



## NORTHWESTERN ATHLETICS

August 23, 2017

David Saylor  
Director of Athletics  
Miami University  
230 Millett Hall  
Oxford, Ohio 45056

Dear David:

This letter will serve as an Addendum to our contract for a football game that was signed on December 1, 2016.

This Addendum confirms that the date of the football game in the agreement between Miami University and Northwestern University will move from September 17, 2022 to September 24, 2022.

All other components and clauses from that agreement remain in place.

Please return a signed copy of this agreement for the file. Thank you.

Sincerely,



Steven A. Green  
Deputy Director of Athletics

For Northwestern University:

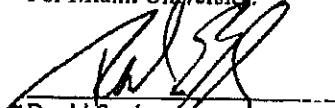


Steven A. Green

8/25/17

date

For Miami University:



David Saylor

8/24/17

date

Miami addendum

CHICAGO'S BIG TEN TEAM™

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## AGREEMENT

This is a record of the agreement made November 21, 2016 by and between Northwestern University ("Home Team") and Miami University of Oxford, Ohio ("Visiting Team"):

1. PURPOSE. The purpose of this agreement is to confirm the arrangements and conditions under which Northwestern and Miami University will compete in one game of football during the regular football season as set forth in section 2.
2. EVENT. Each party shall cause its varsity team to play the other in a game of football (a "Game or Games") in accordance with the terms of this agreement. The game shall be held as set forth below:

DATE  
September 17, 2022

PLACE  
Evanston, IL

TIME  
TBA

3. RULES FOR THE CONTEST. The contest shall be governed by the rules of National Collegiate Athletic Association ("NCAA") as in effect at the time of the contest.
4. ELIGIBILITY OF TEAM MEMBERS. The eligibility of each team member to participate in the game shall be governed by the rules and regulations of the NCAA, his institution and the rules of the athletic conference, if any, of which each institution is a member.
5. OFFICIALS. The officials for the contests shall be assigned by the coordinator of football officiating of the conference of the Home Team.
6. COMPENSATION TO VISITING TEAM.
  - A. The Home Team for the game shall compensate the Visiting Team a flat fee of \$950,000 (nine hundred and fifty thousand dollars), and no other compensation shall be due or payable.
  - B. The Home Team shall pay the Visiting Team the amount due hereunder not later than February 15, following the contest.
  - C. Revenue from radio and television shall be handled as set forth in succeeding paragraphs and shall be in addition to any compensation payable under this paragraph.

7. ALLOCATION AND PRICING OF TICKETS.

- A. Ticket prices shall be set by the Home Team.
- B. No tickets shall be allocated to the following people, all of whom are to be admitted free of charge: (i) bands; (ii) cheerleaders and mascots for each team, when in uniform; and (iii) game workers, defined as those who have a specific and necessary duty to perform at the game and do not occupy saleable seats.
- C. The Visiting Team shall be allowed 400 complimentary tickets.
- D. If requested, up to 5,000 tickets shall be allocated to the Visiting Team's institution and will be provided by August 1 preceding the scheduled contest. The Visiting Team shall account for all tickets issued at the price printed thereon and shall return for credit all unsold tickets (over the 400 complimentary) by the Monday preceding the contest. (Marching Band and cheerleaders are admitted at no charge. Marching Band location will be within the visiting team seat block).

8. SIDELINE AND PRESS BOX PASSES. The Visiting Team shall be provided with the following: 60 sideline passes, 8 athletic director booth passes (at NU, 6 seats, 2 standing room), 8 coaches' booth passes, 4 video passes, 6 all-access passes and 10 parking passes. All Visiting Team sideline passes will be restricted to the Visiting Team area (between the 25 yard lines).

9. RADIO AND FILM RIGHTS.

- A. The Home Team shall retain the revenue from and have full control of all radio rights to broadcast the game as well as all film rights.
- B. Notwithstanding the foregoing, the Visiting Team shall be allowed one free commercial outlet for a live or delayed radio broadcast and shall retain the revenue from such broadcast.

