarantee as to where ticket assignments will be located. Assignments will be made according to membership priority and in accordance with the Gamecock Club By-laws.

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a. Make no further contributions to the Gamecock Club and receive Full Scholarship benefits for the remainder of his/her lifetime. The Donor will revert back to the Full Scholarship inheritance policy of spouse only at this time.

b. Make an annual contribution of \$500.00 or more to the Gamecock Club and continue to receive the Lifetime Full Scholarship membership in the Gamecock Club which includes an inheritance of any named heir.

6. In the event the Donor defaults on the payment of the insurance premium to the Gamecock Club, all benefits of the membership including priority in the Gamecock Club to Donor shall be cancelled. In such event, the Gamecock Club shall have the right to cancel the policy or continue to make the premium payments. The Gamecock Club may

also collect and recoup from the Donor the difference between the value of the gift received and of the contribution actually paid.

7. The privileges of this membership will be transferred to Ho Chi Minh City, Vietnam of Designate the state by will
(Address)

upon death of the Donor as long as the Donor remains a Gamecock Club member at the Lifetime Scholarship level. Upon death of the Donor, the family has 90 days to notify the Club and provide a copy of the death certificate. Should the heir of this membership predecease the Donor, the heir of this membership may be re-named.

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DONOR

By: George M. Lee, III (L.S.)

Date: 3-9-90

THE UNIVERSITY OF SOUTH CAROLINA

By: Mr. Thomas L. Stepp (L.S.)
Secretary/Board of Trustees

Date: 4/12/1991

THE UNIVERSITY OF SOUTH CAROLINA
GAMECOCK CLUB

By: A. King Dixon, II (L.S.)
Director of Athletics

Date: 7-9-90

By: Art Baker (L.S.)
Art Baker
Executive Director/Gamecock Club

Date: 6/27/90

8042-A-007

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LIFETIME FULL SCHOLARSHIP

- Four Season Football Tickets (Best Available)
- Additional Four Season Football Tickets (Total of 8)
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- Assigned Parking at Coliseum (If Available)
- Second Priority on Away and Tournament Game Tickets
- Second Priority on any Tickets Involving any other South Carolina Athletic Events.

WILSON/KIBLER, INC.
COMMERCIAL REAL ESTATE

P.O. BOX 11312
1111 LAUREL STREET
COLUMBIA, S.C. 29211

TELEPHONE
(803) 779-8600
FAX
(803) 252-4323

October 29, 1990

Mr. Dennis Toney
Athletic Ticket Manager
University of South Carolina Athletic Department
Columbia, South Carolina 29208

Dear Dennis:

I am writing in regard to the requested transfer of my father's football and basketball seats to my membership and my sister's membership. I hope that this transfer has been accomplished at this point and would appreciate it if you would forward me a letter indicating the exact seat numbers which will be transferred to the above-referenced memberships.

I would also request that the current parking places assigned to my father be assigned to my sister and myself. I would request that parking place #214 be assigned to me and that the other parking place which is located over near the end zone area (this is a RV parking space) be assigned to my sister. I am not sure of the exact number of my sister's parking place, but I am sure that you have the records available which will allow you to make this transfer. If I can be of any assistance, please feel free to contact me at your convenience.

Very truly yours,

George M. Lee, III

GML/mcm





"Gamecocks"

University of South Carolina

COLUMBIA, SOUTH CAROLINA 29208

October 30, 1990

George M. Lee III
Wilson/Kibler, Inc.

Columbia, SC 29211

Dear George,

I am enclosing a copy of the seating records for your membership and your sister, Elizabeth Sim. This will indicate the seating assignment for each membership and they will be re-assigned unless you ask for a change or drop your membership.

I have passed your request for parking space changes along to the Gamecock Club. They will contact you to verify the change.

I hope this gives you the information you need. Please do not hesitate to give me a call if you have additional questions.

Sincerely,

Dennis E. Toney
Athletic Ticket Manager

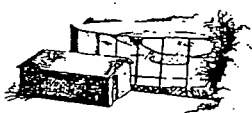
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2 enclosures

Athletic Department



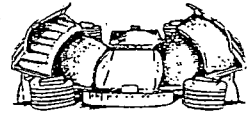
Carolina Coliseum



Sarge Frye Field



Swimming — Blatt P.E. Center



Williams-Brice Stadium

A T H L E T I C D E P A R T M E N T
BASKETBALL SEATING UPDATE

ID #: 247787388 MANUAL IND.:

YEAR LAST ACTIVITY: 90
DATE ORDER RECEIVED: 100990

NAME : MR GEORGE LEE III

BATCH NUMBER: 00039

DDRESS 1 :

PRIORITY: I 1.43

DDRESS 2 :

\$

PLEDGE AMT: \$

ITY/STATE: COLUMBIA, SC

ZIP : 29211

HOME PHONE:

TICKETS ORDERED 4

BUS. PHONE:

PRIOR. TICKETS: 4

OVER PRIOR. TICKETS:

COMP. TICKETS:

DUPLICATE LAST YEAR:

URRENT ST LOC 1 : ~~BOB E 009~~ 04

PREVIOUS YEAR ST LOC 1 :

ST LOC 2 : 00

ST LOC 2 :

ST LOC 3 : 00

ST LOC 3 :

ST LOC 4 : 00

ST LOC 4 :

ST LOC 5 : 00

ST LOC 5 :

ST LOC 6 : 00

ST LOC 6 :

ST LOC 7 : 00

ST LOC 7 :

ST LOC 8 : 00

ST LOC 8 :

ST LOC 9 : 00

ST LOC 9 :

ST LOC 10 : 00

ST LOC 10 :

CMD-1 RETURN.

ENTER 'D' AFTER SEATS TO DELETE.

A T H L E T I C D E P A R T M E N T
FOOTBALL SEATING UPDATE

ID #: 247786653 MANUAL IND.:

YEAR LAST ACTIVITY:
DATE ORDER RECEIVED: 040990
BATCH NUMBER: 00056
PRIORITY: I .00
PLEDGE AMT: \$
HOME PHONE:
BUS. PHONE:
COMP. TICKETS:

NAME : ELIZABETH STIM

ADDRESS 1 : T.

ADDRESS 2 : \$

CITY/STATE: COLUMBIA, SC ZIP : 29223

TICKETS ORDERED 8

PRIOR. TICKETS: 8

OVER PRIOR. TICKETS:

DUPLICATE LAST YEAR:

CURRENT ST LOC 1 : WC1030209 04

PREVIOUS YEAR ST LOC 1 :

ST LOC 2 : WL0074915 04

ST LOC 2 :

ST LOC 3 : 00

ST LOC 3 :

ST LOC 4 : 00

ST LOC 4 :

ST LOC 5 : 00

ST LOC 5 :

ST LOC 6 : 00

ST LOC 6 :

ST LOC 7 : 00

ST LOC 7 :

ST LOC 8 : 00

ST LOC 8 :

ST LOC 9 : 00

ST LOC 9 :

ST LOC 10 : 00

ST LOC 10 :

CMD-1 RETURN.

ENTER 'D' AFTER SEATS TO DELETE.

A T H L E T I C D E P A R T M E N T
FOOTBALL SEATING UPDATE

ID #: 247787388		MANUAL IND.:	YEAR LAST ACTIVITY: 90
			DATE ORDER RECEIVED: 041990
NAME : MR. GEORGE LEE III			BATCH NUMBER: 00094
ADDRESS 1 :			PRIORITY: I .00
ADDRESS 2 :		\$	PLEDGE AMT: \$
CITY/STATE: COLUMBIA, SC		ZIP : 29211	HOME PHONE:
		TICKETS ORDERED 8	BUS. PHONE:
PRIOR. TICKETS: 8	OVER PRIOR. TICKETS:	COMP. TICKETS:	
DUPLICATE LAST YEAR:			
CURRENT ST LOC 1 :	WC1030213 04	PREVIOUS YEAR ST LOC 1 :	
ST LOC 2 :	WL0053323 04	ST LOC 2 :	
ST LOC 3 :	00	ST LOC 3 :	
ST LOC 4 :	00	ST LOC 4 :	
ST LOC 5 :	00	ST LOC 5 :	
ST LOC 6 :	00	ST LOC 6 :	
ST LOC 7 :	00	ST LOC 7 :	
ST LOC 8 :	00	ST LOC 8 :	
ST LOC 9 :	00	ST LOC 9 :	
ST LOC 10 :	00	ST LOC 10 :	

CMD-1 RETURN. ENTER 'D' AFTER SEATS TO DELETE.

WILSON/KIBLER, INC.

COMMERCIAL REAL ESTATE

P.O. BOX 11312
1111 LAUREL STREET
COLUMBIA, S.C. 29211

TELEPHONE
(803) 778-8600
FAX
(803) 252-4323

October 5, 1990

Mr. Dennis Toney
Athletic Ticket Manager
c/o Athletic Ticket Office
Department of Athletics
University of South Carolina
Columbia, S.C. 29208

Dear Dennis:

I appreciate you and Coach Baker cooperating with me concerning the allocation of my father's season football and basketball tickets to my lifetime membership and to my sister's lifetime membership. I would at this time formally request that the tickets be allocated in the following manner.

My father had eight tickets in the West Club Section of the Stadium. These tickets were in Section 103, Row 2, Seats 9 through 16. I would request that these seats be divided equally (four for myself and four for my sister). In addition, my father had four tickets in the west lower stands, Section 5, Row 33, Seats 23 through 26. I would request that these seats be allocated to my membership. There were also four seats in Section 7, West Stands, Lower Section, on Row 39. These seats were Seats 15, 16, 17, and 18. I would request that these seats be allocated to my sister's (Elizabeth Sims) membership.

I would request that all of the basketball tickets which are located in Box Section B, Row E, Seats 9, 10, 11, and 12 be allocated to my membership in the future. As I indicated to you by telephone on Monday, my father had remitted payment for this year's season tickets, this being the last check he wrote before dying.

I greatly appreciate your cooperation on this matter and can assure you that my father was a loyal Gamecock supporter for thirty-three years and my family will continue to support all of the various activities of the University's Athletic Department in the future.

Very truly yours,

George M. Lee, III



"Gamecocks"

University of South Carolina

COLUMBIA, SOUTH CAROLINA 29208

October 4, 1990

Mr. George Lee III

Columbia, SC 29211

Dear George,

I hope this letter finds everything going well for you.

Art Baker passed along your request to move your fathers football and basketball seats to you and your sisters membership. This should not be a problem, we will only need to document the request. Please submit a letter indicating how the seats should be split and we will make the change.

It would be easier if the change could be made prior to 1991 to insure there will be no confusion in the exchange. If you have any questions, please give me a call.

Sincerely,

Dennis Toney
Athletic Ticket Manager

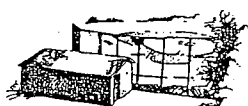
DT/cd

CC: Art Baker

Athletic Department



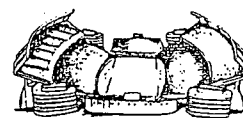
Carolina Coliseum



Sarge Frye Field



Swimming — Blatt P.E. Center



Williams-Brice Stadium



"Gamecocks"

University of South Carolina

COLUMBIA, SOUTH CAROLINA 29208

February 20, 1990

Dear "Gamecock Life" Member:

We have had some difficulty getting your contracts and mailouts to you since becoming a "Gamecock Life" Member. Please accept my apologies, some of the problems have to do with getting your "special" membership on the computer. Other problems have come along with processing all of the policies, in addition to the contracts themselves taking several stops on campus to complete.

Your membership is in good standing. Neither your membership priority, tickets or parking will be affected in any negative way. You should be receiving your contract and all other materials from the Gamecock Club in the near future.

Again, please accept our apologies if you have been inconvenienced in any way by these delays.

Sincerely,

Art Baker

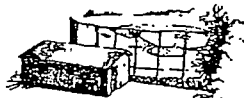
Art Baker
Executive Director

AB:kcs

Athletic Department



Carolina Coliseum



Sarge Frye Field



Swimming — Blatt P.E. Center



Williams-Brice Stadium

March 27, 1997

Mr. George Lee. III

Columbia, South Carolina 29206-1472

RE: *Gamecock Club Life Insurance Membership*

Dear Mr. Lee:

In 1989, you began a Gamecock Club Life Insurance membership through the purchase of a one hundred thousand dollar (\$100,000.00) whole life policy, with the University of South Carolina Gamecock Club designated as the beneficiary and owner. The membership you established granted Gamecock Club lifetime benefits which you have enjoyed for the past eight years.

When the Gamecock Club Life Insurance Program was established it was anticipated, based on quite optimistic interest rate projections, the cash value build up in eight years would pay the premium throughout the remaining life of the policy. This has not occurred. We have yet to realize the needed cash value to insure the intended \$100,000 face value. If you wish to realize the full gift to the Gamecock Club, we would be happy to discuss the additional premium needed. At this time, our best guess is an additional four (4) years will be necessary to fully fund the policy. Having completed the eight year period, you can select one of the following three options.

- A. Pay no further contributions and revert membership to a paid up full scholarship membership.
- B. Pay \$500.00 annually and maintain a lifetime full scholarship membership.
- C. Continue the current premium until such time as the intended face value of the policy is realized. As you know, the initial eight year time period was not sufficient to fully pay up the insurance policy. The additional premiums due are unique to each policy given your age and interest rates earned by your chosen insurance company. Should you wish to continue the premium payment, contact the Gamecock Club and we will investigate the current projection of additional year(s) to fully pay up the policy.



