



INTERCOLLEGIATE ATHLETICS

THE UNIVERSITY OF TEXAS AT AUSTIN

P.O. Box 7399 - Austin, Texas 78713-7399 • (512) 471-4602 • fax (512) 471-2378 • www.TexasSports.com

August 9, 2010

Steve Holton
Deputy Athletic Director
University of California, Berkeley
115 Haas Pavilion
Berkeley, CA 94720-4422

Fax (510) 642-3399

Dear Steve:

This will confirm our agreement to move each of the football games we currently have scheduled for September 12, 2015 and September 10, 2016 back one week. Specifically, the games now will be played on September 19, 2015 and September 17, 2016.

If you have any questions feel free to give me a call. Otherwise, please have Sandy sign and fax back to me at 512-471-0823.

Thanks,

Butch Worley
Deputy Director of Athletics

AGREED

DeLoss Dodds

AGREED

Sandy Barbour

COPIES TO FILE, E6, TID Office
10/23/09 UTAUS CN: 5288

THE UNIVERSITY OF TEXAS
AND
UNIVERSITY OF CALIFORNIA, BERKELEY

FOOTBALL GAME AGREEMENT

This Football Game Agreement is between THE UNIVERSITY OF TEXAS AT AUSTIN, (hereinafter referred to as TEXAS) and UNIVERSITY OF CALIFORNIA, BERKELEY, (hereinafter referred to as BERKELEY). For and in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

I

TERM

The term of this Agreement shall begin on October 1, 2009 and terminate on November 1, 2016.

II

DATES OF COMPETITION

TEXAS and BERKELEY will have their respective men's intercollegiate football teams meet on the following date(s) in the City indicated and compete against each other in a game of football (GAME). The Host Institution shall establish the starting time for the GAME.

<u>Date</u>	<u>Site</u>
September 19, 2015	DKR-Texas Memorial Stadium
September 17, 2016	Berkeley, California

TEXAS shall be designated as the Host Institution and BERKELEY shall be designated as the Visiting Institution for 2015 GAME.

BERKELEY shall be designated as the Host Institution and TEXAS shall be designated as the Visiting Institution for 2016 GAME.

III

GOVERNING RULES

Each GAME will be played in accordance with and governed by the applicable bylaws and rules of the National Collegiate Athletic Association (NCAA) and the Host Institution's Conference.

IV

PLAYER ELIGIBILITY

The eligibility of all players who are to participate in the GAME(s) on such date(s) shall be determined by the rules and regulations of the National Collegiate Athletic Association and the Conference in which each institution is a member.

V

GAME OFFICIALS

GAME officials will be appointed by the Conference of the Visiting Institution. Fees and expenses of the officials shall be paid by the Visiting Institution.

VI

GUARANTEED PAYMENTS

The Host Institution will pay the Visiting Institution a guaranteed amount for each GAME. For the GAME played in 2015, TEXAS shall pay BERKELEY \$300,000.00. For the GAME played in 2016, BERKELEY shall pay TEXAS \$300,000.00. The Host Institution will retain all gate receipts. The guarantee shall be paid to the Visiting Institution on or before 60 days following the GAME. Any amount not paid by the due date shall bear interest at the maximum rate permitted by Texas law.

VII

TICKETS AND ADMISSIONS

The Host Institution shall be responsible for establishing the price of tickets, for ticket printing, for selling tickets to the public, and for distributing tickets to the Visiting Institution to sell to its fans. The Host Institution shall be permitted to issue free tickets when deemed appropriate. The Host Institution may also issue passes or otherwise provide for free admission to radio, television, press, and other media personnel, and the uniformed or otherwise identifiable members of the bands and the cheerleaders, spirit groups, team mascot and handlers of Host and Visiting Institution.

The Visiting Institution shall be entitled to receive 300 complimentary tickets and may request up to 3,500 additional tickets on consignment. All tickets sold by the Visiting Institution shall be sold at the printed face value. Within thirty days of the game, the Visiting Institution may return a maximum of 300 tickets for credit. Within seven days of the game a maximum of 150 tickets may be returned for credit. A maximum of 50 tickets may be returned for credit after noon the day prior to the game.

The Visiting Institution band seats, if needed, must come from the Visiting Institution ticket allotment.

VIII

ASSOCIATED GAME ACTIVITIES

The rights to the income derived from all associated GAME activities such as concessions, programs, souvenirs, soft goods, and parking shall belong to the Host Institution.

