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AMENDMENT TO THE USC FOOTBALL GAME CONTRACT

This Amendment to USC Football Game Contract (this "Amendment") dated as of July 16, 2014, by and between the University of New Mexico, Albuquerque, NM (hereafter "New Mexico" or "Visiting Team") and the University of Southern California, Los Angeles, CA (hereafter "USC" or "Home Team"), modifies that certain USC Football Game Contract dated October 1, 2012, between the parties hereto ("Original Agreement"). All capitalized terms used herein and not otherwise defined herein shall have the meaning given them in the Original Agreement.

I. AMENDMENT.

1. Paragraph 1 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

The parties hereby agree that their respective varsity football teams shall meet for a football game ("the Game") to be held on September 19, 2020 at the Los Angeles Memorial Coliseum, Los Angeles, California. The kickoff time will be established by the home team.

From:
Sept. 3, 2016

2. Paragraph 4 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

In full consideration of New Mexico's performance according to the terms and conditions of this Agreement, USC agrees to make the following payments to New Mexico: (1) USC will pay the sum of one hundred thousand dollars (\$100,000) to New Mexico by September 1, 2014 and (2) USC will pay the sum of nine hundred and fifty thousand dollars (\$950,000) to New Mexico by November 1, 2020.

Except as specified in this Amendment, all other terms and conditions of the Original Agreement shall remain unmodified and in effect. In the event of a conflict between the Original Agreement and this Amendment, this Amendment will control.

IN WITNESS WHEREOF, as of the date written above, the parties hereto hereby agree to this Amendment.

University of New Mexico

By: [Signature]
Name:
Director of Athletics

By: [Signature]
Name: 7/17/14

University of Southern California

By: [Signature]
Patrick C. Haden
Director of Athletics

By: [Signature] 7-31-14
Todd R. Dickey
Sr. Vice President, Administration

Norma Bojorquez

From: Steve Lopes <slopes@usc.edu>
Sent: Friday, August 1, 2014 1:14 PM
To: Norma Bojorquez
Cc: Tim Cass
Subject: RE: Amendment
Attachments: New Mexico Amendment.PDF

Norma and Tim,

Attached is the fully executed amendment to move our game to 2020. We will work to process the \$100,000 payment this month. Please let me know if you have any questions.

Thanks,

Steve

From: Norma Bojorquez [<mailto:normaj@unm.edu>]
Sent: Friday, July 18, 2014 8:51 AM
To: Steve Lopes
Cc: Tim Cass
Subject: FW: Amendment

*Hello,
Please see the attached USC Amendment from Tim Cass.*

Thank you,

*Norma Jean Bojorquez
Admin. Assistant for the
Chief Operating Officer
University of New Mexico
normaj@unm.edu
505-925-5500*

GO LOBOS !!

From: Tim Cass
Sent: Friday, July 18, 2014 9:40 AM
To: Norma Bojorquez
Subject: FW: Amendment

Tim Cass
Chief Operating Officer
tcass@unm.edu
505-925-5508

GO LOBOS!

From: Steve Lopes [mailto:slopes@usc.edu]
Sent: Wednesday, July 16, 2014 2:48 PM
To: Tim Cass
Subject: RE: Amendment

That's fine. sorry for the confusion. I needed to get something and he hadn't sent me this version.

Thanks for all your help on this.

Steve

From: Tim Cass [mailto:tcass@unm.edu]
Sent: Wednesday, July 16, 2014 1:35 PM
To: Steve Lopes
Subject: RE: Amendment

Will do...might be tomorrow before I can get Paul's signature or I can sign for him if necessary.

Tim Cass
Chief Operating Officer
tcass@unm.edu
505-925-5508

GO LOBOS!

From: Steve Lopes [mailto:slopes@usc.edu]
Sent: Wednesday, July 16, 2014 9:38 AM
To: Tim Cass
Subject: Amendment

Tim,

Our general counsel just sent me his version of the amendment letter you signed yesterday. The attached says the same thing, but has been written by an attorney. Would you mind signing this version and I'll get it fully executed immediately.

Thanks,

Steve
Steve Lopes, Ed.D.
Sr. Associate Athletic Director
COO / CFO
University of Southern California
3501 Watt Way, Los Angeles, CA 90089-0602
P-(213) 740-4158 | C-(213) 725-3522
E-slopes@usc.edu

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USC FOOTBALL GAME CONTRACT

This agreement is entered into as of October 1, 2012 into by and between University of New Mexico, Albuquerque, NM (hereafter "New Mexico or Visiting Team",) and the University of Southern California, Los Angeles, CA (hereafter "USC or Home Team"). This agreement will be in full effect unless modified prior to game date through mutual written agreement of the two teams/conferences.