8042-A-003

March 27, 1997

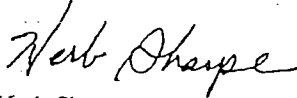
Page Two

Under Option A, full scholarship donors can purchase two tickets to away and bowl games based on the priority point system, and the membership can only be inherited by a surviving spouse. The selection of Option B would protect your seat assignments for football and/or basketball; maintain the priority to purchase four away and bowl game tickets; and maintain the lifetime inheritance policy of your designated heir. Option C allows you to complete the initial commitment to the Gamecock Club and defers the selection of Options A or B until full premiums are satisfied.

Once you have made your selection, please record your decision on the enclosed form and return to us in the enclosed self-addressed postage paid envelope. The selection of Option A or B will be a one-time only selection and cannot be changed in the future. Your decision must be recorded with the Gamecock Club by April 25, 1997. If we do not hear from you by this date, Option A will apply. If Option B is selected, payment must be paid annually or the membership will be terminated. If Option C is selected, you will continue to be billed for your annual insurance premium amount until the full \$100,000 face value is realized. At that time, you will select either Option A or B.

If you have any questions, please contact me at (803) 777-3226. We appreciate your tremendous support of Gamecock Athletics. Payments under Option B are due by the ticket deadline of May 9, 1997.

Sincerely,



Herb Sharpe
Executive Director
USC Gamecock Club

Enclosures

8042-A-004

UNIVERSITY OF SOUTH CAROLINA
GAMECOCK CLUB

LIFE INSURANCE PROGRAM

Please initial your selection of either *Option A*, *Option B*, or *Option C* and then sign and date the agreement below. Please return this form to our office no later than April 25, 1997 so your decision can be maintained on file. The selection of Option A or B will be a one-time-only selection and *cannot* be changed in the future.

OPTION A: _____

Pay no further contributions and revert the membership to a paid up full scholarship priority.

OPTION B: X

Pay five hundred dollars (\$500.00) annually and maintain a lifetime full scholarship priority for life.

OPTION C: _____

Continue the current premium until such time as the intended face value of the policy is realized.

George M. Lee III
Print Name of Membership

Social Security Number

George M. Lee III
Signature of Member

4-17-97
Date





University of South Carolina

REX ENRIGHT CENTER • ATHLETIC DEPARTMENT • COLUMBIA, SOUTH CAROLINA 29208

April, 1992

Dear Gamecock Club Member:

Please find enclosed your 1992 football ticket application. Members will retain their previous priority on seating provided they continue to contribute at the same level or higher. Members who choose to contribute at a lower level will have their tickets re-assigned.

As we enter into the SEC and ticket demand increases, it is imperative that your ticket application be returned by MAY 15. Tickets will be assigned immediately after that date to meet printing deadlines. Ticket prices have increased this year; however, if you order your season tickets in a timely manner, you will receive a discount and will be paying the same price as last year. Season tickets are assigned in priority order with the following levels of membership having priority on the number of tickets listed:

Lifetime	8	Half Scholarship	6
Silver Spur	8	Roundhouse	4
Full Scholarship	8	Century Club	2

Century Club members who have been ordering four tickets since 1985 will retain four tickets. In the event season ticket orders should exceed our supply, season ticket packages will be comprised of the tickets which are available.

Away game tickets will be assigned by the point system this year, as passed by the Gamecock Club Board of Directors, awarding three points for every consecutive year and one point for every \$100 contributed. Every member has priority on two tickets as long as available, regardless of contribution level. However, you may wish to order additional tickets, except for Clemson. If additional tickets cannot be filled, a refund will be forthcoming from the Ticket Office.

All pledges must be paid by JULY 15 in order to receive your tickets. Tickets will be held until pledge is paid in full. Season tickets are normally mailed the first week in August. Away game and individual game tickets are mailed the third week in August. Parking passes are mailed the third week in August under separate cover.

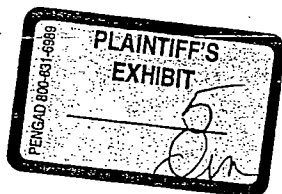
We appreciate your support of the South Carolina athletic program through your gifts to the Gamecock Club. We are looking forward to an exciting year of Gamecock football as we enter the Southeastern Conference and as we celebrate "100 Years of Football!"

Sincerely,

Art Baker

Art Baker
Gamecock Club Director

AB:dcb





Athletic Ticket Office
University of South Carolina
Columbia, South Carolina 29208

247787388

CUSTOMER

MR GEORGE LEE III

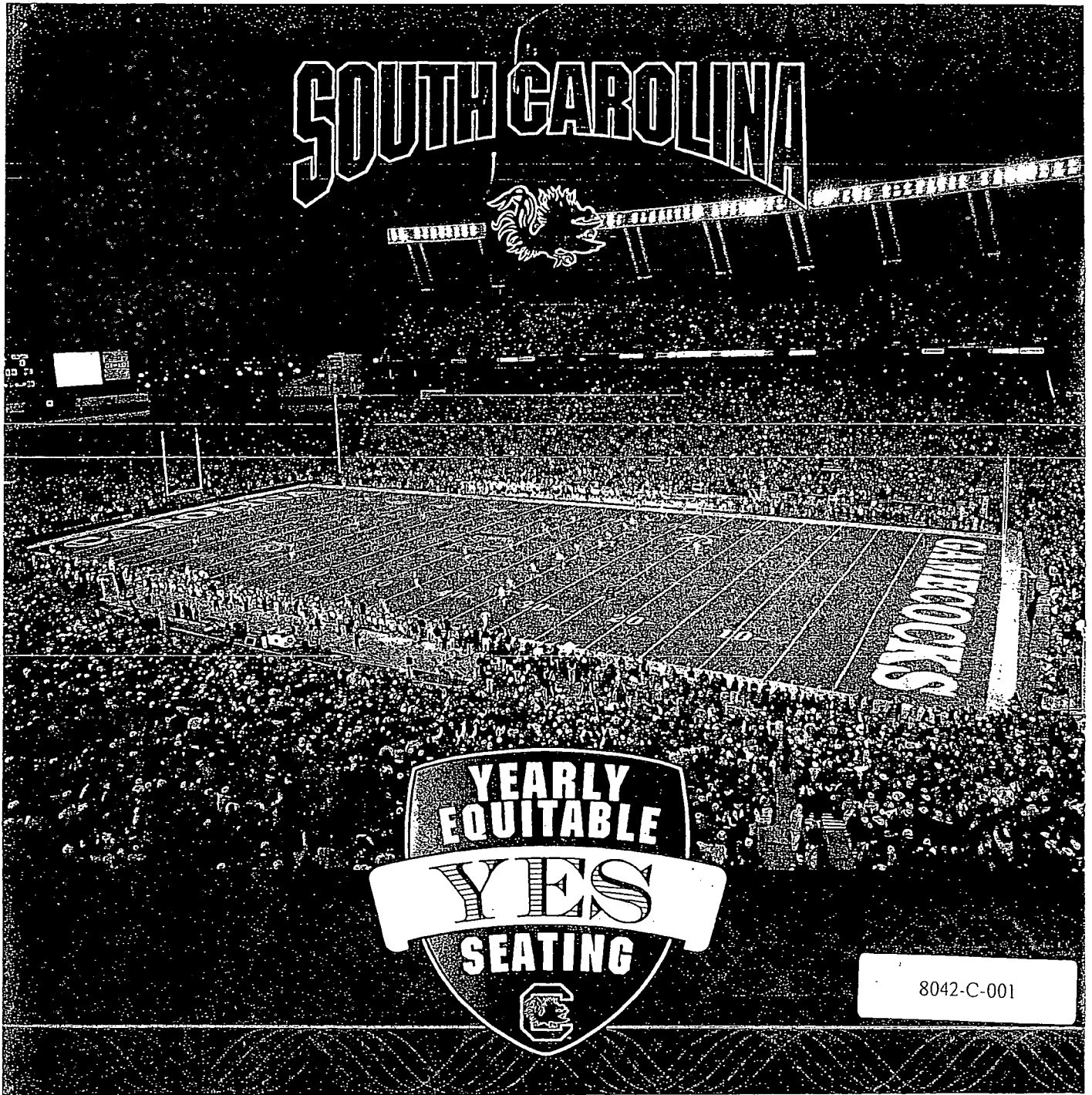
COLUMBIA, SC

29205-0000

DATE: 4/20/92

LINE NO.	DESCRIPTION	QTY.	UNIT PRICE	EXTENSION
	REGULAR SEASON TICKET	8	\$108.00	\$864.00
	HANDLING:			3.00
		TOTAL ORDER LESS PAYMENTS BALANCE DUE		867.00 \$867.00 \$.00

THIS IS A CONFIRMATION THAT YOUR FOOTBALL TICKET APPLICATION HAS BEEN RECEIVED FOR PROCESSING. THIS CONFIRMATION IS NOT A GUARANTEED PURCHASE AGREEMENT BUT MERELY CONFIRMS THAT YOUR ORDER HAS BEEN RECEIVED. YOUR SUPPORT IS APPRECIATED.



PENGAD 800-631-6983
PLAINTIFF'S
EXHIBIT
60
MR

8042-C-002

Dear Gamecock Club Member:

Together, we have recently embarked upon The Garnet Way, the greatest undertaking in the history of South Carolina Athletics. The Garnet Way is a reflection of the pride and spirit we all have as Gamecocks and the road we will take to propel ourselves to consistently battle for championships.

As part of The Garnet Way, we have identified the projects over the next five years that we must undertake in order to level the playing field with our competitors in the SEC and elsewhere. We have done the research; we have identified the key facilities we must tackle in order to win; we have developed a plan to address our needs; and we have organized a team that bleeds garnet to implement the plan to help lead us to victory.

One key piece of The Garnet Way is a seat donation program for football called the Yearly Equitable Seating Donation, or "YES" Donation. Today, we are proud to share with you the details of YES and are excited about implementing YES in Williams-Brice Stadium together.

In developing YES, we first created and enacted a set of very important principles called the Fair Implementation Policy, which allows all fans to equitably participate in the success of The Garnet Way and Gamecock Football.

Yearly Equitable Seating has already been adopted in some form by nearly every other university in the SEC and by our in-state rival. We believe that our program is among the fairest in the country and truly gives every Gamecock fan a stake in the success of The Garnet Way. Of course, YES is also a key part of the plan that will put our Gamecocks in position to battle for championships.

We hope that you join us in embracing YES. We know that Gamecock Nation shares our commitment to providing our student-athletes with the resources they need to compete for championships year after year with the best in the country. It makes us proud and excited when we think of what YES will mean to the competitive future of Gamecock Athletics.

Our Blood Runneth Garnet,



Eric Hyman
Director of Athletics



Steve Spurrier
Head Football Coach

8042-C-003



FAIR IMPLEMENTATION POLICY

The Fair Implementation Policy is the foundation upon which the YES donation has been created. The four tenets state that the seat donation process will result in a more equitable opportunity for all fans to participate in building an athletics program that will consistently battle for championships in every sport.

HONORING LOYALTY

Everyone has the guaranteed right to keep their current seats as long as they make their YES donations.

BALANCING GIVING LEVEL WITH HISTORY

In creating YES, we wanted to respect each member's giving level while also accounting for each Gamecock Club member's history.

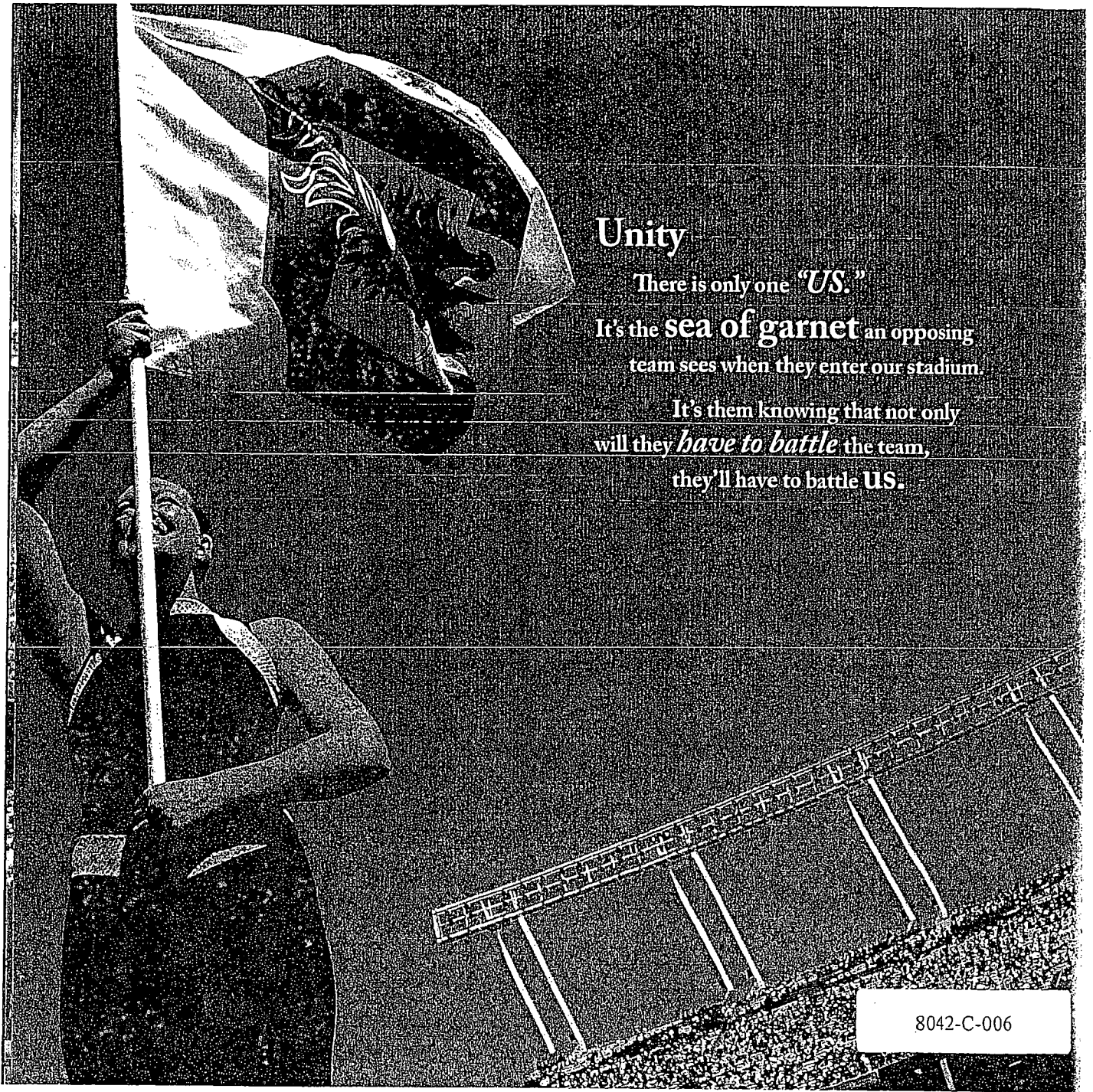
CREATING OPPORTUNITIES

All members will have the opportunity to change their current seat locations if they do not wish to make the required YES donations to keep their current seats. Even if a member chooses to relocate any seat, a guaranteed seat will be available in another location.