10. TELEVISION. Miami University acknowledges and agrees that (a) all rights to telecast or distribute (live or delayed, whole or condensed (including highlights), throughout the universe, in any and all markets, in any and all languages and via any and all forms of media and methods of distribution and distribution technology) NORTHWESTERN home football games and certain games played at a neutral site have been assigned by NORTHWESTERN to The Big Ten Conference, Inc. ("The Big Ten"), which in turn has entered into agreements with certain third parties for the telecast or distribution of such games, (b) NORTHWESTERN has no ability to grant to Miami University any rights for the telecast or distribution of games played pursuant to this Agreement in which NORTHWESTERN is the home football team or of games played pursuant to this Agreement at certain neutral sites and (c) the Big Ten shall have the exclusive right to retain all revenues derived from the telecast or distribution of games played pursuant to this Agreement in which NORTHWESTERN is the home team or of games played pursuant to this Agreement at certain neutral sites. NORTHWESTERN acknowledges

and agrees that Miami University shall have the exclusive right to enter into agreements with respect to telecast or distribution of games played pursuant to this Agreement in which Miami University is the home football team and to retain all revenues derived there from. Notwithstanding the foregoing, the respective rights, if any, of NORTHWESTERN and Miami University with respect to the telecast or distribution of games played pursuant to this Agreement in which they are the visiting football team (and the revenues derived there from) shall be governed by a separate agreement between The Big Ten and Miami University which separate agreement shall govern certain aspects of any football games played between the member institutions of The Big Ten and Miami University, provided, that in the absence of any such agreement, the terms of this Agreement shall control.

11. USE OF GAME VIDEO. The Visiting Team shall have the right to produce films and/or videotapes of the games played pursuant to this Agreement for coaching purposes and for use in a weekly coaches' show only and for no other purpose. Such films and/or videotapes may not be replayed, used or otherwise distributed by the Visiting Team to any person other than the incorporation of up to eight minutes (8:00) of highlights of the game as part of a weekly coaches' show and to its football team coaches and players. The host institution agrees to provide reasonable facilities for such cameras as may be reasonably required by the Visiting Team to produce such films and/or videotapes. Any other usage by the Visiting Team of footage of games played pursuant to this Agreement shall be governed by a separate agreement between The Big Ten and Miami University.
12. PROGRAMS. The Visiting Team shall be furnished 75 free programs to be delivered to its dressing room at least one hour before game time.
13. CONCESSIONS, PARKING AND PROGRAM INCOME. The Home Team shall have the exclusive right to sell programs and run concessions and parking. All income from program sales, concessions and parking shall be the sole property of the Home Team.
14. IMPOSSIBILITY. If both parties agree that an unforeseen catastrophe or disaster makes impossible the playing of any contest by either party, that contest will be cancelled and neither party shall be responsible to the other for any loss or damage. Notwithstanding the preceding sentence, any financial obligations incurred by either party for promotion of the contest shall be shared equally. Cancellation of a contest under this paragraph shall not be deemed a breach of the contract. Notice of such catastrophe or disaster shall be given as soon as possible. No such cancellation shall affect the parties' obligations as to subsequent contests covered by this agreement.
15. DAMAGES.

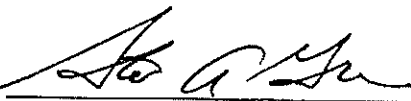
If the home team or the visiting team cancels a contest identified in this agreement or otherwise elects for any reason not to participate in any of the contests identified in this agreement, then said Team shall pay to the other Team for each such contest that does not occur:

- A.) Any and all reasonable expenses and liabilities incurred by the non-canceling Team in preparing for the event, together with any and all other reasonable expenses or liabilities sustained by the non-canceling Team as a result of the terminating Team's failure to participate in the contest; and
- B.) A liquidated sum of \$950,000; provided, however, that the home team or visiting team gives the home team or visiting team at least twenty-four (24) months advance written notice. Should notice be provided less than twenty-four (24) months in advance of the contest, then this liquidated sum shall be \$1,900,000. The parties agree that it is difficult to predict attendance and revenues for any particular contest, so that this sum shall represent liquidated damages for the Home Team's loss of revenue.
- C.) If the respective Conferences to which the home team or visiting team reside mandate a change in the number of intra-conference games resulting in a cancellation of any game(s) in the series listed in Section 2, no cancellation penalty will be assessed. Both teams will make a good faith effort to re-schedule a game to another season if game as scheduled does not take place.
- D.) Notwithstanding the provisions of this Paragraph 15, if either the home team or the visiting team change conferences, or their respective conferences dissolve to form a new model representing the Football Championship in Division 1, and schedule modifications are mandated, there will be no cancellation penalty if any games listed in Section 2 are terminated.

16. INTEGRATION. This contract is the total agreement between the two parties, superseding prior agreements, if any. Any additions or modifications must be in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto by their respective officers duly authorized, have caused this agreement to be executed as of the date first above written.


FOR NORTHWESTERN UNIVERSITY

By:   
Steven A. Green

Title: Deputy Director of Athletics

Date: December 1, 2016

FOR MIAMI UNIVERSITY

By:   
David Saylor

Title: Director of Athletics

Date: 11/30/16

By:   
Dr. David K. Creamer

Title: Sr. Vice President  
for Business and Finance

Date: 11/30/16