1. The parties hereby agree that their respective varsity football teams shall meet for a football game (the "game") to be held on September 3, 2016 at the Los Angeles Memorial Coliseum, Los Angeles, California. The kickoff time will be established by the home team.
2. The Home Team shall manage the conduct of the game. In such capacity, the home team is responsible for establishing ticket prices, arranging and conducting ticket sales, advertising and other details attendant to the Game, including securing police, ushers and other staff, and all other matter necessary or appropriate to the conducting of an NCAA Division I-A college football game. Each party agrees to indemnify, defend and hold harmless the other, from and against any and all claims, demands, costs (including reasonable attorney fees), actions or damages brought by third parties, arising out of the negligent acts or omissions of that party, or its employees, agents and assigns in the performance of this agreement.
3. Game officials shall be assigned by the Pacific 12 Conference for the game. USC shall be responsible for the total cost of Game officials.
4. USC shall pay the sum of \$950,000 to New Mexico for the game. This fee will be payable by November 1, 2016. Except for this fee, the visiting team shall be entitled to no other or additional payments from the home team or the Pacific 12 Conference in connection with the game played.
5. Either party, for any reason, other than as set forth in paragraph ¹³~~10~~ below, failing to produce its team to play the scheduled game shall pay the party not at fault the sum of \$800,000 as liquidated damages plus any damages incurred in pursuance of this agreement by the party not at fault, which sum shall be payable on or before February 1, the year following the scheduled event.
6. Visiting Team shall be given 60 sideline credentials for necessary working personnel not in uniform. The visiting team's cheerleaders shall be admitted free of charge if in uniform. The visiting team shall use its best efforts to provide a list of all credentialed workers and personnel to the home team at least three days prior to the Game. The visiting team shall also be allowed parking passes for one equipment truck, four buses and six personal automobiles. The visiting team shall be provided with 125 free game programs, to be delivered to its dressing room before the game.

7. For the Game hereunder, USC shall make available to New Mexico 2000 complimentary seats, in a contiguous block for the Game. If the visiting team requires more, it shall immediately so inform the home team, which shall use its best efforts to provide such further seats as the visiting team may request, recognizing however that any additional ticket requests above the 2000 complimentary tickets will be purchased by the Visiting Team at full value. In July prior the game, the home team will provide stadium seating charts indicating the location of the visiting team's allocation of seats. Any unused tickets (except those included as complimentary) in excess of 500 tickets should be returned by the visiting team one month prior to the game to insure their sale. In no case shall more than 100 tickets be returned later than 48 hours prior to the game and no more than 50 tickets shall be returned later than the day of the game. The visiting team is responsible for paying the home team for unused tickets if the tickets are not returned by the agreed date, and the amount due to the home team as a result of those ticket sales shall be deducted from the amount of the fee set forth in Paragraph 4 hereof before its payment to the visiting team, in lieu of requiring the visiting team to reimburse the home team for such sales.

8. Radio Rights –

The Visiting Institution shall be provided space for one radio broadcast outlet for the non-exclusive regional terrestrial radio broadcast by the Visiting Institution's flagship station and additional terrestrial distribution on the Visiting Institution's regional network of terrestrial radio stations.

The Host Institution shall have unfettered regional terrestrial, national terrestrial and satellite radio rights, and any other audio distribution method now known, existing or hereafter developed in any language. The Host Institution also shall have exclusive rights to sell national terrestrial radio rights.

9. Television, Video, Film, and Internet Video Streaming

The parties hereto mutually desire that the game(s) to be played hereunder should have maximum media exposure, including national television exposure.

A. Agreement to Telecast. Each game covered hereunder shall be available for telecasting by the Host Institution. The Host Institution shall have all rights of telecast, including, but not limited to, national network television, national cable, Conference networks, Internet streaming, delayed telecasting, unlimited highlights, institutionally syndicated packages, and telecasting by any and all other means. The Visiting Institution agrees to the following:

1. The scheduled start time for the game(s) is solely at the discretion of the Host Institution and may be changed up to 6 days in advance of the game in order to accommodate television.

2. Any change in the date of the game(s), including changes for television, must be mutually agreed upon by the participating institutions.

3. Media timeout formats are determined by the Host Institution's conference. The Host Institution's conference shall be responsible for the TV liaison (red hat).

4. The Host Institution agrees to provide the Visiting Institution with one 30-second message if the game is selected for a national broadcast network or national cable network telecast.