PROVIDING EQUAL CUSTOMER SERVICE

Every member of Gamecock Nation is equally valued and will be treated with the same level of commitment and customer service. Every member will have the opportunity to individually meet with a YES representative for a personal consultation prior to selecting seats.

8042-C-005



Unity

There is only one *"US."*

It's the **sea of garnet** an opposing team sees when they enter our stadium.

It's them knowing that not only will they *have to battle* the team, they'll have to battle **US.**

8042-C-006

GAMECOCK CLUB MEMBERSHIP

For purposes of the YES donation and seating at Williams-Brice Stadium for the 2009 football season, status in the Gamecock Club is being calculated by 2008 membership level.

To retain current/new seats in Williams-Brice Stadium, all Gamecock Club members must at least maintain their 2008 membership level.

PRIORITY POINTS AND MEMBERSHIP LEVELS

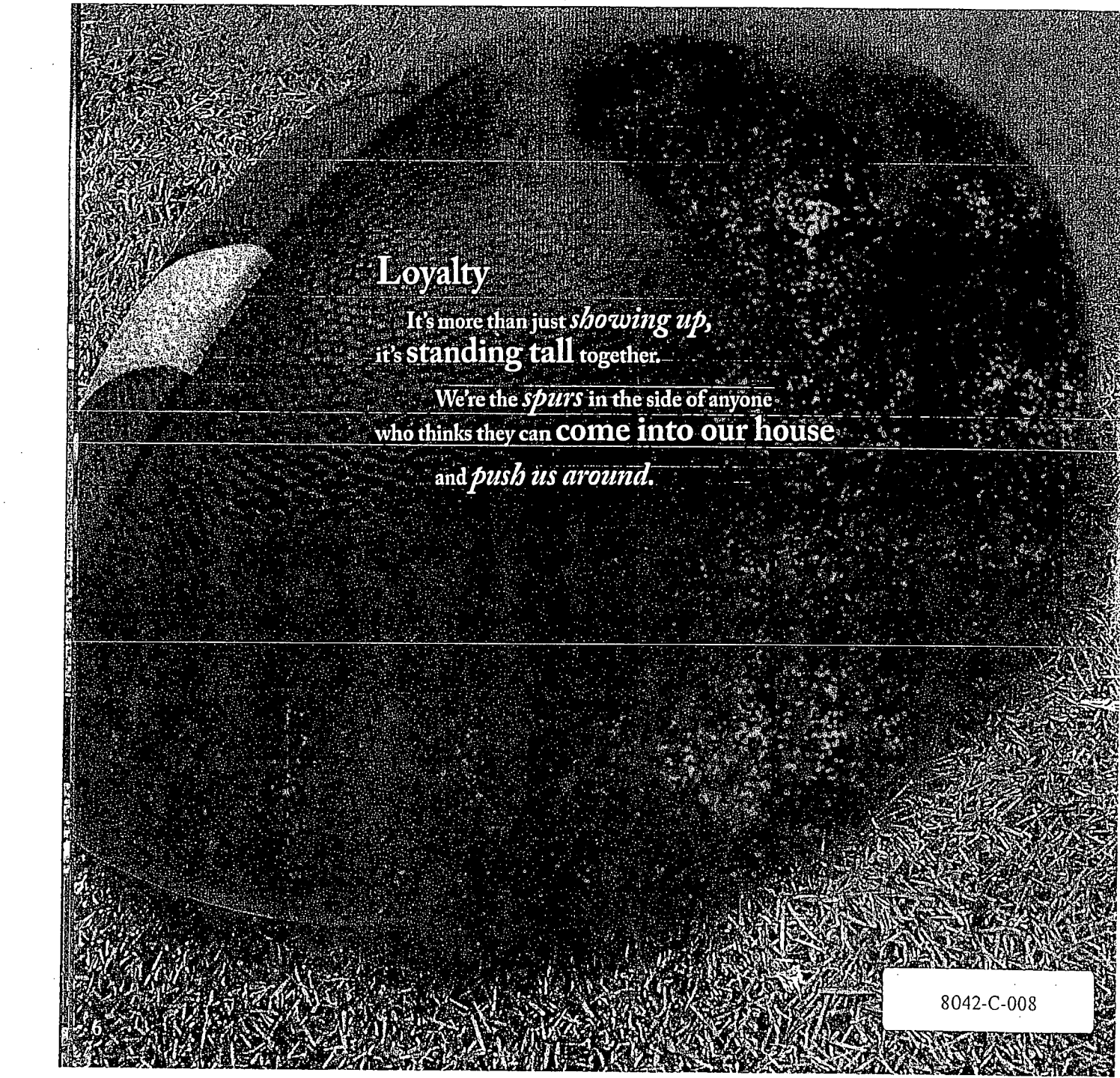
Membership level and number of priority points within each level determines the order of seat selection for all Gamecock Athletics venues. In July 2008, each Gamecock Club member received notice of their current giving level and number of priority points with an opportunity to review and dispute their current status. The membership level and number of points reflected in your Letter of Intent are the measurements used to determine seat selection.

YES DONATION IMPORTANT DATES

OCTOBER 31, 2008:	Letters of Intent due to YES office
DECEMBER 2008:	Appointment letters mailed
DECEMBER 31, 2008:	Gamecock Club gift deadline
JANUARY 2009:	Donor seat selection appointments begin (in person, online or by phone)
MAY 2009:	Appointments end
MAY 15, 2009:	All seat donations and ticket payments due to ticket office
AUGUST 2009:	2009 football season tickets mailed

8042-C-007

5



Loyalty

It's more than just *showing up*,
it's **standing tall** together.

We're the *spurs* in the side of anyone
who thinks they can **come into our house**
and *push us around*.

8042-C-008

MINI-PACKAGE TICKET HOLDERS

Donors who purchased four, five, or six game packages in 2008 will have the opportunity to renew (or upgrade, based on availability) these packages for the 2009 season. The YES donation for six game packages was determined by taking half of the full season donation amount for the area in which the mini-package seat is located. See examples in *YES Donation Examples* section beginning on page 14. The number of tickets you receive in your mini-package may increase or decrease on an annual basis due to ticket availability.

FUTURE PREMIUM SEATING

As the upgrading of Williams-Brice Stadium continues over the coming years, the Athletics Department has identified several areas of the stadium for potential expansion or enhancement of club seats and suites. The areas identified thus far include:

West Side 100 level (Sections 101-109)

West Side 600 level (Sections 601-606)

East Side 400 level (Sections 402-418)

CURRENT PREMIUM SEATING DONATION LEVELS 2009-2012

The Zone \$850

600 level..... \$1,100

200 level (203-206) \$1,250

Champions Club (208-209)(201-202) \$1,500

Donation levels for premium seating areas will be re-evaluated following the 2012 football season.

FOOTBALL TICKET PRIORITY

LEVEL	FIRST PRIORITY	SECOND PRIORITY	AWAY GAME PRIORITY	2008 DONORS BY GIVING LEVEL*	2008 FOOTBALL SEASON TICKETS ORDERED BY GIVING LEVEL
LIFETIME MEMBER	4	4	4	235	1,995
DIAMOND SPUR	8	2	8	16	128
PLATINUM SPUR	6	2	6	35	250
GOLDEN SPUR	6	2	6	153	1,098
GARNET SPUR	4	4	4	96	612
SILVER SPUR	4	4	4	1,621	10,219
FULL SCHOLARSHIP	4	4	2	2,883	15,442
HALF SCHOLARSHIP	4	2	2	2,562	10,348
ROUNDHOUSE	4	N/A	2	1,776	5,539
CENTURY	2	N/A	2	1,490	3,635

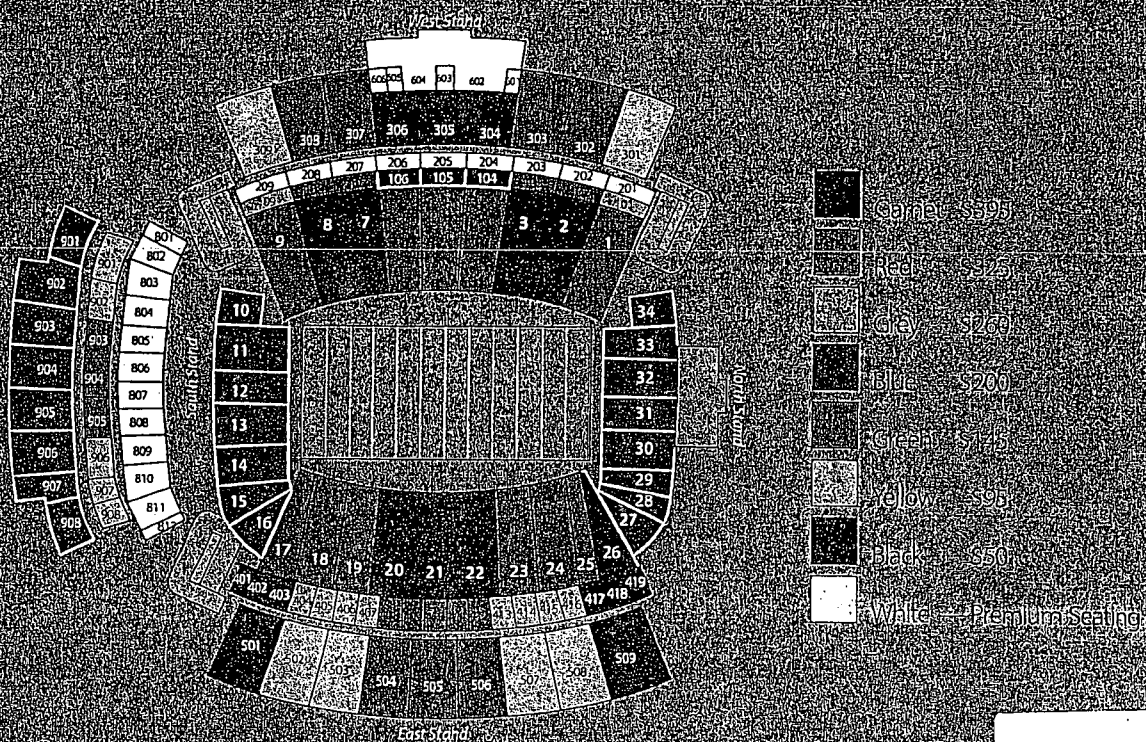
*This number reflects the total number of Gamecock Club members who purchased season tickets in 2008.

8042-C-009

FIVE STEPS TO YES

The Yearly Equitable Seat donation, or "YES donation", is a fair and simple concept, but being fair isn't always easy. If it seems complicated, it is only because being fair means that each Gamecock Club member must be given the same opportunity to take full advantage of their Gamecock Club priority membership level and seating status. That means everyone must follow the same steps before they can purchase seats to support our Gamecocks in 2009.

On the pages that follow, we have outlined the five steps to YES. As you read through the five steps, be sure to refer to your Letter of Intent Form so you can see how each step in the brochure relates to the same step on the response form. We have included examples, illustrations, and frequently asked questions to help show you how to complete Steps 1-5. If you are uncomfortable completing any of the five steps for any reason, please call the YES office at 803-777-SEAT (7328) and we will gladly assist you.