IX

TELEVISION, VIDEO, FILM, INTERNET VIDEO STREAMING

The parties hereto mutually desire that the game(s) to be played hereunder should have maximum media exposure, including exposure via television if possible. Each party may enter into agreements for television coverage of the game(s) so long as said agreements are in compliance with the provisions set forth herein.

A. Agreement to Telecast

Each game covered hereunder shall be available for telecasting by the Host Institution. The Visiting Institution shall agree to the following:

1. The scheduled start time for the game is subject to change for the purpose of accommodating live telecasting opportunities.
2. Any change in the date of the game shall require the consent of the Visiting Institution, which consent shall not be unreasonably withheld.

The game also shall be available for telecasting by the Visiting Institution subject to the conditions set forth herein.

B. Rights of Release

Following are the basis on which the respective institutions may release a telecast of a game. Such a telecast may be made on a free, pay, or pay-per-view basis.

1. Host Institution

The Host Institution shall have the following rights of release for live and Delayed telecasting:

- (a) National network television;
- (b) National cable television;
- (c) Conference television package via over-the-air, cable or satellite transmissions;
- (d) Institutionally syndicated package;
- (e) Home-area release;
- (f) Internet video streaming
- (g) Release via any other means of transmission not listed herein which may exist or be developed; plus
- (h) Delayed telecast without restriction.

In addition, the Host Institution may use recorded footage of any game under this Agreement for the following purposes:

- (i) for file, reference, audition, promotional and publicity purposes;
- (ii) for any non-broadcast, non-commercial purpose not in conflict with the rights granted hereunder;
- (iii) or highlight shows, coach's shows, or other commercial ventures inuring solely to the benefit of the Host Institution or its conference.

The Host Institution, however, will not permit its telecaster(s) to sell or otherwise make available a feed of the signal of the game telecast to any telecaster or cablecaster in the home area of the Visiting Institution without the express consent of the Visiting Institution. This provision is not applicable to items B.1(a), B.1(b) or B.1(c) above. Notwithstanding the foregoing, any release of a game or use of footage of a game played hereunder by the Host Institution must comply with the applicable national network or national cable contract of the conference

of which the Host Institution is a member, and the rules and regulations of such conference.

2. Visiting Institution

The Visiting Institution shall have the following rights of release:

- (a) Live telecast into its home-area if not in conflict with either conferences' Television agreements, or in conflict with the home-team market, which shall supersede this agreement;
- (b) Delayed telecast into the Visiting Institution's Home Area and whatever additional area it wishes so long as such release does not conflict with the terms of the home institution's conference or institutional contract or the visitor's conference's contract governing time exclusivity;
- (c) Such additional live rights as may be granted it by the Host Institution.

In addition, the Visiting Institution may use recorded footage of any game under this Agreement for the following purposes:

- (a) for file, reference, audition, promotional and publicity purposes;
- (b) for any non-broadcast, non-commercial purpose not in conflict with the rights granted hereunder;
- (c) for highlight shows, coach's shows, or other commercial ventures inuring solely to the benefit of the Visiting Institution or its conference.

Notwithstanding the foregoing, any release by the Visiting Institution of a game or use of footage of a game played hereunder must comply with the applicable national network or national cable contracts of the conferences of which the Host Institution is a member and the Visiting Institution is a member, and the rules and regulations of such conferences.

C. Definitions

For the purposes of this Agreement "Home Area Telecast" shall mean a release in one or more markets near the releasing institution's main campus, but not on such a numerical (station) or geographical basis as to constitute a syndication. "Home Area," for non-Big 12 institutions shall be defined as set forth in the Conference rules and regulations. "Home Area" for non-Big 12 institutions shall mean the area agreed to by the parties. "Delayed Release" shall mean presentation of a game telecast no earlier than the conclusion of the game.

D. Facilities

The Host Institution agrees to provide the Visiting Institution, at no cost to it, adequate facilities at the game site to originate a television broadcast of the

game, or, if in the good faith determination of the Host Institution the facilities do not so permit, to provide the Visiting Institution a clean video feed and natural sound audio feed of its telecast, plus space for the Visiting Institution's announcers. The Host Institution or its television producer may charge the Visiting Institution's producer a customary fee in line with the industry guidelines for such a feed. Notwithstanding any other provision of this Agreement, the Host Institution shall not be required to make any alteration to or expansion of existing television or radio broadcast or press box facilities for the purposes of this Agreement.

E. Distribution of Revenue

If the game is televised as part of a conference package or series, there shall be no rights fee paid the Visiting Institution or its conference. All of the television rights fee, if any, shall be retained by the Host Institution and its conference.