5. The Visiting Institution may not telecast the game in any way or use any video from the Host Institution's telecast of the game without the written permission of the Host Institution's conference; provided, however, that the Visiting Institution shall be allowed the use of highlights of the game(s), not to exceed eight (8) minutes in length, for the sole purpose of producing coach's shows and season highlight presentations. This permission, if granted, must be within any limits set by the Host Institution's conference or telecast rights holder regarding amount of video (time elapsed), where the video may be seen or accessed (i.e., national vs. local TV, website, mobile device) and any other restrictions. Notwithstanding the above, immediately following the conclusion of each game hereunder, the Visiting Institution shall have the right to telecast audio and visual highlights not to exceed eight (8) minutes in length on the Visiting Institution's or the Visiting Institution's conference's controlled and operated Network (e.g. Pac-12 Network, Texas Longhorn Network, Big Ten Network, Mtn., etc.).

B. Contact

Questions dealing with interpretations of the Pac-12 Football Television Agreements should be addressed to the Pac-12 Associate Commissioner, Television. Questions dealing with interpretations of the Mountain West Conference Football Television Agreements should be addressed to the Mountain West Conference Commissioner.

Entities

For all references to the "Host Institution" and/or "Visiting Institution" that involve a Pac-12 Conference institution, all media rights and any other grant of rights referenced herein shall be retained by the Pac-12 Conference, except for local radio rights (which are retained by the participating institution). For all references to the "Host Institution" or "Visiting Institution" that involve non-Pac-12 Conference institutions, the media rights and other grant of rights referenced herein shall be controlled in-line with such institution's and affiliated conference's media agreements and other media rights policies.

10. In-Game Photography: any multiple photographs published in sequence during the game (e.g., any web site, mobile device, etc.) fall under the provisions of the home team/conference's agreements; the visiting team must get permission from the home team for clarification of any such usage.

11. The game shall be governed by all applicable rules of the NCAA, the Pacific-12 Conference and the Mountain West Conference. All players shall be eligible as provided by NCAA rules.

~~12~~ This agreement shall be construed in accordance with the laws of the State of California. Any action to enforce any of its terms shall be brought in the Courts of Los Angeles County, California. This Agreement represents the entire agreement between the parties. No prior or contemporaneous written or oral agreement, condition or covenant not specifically set forth or incorporated by reference herein shall be of any force or effect. This Agreement may only be modified in writing, signed by representatives of both parties.

~~13~~ This Agreement shall be void in the event that it becomes impossible to play the game due to fire, flood, earthquake, war, invasion, hostilities, rebellion, and civil insurrection, confiscation by order of the government, military or public authority, or prohibitory or injunctive orders entered by a competent judicial or governmental authority, civil or military.

~~14~~ This Agreement may be executed in counterparts. It shall be deemed effective upon each party's execution of a copy of this Agreement and its exchange with the other party, so that each has a textually identical copy signed by the other.

~~15~~ Sponsors – The visiting team recognizes that the home team has exclusive agreements with certain corporate sponsors that may prevent the visiting team from bringing certain products or items into the home team's football stadium. The visiting team agrees to consult with the home team before the game to ensure that the visiting team does not bring products or items into the home team's football stadium that violate the home team corporate sponsor agreements.


~~16~~ If any provision of this agreement or any application thereof shall be invalid or unenforceable, the remainder of this agreement and any application of such provision shall not be affected.

~~18~~ Waiver – No failure by either party to insist upon the strict performance by the other of any term or condition of this agreement or to exercise any right to remedy contingent upon breach thereof shall constitute a waiver of any such breach or of such term or condition of this agreement and the term or condition shall continue in full force and effect with respect to any then existing and subsequent breach.

~~16~~ Limitation of Liability – To the maximum extent permitted by law, in no event will either party be responsible for any incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this agreement, and regardless of whether a party was advised or had reason to know of the possibility of incurring such damages in advance.

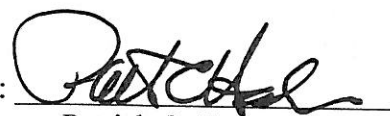
IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

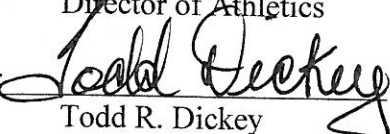
University of New Mexico

By: 
Director of Athletics

Date: 10/5/12

University of Southern California

by: 
Patrick C. Haden
Director of Athletics

by: 
Todd R. Dickey
Sr. VP - Administration

Date: 11-15-12