8042-C-010

YES LETTER OF INTENT

YES LETTER OF INTENT

This form may also be completed online at www.YesDonation.org by using the following login information:
 Username: yes@yesdonation.org Password: yes@yesdonation.org

PLEASE NOTE ANY CHANGES/ADDITIONS TO CONTACT INFORMATION BELOW

Player Name: [Blank] Game Center: [Blank] (Game/Parking Desk: 3369)
 Current Level: [Blank] Subcategory: [Blank] Address: 123 College Avenue, Columbia, SC 29208
 Number of Purses: [Blank] Phone: 803.777.3321
 Service Ticket: [Blank] L219 Email: address@yesdonation.org

NUMBER OF PRIORITY SEATS

Number of 1st priority seats you are eligible for: 4
 Number of 2nd priority seats you are eligible for: 3

STEP 1: DECLARATION OF INTENT/PRIORITIES

On the chart below, please indicate by marking the box with an "X" which seats you would like to designate to your 1st priority seats and which you would like to designate as 2nd priority seats. Please note that you may only designate the number of seats as noted 1st or 2nd priority to any level above. Priority designations must be made even if the donor elects to keep some/all of their current seats.

SEAT	1st PRIORITY	2nd PRIORITY	3rd PRIORITY	4th PRIORITY	5th PRIORITY	6th PRIORITY	7th PRIORITY	8th PRIORITY	9th PRIORITY	10th PRIORITY
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100										

I understand that in order to receive the opportunity to purchase additional full season tickets, if available, I must have the opportunity to relocate some/all of my current seats to the newly established donation levels. All 1st priority seats designated in "Relocation Box" will be recognized by the Athletics Department based on giving level and number of priority tickets that level. All 2nd priority seats will be allocated following the sequence of all 1st priority seats. Donors who are not currently purchasing such full season tickets at 1st or 2nd priority seats may request the opportunity to purchase additional tickets on this performance form.

Please remember that if you elect to relocate your seats, you are not guaranteed seats in your desired section, row, tier, or you are not guaranteed that your original seats will still be available to you. Also, if you elect to relocate seats in your section, you are not guaranteed relocating those seats and will not be able to relocate them.

This YES Letter of Intent may be filled out online at www.YesDonation.org.

- All Gamecock Club members are guaranteed the right to keep their current seats.
- All Gamecock Club members must indicate which of their seats are 1st priority and which are 2nd priority. Priority designations must be made even if the donor elects to keep some/all of their current seats.
- Gamecock Club members will have the following opportunities in regard to their current seats at Williams-Brice Stadium:

- ☐ Keep selected seats at the newly established donation levels
- ☐ Relocate selected seats at the newly established donation levels
- ☐ Waive rights to selected seats with no opportunity to relocate those seats

Note:

- Once donors elect to relocate some/all seats with intent to move to a higher or lower level, that donor is NOT guaranteed that tickets will be available in their desired donation level. However, every effort will be made to fulfill requests.
- Donors may only designate as either 1st or 2nd priority the number of seats listed under the "Number of Priority Seats" section of the Letter of Intent.
- Decisions regarding current seats indicated on the Letter of Intent are final.

STEP 1

Step 1 is located on the front of your YES Letter of Intent Form.

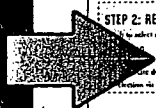
Your personal "seat priority chart" is located on the front of your seat preference form under "Step 1." Please verify that your current seats are accurate.

8042-C-011

STEP 2

Step 2 is on the top of the back of your YES Letter of Intent.

RESPONSE METHOD



STEP 2: RESPONSE METHOD
 To select new 1st priority seats via the following method (Check One)

I would like to select the following person to select on my behalf _____
 (Name in phone, Please call me to the following phone number)

STEP 3: GROUP SEATING ASSIGNMENTS
 I would like to sit with the following friends

Name: _____	Room: _____
Name: _____	Room: _____
Name: _____	Room: _____

IN PERSON ROOM 6 DAY
 Please return the letter of intent and the preference form to the YES office by October 31, 2008.

THANK YOU!

2008-2009 SEASON
YES SEATING

YES SEATING OFFICE BUILDING
 COLUMBIA, SOUTH CAROLINA 29208
 WWW.YESSEATING.ORG

QUESTIONS? CALL 803.777.5EAT (7328)

All decisions indicated on this Letter of Intent are final and cannot be changed after October 31, 2008. Membership Information is as of August 1, 2008.

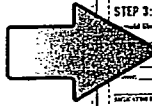
All current seat holders requesting to relocate their 1st priority seats to a higher or lower level will have the opportunity to choose new seat locations. Seats may be relocated by one of the following methods:

- ☐ In person
- ☐ Online
- ☐ Designate someone to choose on your behalf
- ☐ Phone

Note:

- The YES office is committed to helping each and every Gamecock Club member individually, regardless of membership level.
- All members will be contacted in December with information on how to complete the seating process.
- This information is to assist the YES staff with planning for seat selections. Gamecock Club members will be able to change their selection methods if necessary.

GROUP SEATING OPPORTUNITIES



STEP 2: RESPONSE METHOD
 I wish to select new seat priority using the following method. Check (1) that:
☐ In person
☐ Online
☐ I designate the following person to select on my behalf: _____
☐ Selecting the phone. Please call me at the following phone number: _____

STEP 3: GROUP SEATING ASSIGNMENTS
 I would like to sit with the following friends:
 Name: _____
 Name: _____
 Name: _____
 Name: _____

NAME (PRINT) _____ SIGNATURE (PRINT) _____ DATE _____
 Please return the Letter of Intent and the preference form to the YES office by October 31, 2008.

THANK YOU!


 YES SEATING
 1001 WEST 10TH AVENUE, SUITE 1000
 DENVER, CO 80202
 WWW.YESSEATING.ORG
 QUESTIONS? CALL 803.777.SEAT (7328)

- Donors who wish to be seated with a friend or group of friends may designate this on the Letter of Intent.
- The following procedure will be used to seat donors in groups:
 1. On the Letter of Intent, the donor must elect to relocate the same number of seats they wish to be relocated with a friend (Ex: Donor A wants two seats with a friend. He must first elect to relocate two of his current seats).

2. Return Letter of Intent attached to your friend's Letter of Intent.
3. Donors will select seats based on the membership level and priority point total of the friend at the lowest membership level and lowest amount of points (Ex: Friend A is a Full Scholarship member and Friend B is a Century Club member. Both donors will select seats at the Century Club member's scheduled time).

Note:

- Donors who wish to sit in a group are unable to use the online Letter of Intent.
- All group members' hardcopy Letters of Intent must be turned in attached together.
- Group members will be assigned one appointment time to select new seats.

STEP 3

Step 3 is on the middle of the back of your YES Letter of Intent.

8042-C-013

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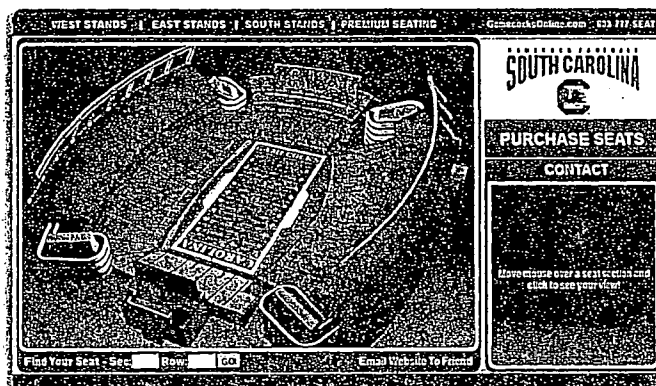
STEP 4

SEAT SELECTION PRIORITY

- All Gamecock Club members will have the opportunity to personally select their 1st priority seats using one of the methods in Step 2.
- The order in which new 1st priority seat locations will be chosen is as follows:
 1. Lifetime Member
 2. Diamond Spur
 3. Platinum Spur
 4. Golden Spur
 5. Garnet Spur
 6. Silver Spur
 7. Full Scholarship
 8. Half Scholarship
 9. Roundhouse
 10. Century
- Current mini-package ticket holders will select following the selection of all full season ticket holders and based on the same order of membership levels as above. If full season books are available, mini-package holders will be contacted by phone.

SEAT SELECTION

- Donors choosing to relocate their current 1st priority seats to a higher or lower YES donation area will have the opportunity to consult one-on-one with a YES representative. The actual seat selections will be made during individual seat selection appointments that will be scheduled starting in January 2009.
- Prior to their seat selection appointments, all donors are encouraged to contact the YES office with any questions. All donors will also have access to a new, state-of-the-art online seat selection system where they can choose their seats themselves. Donors are encouraged to utilize the seat selection system to view a YES donation area map of Williams-Brice Stadium that will provide up-to-the-minute updates on seats available. Each donor's personal login information is included on his or her Letter of Intent.
- All donors who wish to relocate their current 1st priority seats will be notified by mail with their seat selection times. Seat selection appointments will begin in January 2009 and will end in May 2009.
- Donors who elect to relocate their 2nd priority seats will be mailed a preference form in December. On this preference form, donors will be able to provide detailed information regarding their preferred areas for their 2nd priority seats. 2nd priority seats will be assigned by YES staff according to the preferences indicated. All 2nd priority seats will be assigned by Gamecock Club membership level and following the selection of all first priority seats.

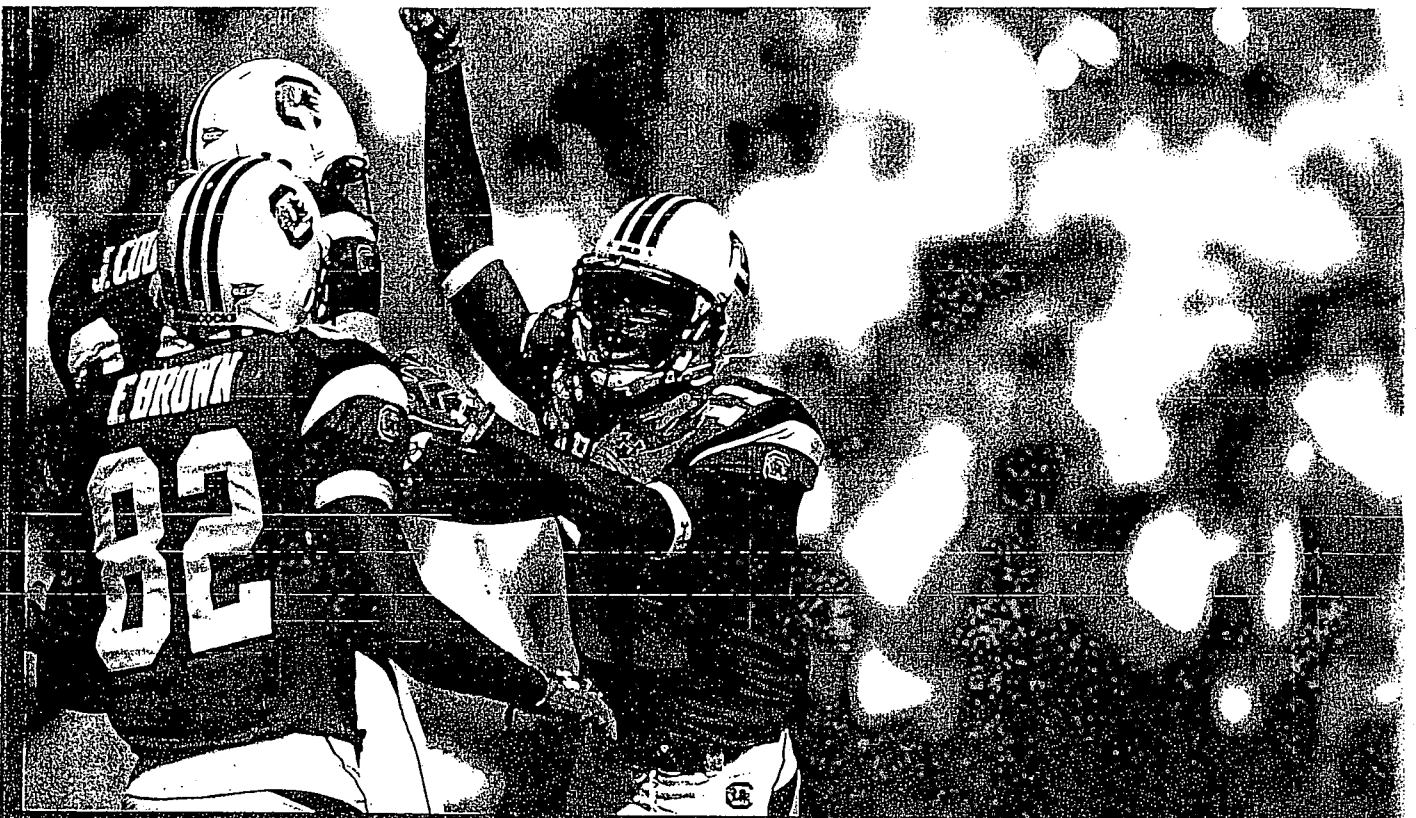


STEP 5

All donors will receive information on how to complete Step 5 in December 2008.

8042-C-015

13



YES DONATION EXAMPLES

114

8042-C-016

EXAMPLE 1

Steve has purchased four season tickets in Section 303 (Green).