In all other instances, any rights fees received by the televising institution(s) shall be retained by the televising institution(s) for both a live and delayed telecast of the game.

X

RADIO BROADCAST, INTERNET AUDIO STREAMING

The radio broadcast of the Game shall be under control of the Host Institution. The Host Institution shall retain revenue from radio rights. The Host Institution shall provide one radio outlet free of charge for the Visiting Institution, and the Visiting Institution shall retain revenue derived therefrom. Each institution may deliver the broadcast to its respective radio network, to include audio streaming on the internet.

XI

SIDELINE PROVISIONS

The Visiting Institution shall be allowed 40 sideline passes at no charge. These shall be in addition to complimentary tickets, and the free admission of bands, cheerleaders, and mascots. These passes are for use by coaches, trainers, and working personnel only. Sideline passes must be worn by all personnel with the exception of varsity players in uniform. All sideline passes will be restricted to the team area (between the 25-yard lines).

The Visiting Institution may use any and all products and equipment on the sidelines of the football field that are normally used on their home field sidelines, and in conjunction with such use, may display the product or equipment name, logo, image, slogan, or identifying marks in a safe and responsible manner. In addition, GAME personnel (coaches, players, trainers, equipment managers, etc.) who must be on the field or sidelines will be permitted to wear any brand name clothing or

equipment and to display any product or equipment name, logo, image, slogan or identifying marks as are customary on their home field sidelines.

XII

DAMAGES

Except where the appearance of either team is prevented by one of the events set forth in Paragraph XIII. the party whose team fails to appear and participate in the football GAME(S) provided for in this Agreement shall pay the other party the sum of \$900,000.00 within sixty (60) days of the applicable GAME date.

XIII

FORCE MAJEURE

Neither party shall be considered in default of this Agreement for the failure of its men's intercollegiate football team to appear and participate in a GAME for reasons due solely to act of God, natural disaster, national emergency, labor disputes, war, order of a state or federal court, or similar events beyond the control of the party that fails to appear.

XIV

MERGER AND AMENDMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject and no prior or contemporaneous agreement, written or oral, will be effective to vary the terms of this Agreement. No amendment to this Agreement will be effective unless reduced to writing and signed by an authorized representative of each party. In the event the rules and regulations of the NCAA or the conference in which either school is a member should be amended, modified or changed in any manner so that the terms of this Agreement are in conflict with such rules or regulations, then the terms of this Agreement shall be considered amended so that the terms shall not conflict with such rules and regulations.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the date set forth below.

THE UNIVERSITY OF TEXAS AT AUSTIN

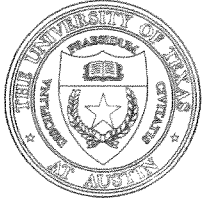
By: Debra Y. Stevens
Debra Y. Stevens
Title: Business Contracts Administrator
Date: 9-24-09

By: DeLoss Dodds
DeLoss Dodds
Title: Athletic Director
Date: Oct 12, '09

UNIVERSITY OF CALIFORNIA,
BERKELEY

By: Sandy Barbour
Name Sandy Barbour
Title: Director of Athletics
Date: 10/2/09

By: _____
Name _____
Title: _____
Date: _____



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THE UNIVERSITY OF TEXAS AT AUSTIN

P.O. Box 7399 • Austin, Texas 78713-7399 • (512) 471-4602 • fax (512) 471-2378 • www.TexasSports.com

October 23, 2009

Steve Holton
Deputy Athletic Director
University of California, Berkeley
115 Haas Pavilion
Berkeley, CA 94720-4422

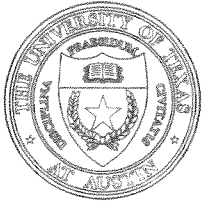
Dear Steve:

Enclosed please find one (1) fully executed original of the Football Game Agreement between The University of Texas at Austin and University of California, Berkeley.

Please retain this original for your records.

Thank you.

Celeste Wilkerson
Admin. Assoc. / Contracts
(512) 471-2111



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THE UNIVERSITY OF TEXAS AT AUSTIN

P.O. Box 7399 • Austin, Texas 78713-7399 • (512) 471-4602 • fax (512) 471-2378 • www.TexasSports.com

October 1, 2009

Steve Holton
Deputy Athletic Director
University of California, Berkeley
115 Haas Pavilion
Berkeley, CA 94720-4422

Sent FedEx

Dear Steve:

Enclosed please find two (2) originals of the Football Game Agreement that require your signature.

Once fully executed retain one (1) original for your records and return one (1) fully executed original in the envelope provided.