Season tickets (Green Section): \$320 per seat x 4 = \$1,280

Green Section YES donation: \$145 per seat x 4 = \$580

Steve's total amount due for the 2009 season: \$1,860

YES LETTER OF INTENT						
This form may also be completed online at www.YESDonation.org by using the following login information: Donor Username: stevensmid Donor Password: stevensmid						
PLEASE NOTE ANY CHANGES/ADDITIONS TO CONTACT INFORMATION BELOW						
Name: Steve Smith			Away Game Ticket/Parking Rank: 2,869			
Giving Level: Half Scholarship			Address: 123 George Rogers Boulevard, Columbia SC 29208			
Number of Points: 294			Phone: 803.777.7328			
Season Ticket Rank: 5,370			Email Address: stew@stevens.com			
NUMBER OF PRIORITY SEATS						
Number of 1st priority seats you are eligible for: 4						
Number of 2nd priority seats you are eligible for: 2						
STEP 1: DECLARATION OF INTENT/PRIORITIES						
On the chart below, please indicate by marking the box with an 'x' which seats you would like to designate as your 1st priority seats and which you would like to designate as 2nd priority seats. Please note that you may only designate the number of seats as either 1st or 2nd priority as are listed above. Priority designations must be made <u>even if the donor elects to keep some/all of their current seats.</u>						
SEAT	AREA	SEAT DONATION SUBJECT	1ST PRIORITY	2ND PRIORITY	SEAT SEAT	RELOCATE SEAT
SECTION 303 ROW 4 SEAT 1	303	3143				
SECTION 303 ROW 4 SEAT 2	303	3144				
SECTION 303 ROW 4 SEAT 3	303	3145				
SECTION 303 ROW 4 SEAT 4	303	3146				
SECTION 303 ROW 4 SEAT 5	303	3147				
SECTION 303 ROW 4 SEAT 6	303	3148				
SECTION 303 ROW 4 SEAT 7	303	3149				
SECTION 303 ROW 4 SEAT 8	303	3150				
SECTION 303 ROW 4 SEAT 9	303	3151				
SECTION 303 ROW 4 SEAT 10	303	3152				
SECTION 303 ROW 4 SEAT 11	303	3153				
SECTION 303 ROW 4 SEAT 12	303	3154				
SECTION 303 ROW 4 SEAT 13	303	3155				
SECTION 303 ROW 4 SEAT 14	303	3156				
SECTION 303 ROW 4 SEAT 15	303	3157				
SECTION 303 ROW 4 SEAT 16	303	3158				
SECTION 303 ROW 4 SEAT 17	303	3159				
SECTION 303 ROW 4 SEAT 18	303	3160				
SECTION 303 ROW 4 SEAT 19	303	3161				
SECTION 303 ROW 4 SEAT 20	303	3162				
SECTION 303 ROW 4 SEAT 21	303	3163				
SECTION 303 ROW 4 SEAT 22	303	3164				
SECTION 303 ROW 4 SEAT 23	303	3165				
SECTION 303 ROW 4 SEAT 24	303	3166				
SECTION 303 ROW 4 SEAT 25	303	3167				
SECTION 303 ROW 4 SEAT 26	303	3168				
SECTION 303 ROW 4 SEAT 27	303	3169				
SECTION 303 ROW 4 SEAT 28	303	3170				
SECTION 303 ROW 4 SEAT 29	303	3171				
SECTION 303 ROW 4 SEAT 30	303	3172				
SECTION 303 ROW 4 SEAT 31	303	3173				
SECTION 303 ROW 4 SEAT 32	303	3174				
SECTION 303 ROW 4 SEAT 33	303	3175				
SECTION 303 ROW 4 SEAT 34	303	3176				
SECTION 303 ROW 4 SEAT 35	303	3177				
SECTION 303 ROW 4 SEAT 36	303	3178				
SECTION 303 ROW 4 SEAT 37	303	3179				
SECTION 303 ROW 4 SEAT 38	303	3180				
SECTION 303 ROW 4 SEAT 39	303	3181				
SECTION 303 ROW 4 SEAT 40	303	3182				
SECTION 303 ROW 4 SEAT 41	303	3183				
SECTION 303 ROW 4 SEAT 42	303	3184				
SECTION 303 ROW 4 SEAT 43	303	3185				
SECTION 303 ROW 4 SEAT 44	303	3186				
SECTION 303 ROW 4 SEAT 45	303	3187				
SECTION 303 ROW 4 SEAT 46	303	3188				
SECTION 303 ROW 4 SEAT 47	303	3189				
SECTION 303 ROW 4 SEAT 48	303	3190				
SECTION 303 ROW 4 SEAT 49	303	3191				
SECTION 303 ROW 4 SEAT 50	303	3192				
SECTION 303 ROW 4 SEAT 51	303	3193				
SECTION 303 ROW 4 SEAT 52	303	3194				
SECTION 303 ROW 4 SEAT 53	303	3195				
SECTION 303 ROW 4 SEAT 54	303	3196				
SECTION 303 ROW 4 SEAT 55	303	3197				
SECTION 303 ROW 4 SEAT 56	303	3198				
SECTION 303 ROW 4 SEAT 57	303	3199				
SECTION 303 ROW 4 SEAT 58	303	3200				
SECTION 303 ROW 4 SEAT 59	303	3201				
SECTION 303 ROW 4 SEAT 60	303	3202				
SECTION 303 ROW 4 SEAT 61	303	3203				
SECTION 303 ROW 4 SEAT 62	303	3204				
SECTION 303 ROW 4 SEAT 63	303	3205				
SECTION 303 ROW 4 SEAT 64	303	3206				
SECTION 303 ROW 4 SEAT 65	303	3207				
SECTION 303 ROW 4 SEAT 66	303	3208				
SECTION 303 ROW 4 SEAT 67	303	3209				
SECTION 303 ROW 4 SEAT 68	303	3210				
SECTION 303 ROW 4 SEAT 69	303	3211				
SECTION 303 ROW 4 SEAT 70	303	3212				
SECTION 303 ROW 4 SEAT 71	303	3213				
SECTION 303 ROW 4 SEAT 72	303	3214				
SECTION 303 ROW 4 SEAT 73	303	3215				
SECTION 303 ROW 4 SEAT 74	303	3216				
SECTION 303 ROW 4 SEAT 75	303	3217				
SECTION 303 ROW 4 SEAT 76	303	3218				
SECTION 303 ROW 4 SEAT 77	303	3219				
SECTION 303 ROW 4 SEAT 78	303	3220				
SECTION 303 ROW 4 SEAT 79	303	3221				
SECTION 303 ROW 4 SEAT 80	303	3222				
SECTION 303 ROW 4 SEAT 81	303	3223				
SECTION 303 ROW 4 SEAT 82	303	3224				
SECTION 303 ROW 4 SEAT 83	303	3225				
SECTION 303 ROW 4 SEAT 84	303	3226				
SECTION 303 ROW 4 SEAT 85	303	3227				
SECTION 303 ROW 4 SEAT 86	303	3228				
SECTION 303 ROW 4 SEAT 87	303	3229				
SECTION 303 ROW 4 SEAT 88	303	3230				
SECTION 303 ROW 4 SEAT 89	303	3231				
SECTION 303 ROW 4 SEAT 90	303	3232				
SECTION 303 ROW 4 SEAT 91	303	3233				
SECTION 303 ROW 4 SEAT 92	303	3234				
SECTION 303 ROW 4 SEAT 93	303	3235				
SECTION 303 ROW 4 SEAT 94	303	3236				
SECTION 303 ROW 4 SEAT 95	303	3237				
SECTION 303 ROW 4 SEAT 96	303	3238				
SECTION 303 ROW 4 SEAT 97	303	3239				
SECTION 303 ROW 4 SEAT 98	303	3240				
SECTION 303 ROW 4 SEAT 99	303	3241				
SECTION 303 ROW 4 SEAT 100	303	3242				
SECTION 303 ROW 4 SEAT 101	303	3243				
SECTION 303 ROW 4 SEAT 102	303	3244				
SECTION 303 ROW 4 SEAT 103	303	3245				
SECTION 303 ROW 4 SEAT 104	303	3246				
SECTION 303 ROW 4 SEAT 105	303	3247				
SECTION 303 ROW 4 SEAT 106	303	3248				
SECTION 303 ROW 4 SEAT 107	303	3249				
SECTION 303 ROW 4 SEAT 108	303	3250				
SECTION 303 ROW 4 SEAT 109	303	3251				
SECTION 303 ROW 4 SEAT 110	303	3252				
SECTION 303 ROW 4 SEAT 111	303	3253				
SECTION 303 ROW 4 SEAT 112	303	3254				
SECTION 303 ROW 4 SEAT 113	303	3255				
SECTION 303 ROW 4 SEAT 114	303	3256				
SECTION 303 ROW 4 SEAT 115	303	3257				
SECTION 303 ROW 4 SEAT 116	303	3258				
SECTION 303 ROW 4 SEAT 117	303	3259				
SECTION 303 ROW 4 SEAT 118	303	3260				
SECTION 303 ROW 4 SEAT 119	303	3261				
SECTION 303 ROW 4 SEAT 120	303	3262				
SECTION 303 ROW 4 SEAT 121	303	3263				
SECTION 303 ROW 4 SEAT 122	303	3264				
SECTION 303 ROW 4 SEAT 123	303	3265				
SECTION 303 ROW 4 SEAT 124	303	3266				
SECTION 303 ROW 4 SEAT 125	303	3267				
SECTION 303 ROW 4 SEAT 126	303	3268				
SECTION 303 ROW 4 SEAT 127	303	3269				
SECTION 303 ROW 4 SEAT 128	303	3270				
SECTION 303 ROW 4 SEAT 129	303	3271				
SECTION 303 ROW 4 SEAT 130	303	3272				
SECTION 303 ROW 4 SEAT 131	303	3273				
SECTION 303 ROW 4 SEAT 132	303	3274				
SECTION 303 ROW 4 SEAT 133	303	3275				
SECTION 303 ROW 4 SEAT 134	303	3276				
SECTION 303 ROW 4 SEAT 135	303	3277				
SECTION 303 ROW 4 SEAT 136	303	3278				
SECTION 303 ROW 4 SEAT 137	303	3279				
SECTION 303 ROW 4 SEAT 138	303	3280				
SECTION 303 ROW 4 SEAT 139	303	3281				
SECTION 303 ROW 4 SEAT 140	303	3282				
SECTION 303 ROW 4 SEAT 141	303	3283				
SECTION 303 ROW 4 SEAT 142	303	3284				
SECTION 303 ROW 4 SEAT 143	303	3285				
SECTION 303 ROW 4 SEAT 144	303	3286				
SECTION 303 ROW 4 SEAT 145	303	3287				
SECTION 303 ROW 4 SEAT 146	303	3288				
SECTION 303 ROW 4 SEAT 147	303	3289				
SECTION 303 ROW 4 SEAT 148	303	3290				
SECTION 303 ROW 4 SEAT 149	303	3291				
SECTION 303 ROW 4 SEAT 150	303	3292				
SECTION 303 ROW 4 SEAT 151	303	3293				
SECTION 303 ROW 4 SEAT 152	303	3294				
SECTION 303 ROW 4 SEAT 153	303	3295				
SECTION 303 ROW 4 SEAT 154	303	3296				
SECTION 303 ROW 4 SEAT 155	303	3297				
SECTION 303 ROW 4 SEAT 156	303	3298				
SECTION 303 ROW 4 SEAT 157	303	3299				
SECTION 303 ROW 4 SEAT 158	303	3300				
SECTION 303 ROW 4 SEAT 159	303	3301				
SECTION 303 ROW 4 SEAT 160	303	3302				
SECTION 303 ROW 4 SEAT 161	303	3303				
SECTION 303 ROW 4 SEAT 162	303	3304				
SECTION 303 ROW 4 SEAT 163	303	3305				
SECTION 303 ROW 4 SEAT 164	303	3306				
SECTION 303 ROW 4 SEAT 165	303	3307				
SECTION 303 ROW 4 SEAT 166	303	3308				
SECTION 303 ROW 4 SEAT 167	303	3309				
SECTION 303 ROW 4 SEAT 168	303	3310				
SECTION 303 ROW 4 SEAT 169	303	3311				
SECTION 303 ROW 4 SEAT 170	303	3312				
SECTION 303 ROW 4 SEAT 171	303	3313				
SECTION 303 ROW 4 SEAT 172	303	3314				
SECTION 303 ROW 4 SEAT 173	303	3315				
SECTION 303 ROW 4 SEAT 174	303	3316				
SECTION 303 ROW 4 SEAT 175	303	331				

EXAMPLE 2

Dawn has purchased two season tickets in Section 13 (Black) and four season tickets in Section 21 (Blue).

Season tickets (Black Section): \$320 per seat x 2 = \$640

Black Section YES donation: \$50 per seat x 2 = \$100

Season tickets (Blue Section): \$320 per seat x 4 = \$1,280

Blue Section YES donation: \$200 per seat x 4 = \$800

Dawn's total amount due for the 2009 season: \$2,820

YES LETTER OF INTENT

This form may also be completed online at www.YESDonation.org by using the following login information:
 Donor Username: dawnstanley Donor Password: dawnstanley

PLEASE NOTE ANY CHANGES/ADDITIONS TO CONTACT INFORMATION BELOW

Name: Dawn Stanley Away Game Ticket/Parking Rank: 1,224
 Giving Level: Silver Spur Address: 123 George Rogers Boulevard, Columbia SC 29208
 Number of Points: 479 Phone: 803.777.7328
 Season Ticket Rank: 1,080 Email Address: dawn@dawn.com

NUMBER OF PRIORITY SEATS

Number of 1st priority seats you are eligible for: 4
 Number of 2nd priority seats you are eligible for: 4

STEP 1: DECLARATION OF INTENT/PRIORITIES

On the chart below, please indicate by marking the box with an 'x' which seats you would like to relocate to 1st priority seats and which you would like to designate as 2nd priority seats. Please note that you may designate a number of seats as either 1st or 2nd priority as are listed above. Priority designations must be made to keep some/all of their current seats.

SEAT	AREA	SEAT DONATION AMOUNT	1ST PRIORITY	2ND PRIORITY	RELOCATE SEAT
SECTION 13 ROW 7 SEAT 1	BLK	\$320			
SECTION 13 ROW 7 SEAT 2	BLK	\$320			
SECTION 13 ROW 8 SEAT 1	BLK	\$320			
SECTION 13 ROW 8 SEAT 2	BLK	\$320			
SECTION 13 ROW 12 SEAT 1	BLK	\$320			
SECTION 13 ROW 12 SEAT 2	BLK	\$320			
SECTION 21 ROW 7 SEAT 1	BLU	\$320			
SECTION 21 ROW 7 SEAT 2	BLU	\$320			
SECTION 21 ROW 8 SEAT 1	BLU	\$320			
SECTION 21 ROW 8 SEAT 2	BLU	\$320			

☐ I would like to request the opportunity to purchase additional full season tickets, if available.

Donors will have the opportunity to choose new 1st priority seats using one of several methods listed below. Priority seats designated as "Relocate Seats" will be reassigned by the Athletics Department based on number of points within that level. All 2nd priority seats will be chosen following the assignment of Donors who are not currently purchasing their full allotment of 1st or 2nd priority seats may request purchase additional tickets via this preference form.

Please remember that if you elect to relocate your seats, you are not guaranteed seats in your desired location and your original seats will still be available to you. Also, if you elect to waive rights to permanently releasing those seats and will not be able to replace them.

STEP 2: RESPONSE METHOD

I wish to select new 1st priority seats via the following method: (Check One)

- ☐ In person
☐ Online
☐ I designate the following person to select on my behalf: _____
☐ Selection via phone. Please call me at the following phone number: _____

STEP 3: GROUP SEATING ASSIGNMENTS

I would like to sit with the following friends:

Name: _____ Booster# _____
 Name: _____ Booster# _____
 Name: _____ Booster# _____
 Name: _____ Booster# _____

SIGNATURE _____

MEMBER NUMBER _____

DATE _____

Please return the letter of intent and the preference form to the YES office by October 31, 2008.

THANK YOU!



1125 GEORGE ROGERS BOULEVARD
 COLUMBIA, SOUTH CAROLINA 29208
WWW.YESDONATION.ORG

QUESTIONS? CALL 803.777.SEAT (7328)

All decisions indicated on this Letter of Intent are final and cannot be changed after October 31, 2008. All membership information is as of August 1, 2008.

EXAMPLE 3

Curtis has purchased six season tickets in Section 5 (Red), two season tickets in Section 906 (Yellow) and 2 6-game packages in Section 501 (Black)

Season tickets (Red Section): \$320 per seat x 6 = \$1,920

Red Section YES donation: \$325 per seat x 6 = \$1,950

Season tickets (Yellow Section): \$320 per seat x 2 = \$640

Yellow Section YES donation: \$95 per seat x 2 = \$190

6-game packages: \$265 per seat x 2 = \$530

Black Section YES donation: \$25 (half of full season YES donation) per seat x 2 = \$50

Curtis's total amount due for the 2009 season: \$5,280

YES LETTER OF INTENT

This form may also be completed online at www.YESDonation.org by using the following login information:

Donor Username: curtisfranklin

Donor Password: curtisfranklin

PLEASE NOTE ANY CHANGES/ADDITIONS TO CONTACT INFORMATION BELOW

Name: Curtis Franklin

Giving Level: Golden Spur

Number of Points: 885

Season Ticket Rank: 349

Away Game Ticket/Parking Rank: 349

Address: 123 George Rogers Boulevard, Columbia SC 29208

Phone: 803.777.7328

E-mail Address: curtis@curtis.com

NUMBER OF PRIORITY SEATS

Number of 1st priority seats you are eligible for: 6

Number of 2nd priority seats you are eligible for: 2

STEP 1: DECLARATION OF INTENT/PRIORITIES

On the chart below, please indicate by marking the box with an 'x' which seats you would like to designate as 1st or 2nd priority seats. Please note that you may designate a number of seats as either 1st or 2nd priority as are listed above. Priority designations must be made to keep some/all of their current seats.

SEAT	AREA	SEAT DONATION AMOUNT	1ST PRIORITY	2ND PRIORITY	RELOCATE SEAT
SECTION 5 ROW 1 SEAT 10	RED	\$325			
SECTION 5 ROW 1 SEAT 11	RED	\$325			
SECTION 5 ROW 1 SEAT 12	RED	\$325			
SECTION 5 ROW 1 SEAT 13	RED	\$325			
SECTION 5 ROW 1 SEAT 14	RED	\$325			
SECTION 5 ROW 1 SEAT 15	RED	\$325			
SECTION 5 ROW 2 SEAT 1	RED	\$325			
SECTION 5 ROW 2 SEAT 2	RED	\$325			
SECTION 5 ROW 2 SEAT 3	RED	\$325			
SECTION 5 ROW 2 SEAT 4	RED	\$325			
SECTION 5 ROW 2 SEAT 5	RED	\$325			
SECTION 5 ROW 2 SEAT 6	RED	\$325			
SECTION 5 ROW 2 SEAT 7	RED	\$325			
SECTION 5 ROW 2 SEAT 8	RED	\$325			
SECTION 5 ROW 2 SEAT 9	RED	\$325			
SECTION 5 ROW 2 SEAT 10	RED	\$325			
SECTION 5 ROW 2 SEAT 11	RED	\$325			
SECTION 5 ROW 2 SEAT 12	RED	\$325			
SECTION 5 ROW 2 SEAT 13	RED	\$325			
SECTION 5 ROW 2 SEAT 14	RED	\$325			
SECTION 5 ROW 2 SEAT 15	RED	\$325			
SECTION 5 ROW 2 SEAT 16	RED	\$325			
SECTION 5 ROW 2 SEAT 17	RED	\$325			
SECTION 5 ROW 2 SEAT 18	RED	\$325			
SECTION 5 ROW 2 SEAT 19	RED	\$325			
SECTION 5 ROW 2 SEAT 20	RED	\$325			
SECTION 5 ROW 2 SEAT 21	RED	\$325			
SECTION 5 ROW 2 SEAT 22	RED	\$325			
SECTION 5 ROW 2 SEAT 23	RED	\$325			
SECTION 5 ROW 2 SEAT 24	RED	\$325			
SECTION 5 ROW 2 SEAT 25	RED	\$325			
SECTION 5 ROW 2 SEAT 26	RED	\$325			
SECTION 5 ROW 2 SEAT 27	RED	\$325			
SECTION 5 ROW 2 SEAT 28	RED	\$325			
SECTION 5 ROW 2 SEAT 29	RED	\$325			
SECTION 5 ROW 2 SEAT 30	RED	\$325			
SECTION 5 ROW 2 SEAT 31	RED	\$325			
SECTION 5 ROW 2 SEAT 32	RED	\$325			
SECTION 5 ROW 2 SEAT 33	RED	\$325			
SECTION 5 ROW 2 SEAT 34	RED	\$325			
SECTION 5 ROW 2 SEAT 35	RED	\$325			
SECTION 5 ROW 2 SEAT 36	RED	\$325			
SECTION 5 ROW 2 SEAT 37	RED	\$325			
SECTION 5 ROW 2 SEAT 38	RED	\$325			
SECTION 5 ROW 2 SEAT 39	RED	\$325			
SECTION 5 ROW 2 SEAT 40	RED	\$325			
SECTION 5 ROW 2 SEAT 41	RED	\$325			
SECTION 5 ROW 2 SEAT 42	RED	\$325			
SECTION 5 ROW 2 SEAT 43	RED	\$325			
SECTION 5 ROW 2 SEAT 44	RED	\$325			
SECTION 5 ROW 2 SEAT 45	RED	\$325			
SECTION 5 ROW 2 SEAT 46	RED	\$325			
SECTION 5 ROW 2 SEAT 47	RED	\$325			
SECTION 5 ROW 2 SEAT 48	RED	\$325			
SECTION 5 ROW 2 SEAT 49	RED	\$325			
SECTION 5 ROW 2 SEAT 50	RED	\$325			
SECTION 5 ROW 2 SEAT 51	RED	\$325			
SECTION 5 ROW 2 SEAT 52	RED	\$325			
SECTION 5 ROW 2 SEAT 53	RED	\$325			
SECTION 5 ROW 2 SEAT 54	RED	\$325			
SECTION 5 ROW 2 SEAT 55	RED	\$325			
SECTION 5 ROW 2 SEAT 56	RED	\$325			
SECTION 5 ROW 2 SEAT 57	RED	\$325			
SECTION 5 ROW 2 SEAT 58	RED	\$325			
SECTION 5 ROW 2 SEAT 59	RED	\$325			
SECTION 5 ROW 2 SEAT 60	RED	\$325			
SECTION 5 ROW 2 SEAT 61	RED	\$325			
SECTION 5 ROW 2 SEAT 62	RED	\$325			
SECTION 5 ROW 2 SEAT 63	RED	\$325			
SECTION 5 ROW 2 SEAT 64	RED	\$325			
SECTION 5 ROW 2 SEAT 65	RED	\$325			
SECTION 5 ROW 2 SEAT 66	RED	\$325			
SECTION 5 ROW 2 SEAT 67	RED	\$325			
SECTION 5 ROW 2 SEAT 68	RED	\$325			
SECTION 5 ROW 2 SEAT 69	RED	\$325			
SECTION 5 ROW 2 SEAT 70	RED	\$325			
SECTION 5 ROW 2 SEAT 71	RED	\$325			
SECTION 5 ROW 2 SEAT 72	RED	\$325			
SECTION 5 ROW 2 SEAT 73	RED	\$325			
SECTION 5 ROW 2 SEAT 74	RED	\$325			
SECTION 5 ROW 2 SEAT 75	RED	\$325			
SECTION 5 ROW 2 SEAT 76	RED	\$325			
SECTION 5 ROW 2 SEAT 77	RED	\$325			
SECTION 5 ROW 2 SEAT 78	RED	\$325			
SECTION 5 ROW 2 SEAT 79	RED	\$325			
SECTION 5 ROW 2 SEAT 80	RED	\$325			
SECTION 5 ROW 2 SEAT 81	RED	\$325			
SECTION 5 ROW 2 SEAT 82	RED	\$325			
SECTION 5 ROW 2 SEAT 83	RED	\$325			
SECTION 5 ROW 2 SEAT 84	RED	\$325			
SECTION 5 ROW 2 SEAT 85	RED	\$325			
SECTION 5 ROW 2 SEAT 86	RED	\$325			
SECTION 5 ROW 2 SEAT 87	RED	\$325			
SECTION 5 ROW 2 SEAT 88	RED	\$325			
SECTION 5 ROW 2 SEAT 89	RED	\$325			
SECTION 5 ROW 2 SEAT 90	RED	\$325			
SECTION 5 ROW 2 SEAT 91	RED	\$325			
SECTION 5 ROW 2 SEAT 92	RED	\$325			
SECTION 5 ROW 2 SEAT 93	RED	\$325			
SECTION 5 ROW 2 SEAT 94	RED	\$325			
SECTION 5 ROW 2 SEAT 95	RED	\$325			
SECTION 5 ROW 2 SEAT 96	RED	\$325			
SECTION 5 ROW 2 SEAT 97	RED	\$325			
SECTION 5 ROW 2 SEAT 98	RED	\$325			
SECTION 5 ROW 2 SEAT 99	RED	\$325			
SECTION 5 ROW 2 SEAT 100	RED	\$325			

☐ I would like to request the opportunity to purchase additional full season tickets, if available.

Donors will have the opportunity to choose new 1st priority seats using one of several methods listed below. Priority seats designated as "Relocate Seats" will be reassigned by the Athletics Department based on number of points within that level. All 2nd priority seats will be chosen following the assignment of Donors who are not currently purchasing their full allotment of 1st or 2nd priority seats may request purchase additional tickets via this preference form.

Please remember that if you elect to relocate your seats, you are not guaranteed seats in your desired location. Your original seats will still be available to you. Also, if you elect to waive rights to permanently relocate those seats and will not be able to replace them.

STEP 2: RESPONSE METHOD

I wish to select new 1st priority seats via the following method: (Check One)

☐ In person

☐ Online

☐ I designate the following person to select on my behalf: _____

☐ Selection via phone. Please call me at the following phone number: _____

STEP 3: GROUP SEATING ASSIGNMENTS

I would like to sit with the following friends:

Name: _____ Booster# _____
 Name: _____ Booster# _____
 Name: _____ Booster# _____
 Name: _____ Booster# _____

SIGNATURE _____

MEMBER NUMBER _____

DATE _____

Please return the letter of intent and the preference form to the YES office by October 31, 2008.

THANK YOU!