If you have any questions, please contact me.

Thank you.

Celeste Wilkerson
Admin. Assoc. / Contracts
(512) 471-2111

*Davis needs to
sign on behalf
of DD*

*Steven caught
this 10/2/09*

*Steve will
return
direct to her
small bag
back*

Please review - if OK please initial

THE UNIVERSITY OF TEXAS
AND
UNIVERSITY OF CALIFORNIA, BERKELEY

Doug [Signature]
Butch [Signature]

FOOTBALL GAME AGREEMENT

This Football Game Agreement is between THE UNIVERSITY OF TEXAS AT AUSTIN, (hereinafter referred to as TEXAS) and UNIVERSITY OF CALIFORNIA, BERKELEY, (hereinafter referred to as BERKELEY). For and in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

I

TERM

The term of this Agreement shall begin on October 1, 2009 and terminate on November 1, 2016.

II

DATES OF COMPETITION

TEXAS and BERKELEY will have their respective men's intercollegiate football teams meet on the following date(s) in the City indicated and compete against each other in a game of football (GAME). The Host Institution shall establish the starting time for the GAME.

Date

Site

September 12, 2015
September 10, 2016

DKR-Texas Memorial Stadium
Berkeley, California

TEXAS shall be designated as the Host Institution and BERKELEY shall be designated as the Visiting Institution for 2015 GAME.

BERKELEY shall be designated as the Host Institution and TEXAS shall be designated as the Visiting Institution for 2016 GAME.

III

GOVERNING RULES

Each GAME will be played in accordance with and governed by the applicable bylaws and rules of the National Collegiate Athletic Association (NCAA) and the Host Institution's Conference.

IV

PLAYER ELIGIBILITY

The eligibility of all players who are to participate in the GAME(s) on such date(s) shall be determined by the rules and regulations of the National Collegiate Athletic Association and the Conference in which each institution is a member.

V

GAME OFFICIALS

GAME officials will be appointed by the Conference of the Visiting Institution. Fees and expenses of the officials shall be paid by the Visiting Institution.

VI

GUARANTEED PAYMENTS

The Host Institution will pay the Visiting Institution a guaranteed amount for each GAME. For the GAME played in 2015, TEXAS shall pay BERKELEY \$300,000.00. For the GAME played in 2016, BERKELEY shall pay TEXAS \$300,000.00. The Host Institution will retain all gate receipts. The guarantee shall be paid to the Visiting Institution on or before 60 days following the GAME. Any amount not paid by the due date shall bear interest at the maximum rate permitted by Texas law.

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- (g) Release via any other means of transmission not listed herein which may exist or be developed; plus
- (h) Delayed telecast without restriction.

In addition, the Host Institution may use recorded footage of any game under this Agreement for the following purposes:

- (i) for file, reference, audition, promotional and publicity purposes;
- (ii) for any non-broadcast, non-commercial purpose not in conflict with the rights granted hereunder;
- (iii) or highlight shows, coach's shows, or other commercial ventures inuring solely to the benefit of the Host Institution or its conference.

The Host Institution, however, will not permit its telecaster(s) to sell or otherwise make available a feed of the signal of the game telecast to any telecaster or cablecaster in the home area of the Visiting Institution without the express consent of the Visiting Institution. This provision is not applicable to items B.1(a), B.1(b) or B.1(c) above. Notwithstanding the foregoing, any release of a game or use of footage of a game played hereunder by the Host Institution must comply with the applicable national network or national cable contract of the conference

of which the Host Institution is a member, and the rules and regulations of such conference.

2. Visiting Institution

The Visiting Institution shall have the following rights of release:

- (a) Live telecast into its home-area if not in conflict with either conferences' Television agreements, or in conflict with the home-team market, which shall supersede this agreement;
- (b) Delayed telecast into the Visiting Institution's Home Area and whatever additional area it wishes so long as such release does not conflict with the terms of the home institution's conference or institutional contract or the visitor's conference's contract governing time exclusivity;
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- (a) for file, reference, audition, promotional and publicity purposes;
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Notwithstanding the foregoing, any release by the Visiting Institution of a game or use of footage of a game played hereunder must comply with the applicable national network or national cable contracts of the conferences of which the Host Institution is a member and the Visiting Institution is a member, and the rules and regulations of such conferences.

C. Definitions

For the purposes of this Agreement "Home Area Telecast" shall mean a release in one or more markets near the releasing institution's main campus, but not on such a numerical (station) or geographical basis as to constitute a syndication. "Home Area," for non-Big 12 institutions shall be defined as set forth in the Conference rules and regulations. "Home Area" for non-Big 12 institutions shall mean the area agreed to by the parties. "Delayed Release" shall mean presentation of a game telecast no earlier than the conclusion of the game.

D. Facilities

The Host Institution agrees to provide the Visiting Institution, at no cost to it, adequate facilities at the game site to originate a television broadcast of the

game, or, if in the good faith determination of the Host Institution the facilities do not so permit, to provide the Visiting Institution a clean video feed and natural sound audio feed of its telecast, plus space for the Visiting Institution's announcers. The Host Institution or its television producer may charge the Visiting Institution's producer a customary fee in line with the industry guidelines for such a feed. Notwithstanding any other provision of this Agreement, the Host Institution shall not be required to make any alteration to or expansion of existing television or radio broadcast or press box facilities for the purposes of this Agreement.

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The Visiting Institution shall be allowed 40 sideline passes at no charge. These shall be in addition to complimentary tickets, and the free admission of bands, cheerleaders, and mascots. These passes are for use by coaches, trainers, and working personnel only. Sideline passes must be worn by all personnel with the exception of varsity players in uniform. All sideline passes will be restricted to the team area (between the 25-yard lines).

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equipment and to display any product or equipment name, logo, image, slogan or identifying marks as are customary on their home field sidelines.

XII

DAMAGES

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900,000 per BW 9/14/09 XIII

FORCE MAJEURE

Neither party shall be considered in default of this Agreement for the failure of its men's intercollegiate football team to appear and participate in a GAME for reasons due solely to act of God, natural disaster, national emergency, labor disputes, war, order of a state or federal court, or similar events beyond the control of the party that fails to appear.

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MERGER AND AMENDMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject and no prior or contemporaneous agreement, written or oral, will be effective to vary the terms of this Agreement. No amendment to this Agreement will be effective unless reduced to writing and signed by an authorized representative of each party. In the event the rules and regulations of the NCAA or the conference in which either school is a member should be amended, modified or changed in any manner so that the terms of this Agreement are in conflict with such rules or regulations, then the terms of this Agreement shall be considered amended so that the terms shall not conflict with such rules and regulations.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the date set forth below.

THE UNIVERSITY OF TEXAS AT AUSTIN

UNIVERSITY OF CALIFORNIA,
BERKELEY

By: _____

Debra Y. Stevens

Title: Business Contracts Administrator

Date: _____

By: _____

Name

Title: _____

Date: _____

By: _____

DeLoss Dodds

Title: Athletic Director

Date: _____

By: _____

Name

Title: _____

Date: _____

LETTER AGREEMENT

FOOTBALL GAME BETWEEN

The University of Texas at Austin & University of California, Berkeley

BASIC CONTRACT TERMS

<u>DATE</u>	<u>SITE</u>	<u>GUARANTEE</u>
September 12, 2015	DKR-Texas Memorial Stadium	\$300,000
September 10, 2016	Berkeley, California	\$300,000

ADDITIONAL COMMENTS:

- A formal contract will be negotiated as soon as possible.
- Game officials will be assigned by the visiting team's conference office.

FOR: The University of Texas at Austin

BY: _____

Butch Worley

TITLE: Deputy Director of Athletics

DATE: _____

6-3-09

FOR: University of California, Berkeley

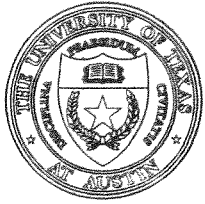
BY: _____

Steve Holton

TITLE: Deputy AD

DATE: _____

6/9/09



INTERCOLLEGIATE ATHLETICS

THE UNIVERSITY OF TEXAS AT AUSTIN

P.O. Box 7399 • Austin, Texas 78713-7399 • (512) 471-4602 • fax (512) 471-2378 • www.TexasSports.com

*Hold till return then
do agreement*

June 2, 2009

Steve Holton
Deputy Athletic Director
University of California, Berkeley
115 Haas Pavilion
Berkeley, CA 94720-4422

Dear Steve:

Enclosed are two originals of a Letter Agreement confirming our football games in 2015 and 2016. I have signed one for your files. Please sign the other one and return to me in the enclosed self-addressed envelope.

Doug Messer in our office will be working with our campus attorneys on the formal game contract and will get it to you for execution.

Hook 'em,

A handwritten signature in black ink, appearing to read "Butch", written over a horizontal line.

Butch Worley
Deputy Director of Athletics

BW/mp

Enclosures (2)

cc: Mack Brown
Cleve Bryant
DeLoss Dodds
Doug Messer