1125 GEORGE ROGERS BOULEVARD
 COLUMBIA, SOUTH CAROLINA 29208

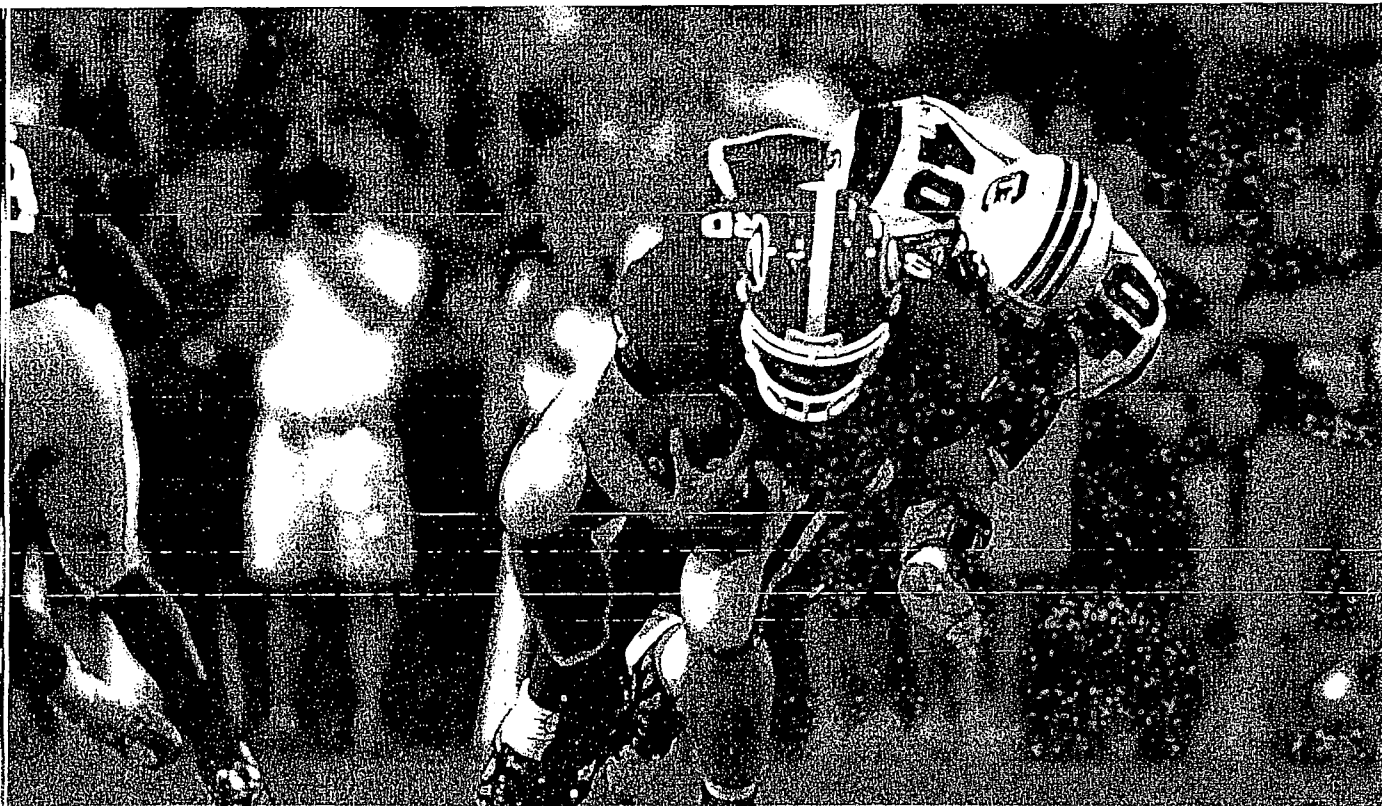
WWW.YESDONATION.ORG

QUESTIONS? CALL 803.777.SEAT (7328)

© 2008 YES Donations. All rights reserved. This form and its contents are the property of YES Donations and may not be reproduced or used in any way without the written permission of YES Donations.

8042-C-019

17



FREQUENTLY ASKED QUESTIONS

18

8042-C-020

1. IF I ELECT TO RELOCATE ALL OR SOME OF MY CURRENT SEATS, AM I GUARANTEED SEATS IN MY DESIRED SEAT DONATION AREA?

Once a donor elects to relocate a particular seat, he/she is guaranteed to have a seat available, but not necessarily at his or her desired donation level.

2. ARE ALL DONORS GUARANTEED THE SAME NUMBER OF SEATS THEY CURRENTLY HAVE AT EITHER A HIGHER OR LOWER LEVEL?

Donors are guaranteed the same number of seats they currently have at Williams-Brice Stadium, but those seats may not be at their desired donation level if they elect to relocate their current seats.

3. I CURRENTLY PURCHASE A MINI-PACKAGE (6, 5, 4 GAME). HOW DO I PURCHASE SEASON TICKETS?

Donors who purchased four, five, or six game packages in 2008 will have the opportunity to renew those packages for the 2009 season. The number of tickets you receive in your mini-package may increase or decrease on an annual basis due to ticket availability. Current mini-package ticket holders will be contacted by phone if full season ticket books are available.

4. DO I HAVE THE ABILITY TO RELOCATE SEATS TO SIT WITH A FRIEND?

Yes, donors have the option of relocating to sit with a friend, if they follow the following procedure:

- 1. Select "Relocate" for same number of current seats you wish to be seated with a friend — Ex: Donor A wants two seats with a friend. He must elect to relocate two of his current seats.*
- 2. Return Letter of Intent attached to your friend's Letter of Intent.*
- 3. Select seats based on the membership level and priority point total of the friend at the lowest membership level and lowest amount of points — Ex: Friend A is a Full Scholarship member and Friend B is a Century Club member. They will select seats at the Century Club member's scheduled time.*

5. I AM A NEW DONOR. CAN I GET FOOTBALL SEASON TICKETS?

Donors without football season tickets will have rights to select seats based on availability, their membership level, and their points. This selection will take place following the selection of current season ticket holders.

6. WHEN IS MY PAYMENT DUE?

All seat donations, premiums, and ticket money will be due on May 15, 2009.

7. IS THE STADIUM OPEN FOR ME TO SEE SEATS THAT I MIGHT LIKE TO SIT IN?

YES representatives will be available to meet with season ticket holders prior to the selection process. Donors may reach the YES office by calling 803-777-SEAT (7328).

8. WHAT IF I CAN'T MAKE MY SELECTION TIME?

Donors unable to make their selection times in person, via phone, or online may elect someone to choose their seats on their behalf. If a donor misses their seat selection time by more than 30 minutes, the YES office will select seats for the donor based on the best available seats.

8042-C-021

19

9. HOW WERE GIVING LEVELS ESTABLISHED FOR THIS PLAN?

Extensive research of peer institutions was conducted by the Special Committee on Athletics and Athletics Department staff. The seat donation amounts were determined after weighing affordability for fans, equality for fans and the resources needed to battle for championships.

10. HOW MUCH MONEY WILL BE RAISED AND HOW WILL THAT MONEY BE USED?

Approximately \$7,600,000 will be raised annually from the Williams-Brice Stadium YES donation plan as a part of The Garnet Way. This money will be used to assist the University in building a comprehensive championship-caliber athletics program. These funds will be used to fund various aspects of the Master Plan for Facilities, including The Dodie Anderson Academic Center, Administration/Coaches Support Building, track renovations, tennis complex renovations, basketball practice facility, and Williams-Brice Stadium renovations.

11. CAN RATES INCREASE NEXT YEAR?

Seat donation amounts will be fixed for three years. The current seat donation levels are not subject to change until the 2012 season. Season ticket prices are subject to change on an annual basis.

12. AS LONG AS I MAINTAIN MY GAMECOCK CLUB MEMBERSHIP, CAN I HAVE ACCESS TO MY SAME SEATS AT WILLIAMS-BRICE STADIUM AFTER THE 2009 SEASON?

If donors maintain their membership level, they will maintain all current seats as long as all seat donations, Gamecock Club membership dues, and season ticket costs are paid by the established deadlines.

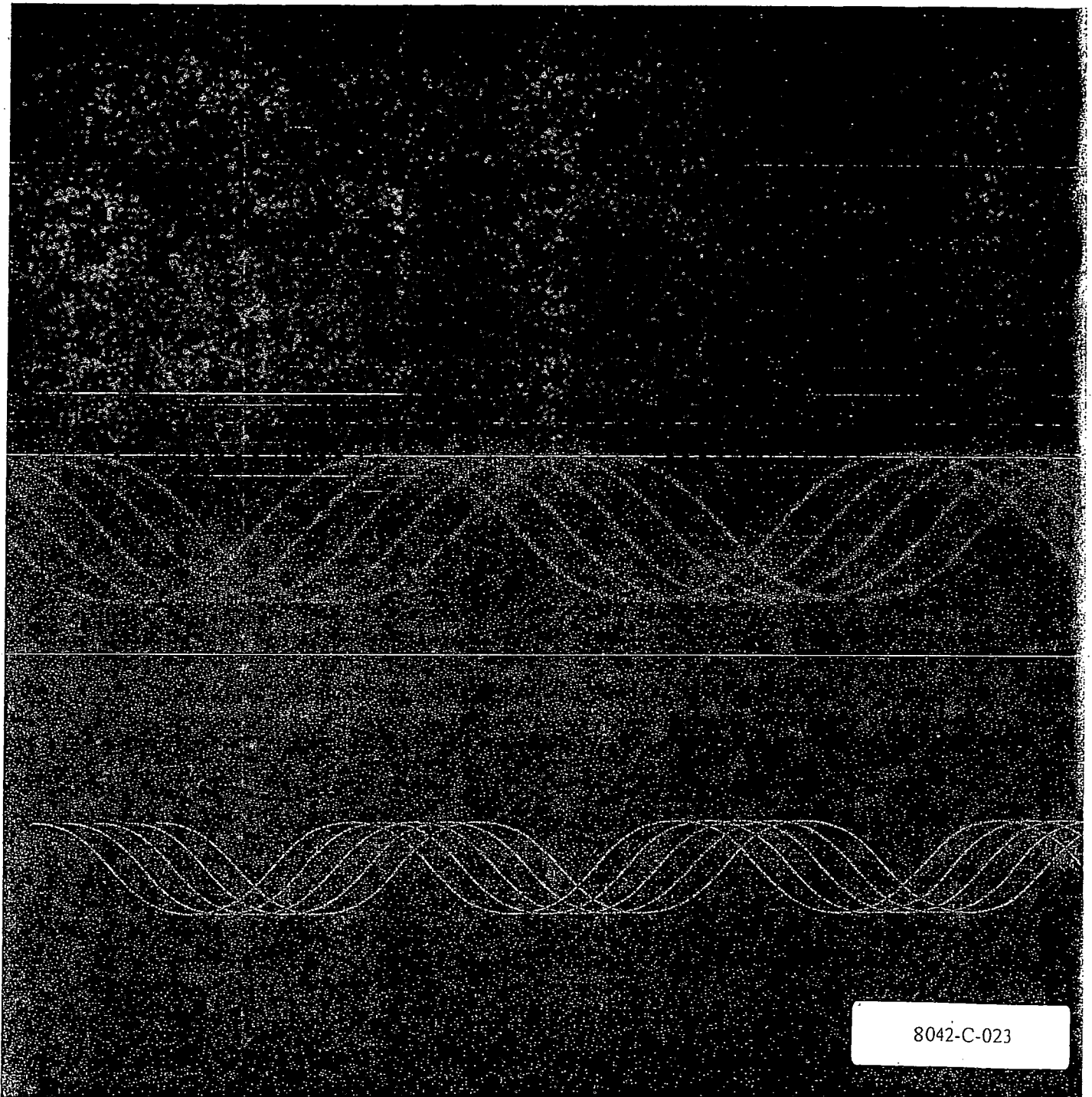
13. WHY DO I HAVE TWO DIFFERENT RANKS WITHIN THE GAMECOCK CLUB?

The Gamecock Club ranks all members by membership level, then points within that level for the purpose of season ticket assignment. However, for the assignment of away game tickets and parking, members are also ranked strictly by points, regardless of membership level.

14. WHY WAS A SEAT DONATION PROGRAM IMPLEMENTED INSTEAD OF RAISING TICKET PRICES?

As opposed to season ticket prices, seat donations are 80% tax deductible. This means that the seat donations are more fan-friendly than higher ticket prices. YES donations are also key components of The Garnet Way initiative, so by contributing to YES, fans are also contributing to facility upgrades and the effort to develop a championship-caliber athletics program at the University of South Carolina.

THANK YOU!





1125 GEORGE ROGERS BOULEVARD
COLUMBIA, SOUTH CAROLINA 29208
803-777-SEAT (7328)
WWW.YESDONATION.ORG

8042-C-024

PROFESSIONAL REALTY INC.
Commercial Real Estate Brokerage & Consulting Services

Thursday, February 12, 2009

Ms. Kamryn Hollar
Assistant Ticket Manager
University of South Carolina Athletic Ticket Office
801 Lincoln Street
Columbia, South Carolina 29208

Re: Season Baseball Tickets
George M. Lee, III
Lifetime Membership #: 48827

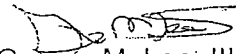
Kamryn:

As a Lifetime Full Scholarship member, it is my position that I have the right to purchase season baseball tickets as per my separate contract agreement with the University of South Carolina Gamecock Club without the payment of any added premium and/or additional donations for the use of these seats, and I am hereby claiming my legal right to purchase these seats in accordance with the terms and conditions, as set forth in my Lifetime contract which was provided to the Athletic Ticket office as an attachment to my season ticket application(copy attached).

The enclosed payment in the amount of three hundred (\$300.00) dollars for 2009 Seat License Fees is being made under right of reservation and this payment in no way waives any contractual rights that I have under my Lifetime Full Scholarship contract with the University of South Carolina.

Should you have any questions regarding my position on this matter, please do not hesitate to contact me at your convenience. I may be reached at 803-309-5021.

Sincerely,


George M. Lee, III
cc: Mark Hardee
GML/cml





Gamecock Ticket Office

801 Lincoln St
Columbia, SC 29208
Phone 803-777-4274 Fax 803-777-7971

INVOICE

DATE: 2/2/2009
INVOICE #

Bill To:

48827

Mr. George Lee

Columbia, SC 29223

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
6	2009 Gamecock Baseball Seat License	50.00	\$300.00
SUBTOTAL			\$300.00
SHIPPING & HANDLING			\$0.00
TOTAL			\$300.00

Make all checks payable: USC ATHLETICS and remit to the above address.

If you have any questions concerning this invoice, contact the Gamecock Ticket Office, 803-777-4274

Thank you for your support!

GEORGE M. LEE, III

CAROLINA NATIONAL BANK
COLUMBIA, SC 29201

1674

PAY TO
THE ORDER
OF

USC Athletic Ticket Office

67-808-539

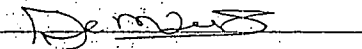
Date 2/12/09

\$300.00

DOLLARS

three hundred and no/100 *****

Baseball Seat License Fee 2009



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

USC Athletic Ticket Office
801 Lincoln Street
Columbia, SC 29208

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Sarah Buscher ☐ Agent ☒ Addressee

B. Received by (Printed Name)

Sarah Buscher

C. Date of Delivery

12/1/08

D. Is delivery address different from Item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

7002 3150 0001 1185 9148

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

PROFESSIONAL REALTY INC.
Commercial Real Estate Brokerage & Consulting Services

November 26, 2008

University of South Carolina Athletic Ticket Office
801 Lincoln Street
Columbia, South Carolina 29208

Re: Season Baseball Tickets
George M. Lee, III
Lifetime Membership #: 48827

To Whom It May Concern:

As a Lifetime Full Scholarship member, it is my position that I have the right to purchase these tickets as per my separate contract agreement with the University of South Carolina Gamecock Club without the payment of any added premium and/or additional donations for the use of these seats, and I am hereby claiming my legal right to purchase these seats in accordance with the terms and conditions, as set forth in my Lifetime contract (copy attached).

Any attempt to deny my rights, as set forth within the above-referenced Lifetime contract, will be considered breach of the contract in place on the part of the University and the Gamecock Club and will be met with an appropriate response.

Should you have any questions regarding my position on this matter, please do not hesitate to contact me at your convenience. I may be reached at 803-309-5021.

Sincerely,

George M. Lee, III
cc: Mark Hardee
GML/cml

GEORGE M. LEE, III

CAROLINA NATIONAL BANK
COLUMBIA, SC 29201

1569

PAY TO
THE ORDER
OF

USC

67-808-539

Date 11/26/2008

\$ **1,268.00

DOLLARS

One Thousand Two Hundred Sixty-Eight Only*****

Baseball Tickets Accord and satisfaction

De Mott

MP
Dedits on back
Security Features

PROFESSIONAL REALTY INC.
Commercial Real Estate Brokerage & Consulting Services

November 17, 2008

University of South Carolina Athletic Ticket Office
801 Lincoln Street
Columbia, South Carolina 29208

Re: Season Baseball Tickets
George M. Lee, III
Lifetime Membership #: 48827

To Whom It May Concern:

As a Lifetime Full Scholarship member, it is my position that I have the right to purchase these tickets as per my separate contract agreement with the University of South Carolina Gamecock Club without the payment of any added premium and/or additional donations for the use of these seats, and I am hereby claiming my legal right to purchase these seats in accordance with the terms and conditions, as set forth in my Lifetime contract (copy attached).

Any attempt to deny my rights, as set forth within the above-referenced Lifetime contract, will be considered breach of the contract in place on the part of the University and the Gamecock Club and will be met with an appropriate response.

Should you have any questions regarding my position on this matter, please do not hesitate to contact me at your convenience. I may be reached at 803-309-5021.

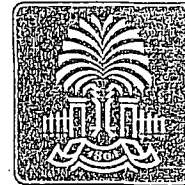
Sincerely,

George M. Lee, III
cc: Mark Hardee
GML/cml



UNIVERSITY OF SOUTH CAROLINA
ATHLETICS TICKET OFFICE

801 LINCOLN STREET
COLUMBIA, SOUTH CAROLINA 29208
PHONE 803-777-4274 • 1-800-4SC FANS • FAX 803-777-7971



2009 Baseball Season Tickets

CUSTOMER NUMBER: 48527	PRIORITY	ORDER DEADLINE
Mr. George Lee, III	LEVEL: LIFE	12/5/08
Columbia, SC 29223		

SEASON TICKET INFORMATION							
PREVIOUS YEAR SEAT LOCATION				DESCRIPTION	QTY.	PRICE	AMOUNT
SEC.	ROW	FROM	TO				
17	6	8	13	Seat Donation: Garnet	6	50.00	300.00
17	6	8	13	Season Ticket: Adult	6	210.00	1,260.00

ADDITIONAL ORDER		ORDER	PRICE	AMOUNT
*** Miscellaneous Items ***				
2009 Baseball Media Guide			10.00	
THANK YOU FOR YOUR ORDER!				
Make checks payable to: University of South Carolina		HANDLING		8.00
☐ Visa ☐ MC ☐ Discover		TOTAL REMITTANCE		
Exp. Date				

To request seat change, please use the lines below. If this is not enough room, please attach a letter. Seat changes are subject to availability and are only considered if requested. All requests are reviewed and every effort will be made to accommodate seat change requests. Seating will be based on Gamecock Club priority. Individuals with group requests to sit together should submit all orders together. Group assignments will be based on the application with the lowest priority.

Please make corrections so we may contact you regarding your order.

419-8821 4020
Evening Phone: 803-789-4411 Day Phone: (803) 419-2666
priscilla@profrealty.com george@profrealty.com

OFFICE USE ONLY			
DATE REC.		BY	BATCH
CA ☐	DS ☐	VI ☐	
CK ☐		MC ☐	

PROFESSIONAL REALTY INC.
Commercial Real Estate Brokerage & Consulting Services

November 26, 2008

University of South Carolina Athletic Ticket Office
801 Lincoln Street
Columbia, South Carolina 29208

Re: Season Baseball Tickets
George M. Lee, III
Lifetime Membership #: 48827

To Whom It May Concern:

As a Lifetime Full Scholarship member, it is my position that I have the right to purchase these tickets as per my separate contract agreement with the University of South Carolina Gamecock Club without the payment of any added premium and/or additional donations for the use of these seats, and I am hereby claiming my legal right to purchase these seats in accordance with the terms and conditions, as set forth in my Lifetime contract (copy attached).

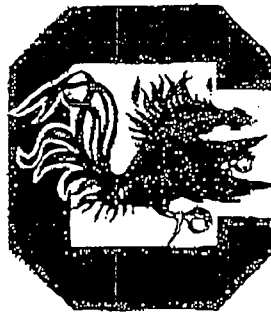
Any attempt to deny my rights, as set forth within the above-referenced Lifetime contract, will be considered breach of the contract in place on the part of the University and the Gamecock Club and will be met with an appropriate response.

Should you have any questions regarding my position on this matter, please do not hesitate to contact me at your convenience. I may be reached at 803-309-5021.

Sincerely,



George M. Lee, III
cc: Mark Hardee
GML/cml



FAX COVER SHEET

University of South Carolina TICKET OFFICE

To: Mr. George Lee

Fax Number: 803-419-4090

From: Kamnyn Hollar, USC Ticket Office

Fax Number: 803-777-7971

Number of Pages (including cover): 2

Date: 2/2/09

Notes: Please see attached invoice regarding the 2009 seat licenses.



Gamecock Ticket Office

INVOICE

801 Lincoln St
Columbia, SC 29208
Phone 803-777-4274 Fax 803-777-7971

DATE: 2/2/2009
INVOICE #

Bill To:

48827

Mr. George Lee

Columbia, SC 29208

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
6	2009 Gamecock Baseball Seat License	50.00	\$300.00
SUBTOTAL			\$300.00
SHIPPING & HANDLING			\$0.00
TOTAL			\$300.00

Make all checks payable: USC ATHLETICS and remit to the above address.

If you have any questions concerning this invoice, contact the Gamecock Ticket Office, 803-777-4274

Thank you for your support!

YES LETTER OF INTENT

MIS
10/30

This form may also be completed online at www.YESDonation.org by using the following login information:

Donor Username: 48827

Donor Password: 9790

PLEASE NOTE ANY CHANGES/ADDITIONS TO CONTACT INFORMATION BELOW

Name: Mr. George Lee, III

Away Game Ticket/Parking Rank: 202

Giving Level: Lifetime Full Scholarship

Address:

Number of Points: 1244.80

Phone:

Season Ticket Rank: 147

Email Address: prisite@aol.com

NUMBER OF PRIORITY SEATS

Number of 1st priority seats you are eligible for: 4

Number of 2nd priority seats you are eligible for: 4

STEP 1: DECLARATION OF INTENT/PRIORITIES * see attached

On the chart below, please indicate by marking the box with an 'x' which seats you would like to designate as your first priority seats and which you would like to designate as second priority seats. Please note that you may only designate the number of seats as either 1st or 2nd priority as are listed above. Priority designations must be made even if the donor elects to keep some/all of their current seats.

SEAT	AREA	SEAT DONATION AMOUNT	1ST PRIORITY	2ND PRIORITY	KEEP SEAT	RELOCATE SEAT	WAIVE RIGHTS TO SEAT
SECTION 5 ROW 33 SEAT 23		\$325			X		
SECTION 5 ROW 33 SEAT 24		\$325			X		
SECTION 5 ROW 33 SEAT 25		\$325			X		
SECTION 5 ROW 33 SEAT 26		\$325			X		
SECTION 103 ROW 2 SEAT 13		\$325			X		
SECTION 103 ROW 2 SEAT 14		\$325			X		
SECTION 103 ROW 2 SEAT 15		\$325			X		
SECTION 103 ROW 2 SEAT 16		\$325			X		

☐ I would like to request the opportunity to purchase additional full season tickets, if available.

Donors will have the opportunity to choose new 1st priority seats using one of several methods listed inside. All 2nd priority seats designated as "Relocate Seat" will be reassigned by the Athletics Department based on giving level and number of points within that level. All 2nd priority seats will be chosen following the assignment of all 1st priority seats.

Donors who are not currently purchasing their full allotment of first or second priority seats may request the opportunity to purchase additional tickets via this preference form.

Please remember that if you elect to relocate your seats, you are not guaranteed seats in your desired section, nor are you guaranteed that your original seats will still be available to you. Also, if you waive rights to your seats, you are permanently releasing those seats and will not be able to replace them.



gc04665

8042-B-002

STEP 2: RESPONSE METHOD

I wish to select new 1st priority seats via the following method: (Check One)

☐ In person

☐ Online

☐ I designate the following person to select on my behalf: _____

☐ Selection via phone. Please call me at the following phone number: _____

STEP 3: GROUP SEATING ASSIGNMENTS

I would like to sit with the following friends:

Name: _____ Booster# _____

Name: _____ Booster# _____

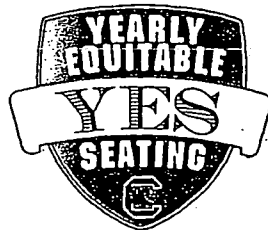
Name: _____ Booster# _____

Name: _____ Booster# _____

SIGNATURE Miguel 225 MEMBER NUMBER 48827 DATE 10-29-2009

Please return the letter of intent and the preference form to the YES office by October 31, 2008.

THANK YOU!



1125 GEORGE ROGERS BOULEVARD
COLUMBIA, SOUTH CAROLINA 29208

WWW.YESDONATION.ORG

QUESTIONS? CALL 803.777.SEAT (7328)

All decisions indicated on this Letter of Intent are final and unable to be changed after October 31, 2008. Membership information is as of August 1, 2008.

8042-B-003

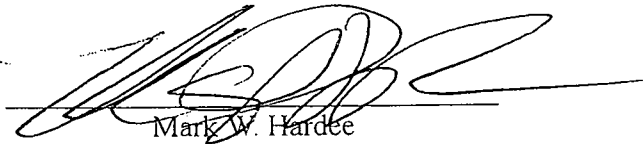
* I intend to claim the rightful use and ownership to the seats above and incorporate herein by reference my Lifetime contract with USC. I have held these seats since 1996 or before, and I specifically reserve the right to object to any added premiums and/or additional donations for use of my seats.

X Dege m. Lee, 10-29-2008

8042-B-004

Certificate of Counsel

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

A handwritten signature in black ink, appearing to read 'Mark W. Hardee', is written over a horizontal line.

Mark W. Hardee
The Hardee Law Firm
2301 Devine St
Columbia, SC 29205
(803)799-0905
Attorney for Appellant

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS
APPEAL FROM HORRY COUNTY
COURT OF COMMON PLEAS

George M. Lee III

Plaintiffs,

vs.

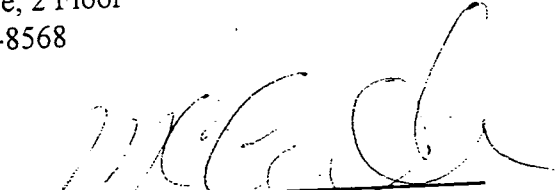
University of South Carolina and the
University of South Carolina
Gamecock Club

Defendants.

CERTIFICATE OF SERVICE

I hereby certify that on the 26th day of April, 2013, I served, via Hand Delivered, at the address below, a copy of the Appellant's Records on Appeal pertaining to the above-referenced action.

William H. Davidson, II
1611 Devonshire Drive, 2 Floor
Columbia, SC 29202-8568


Vicky McCarter
Assistant to Mark Hardee
The Hardee Law Firm

Columbia, South Carolina

Date: 4/26/13

RECEIVED

MAY 03 2013

SC Court of Appeals