

**TEXAS TECH UNIVERSITY AND LOUISIANA TECH UNIVERSITY
FOOTBALL GAME AGREEMENT**

This Agreement is entered into this 8th day of Sept., 2014, by and between Texas Tech University, hereinafter called (Texas Tech) and Louisiana Tech University, hereinafter called (**Louisiana Tech**) and collectively called the Parties. For and in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. DATE AND LOCATION

The Parties agree for their varsity football teams to meet and compete against each other in a Game of Football (the "Game") as follows:

DATE

September 17, 2016

LOCATION

Lubbock, Texas

The time of the Game shall be determined by Texas Tech.

2. ELIGIBILITY

The eligibility of all players who are to participate in the Game shall be determined by rules and regulations of the Big 12 Conference ("Big 12"), Conference USA ("Conference USA") and the National Collegiate Athletic Association ("NCAA").

The game officials shall be assigned by the Big 12.

4. GAME GUARANTEE

Texas Tech agrees to pay Louisiana Tech a game guarantee of \$800,000. Texas Tech will retain all gate receipts. The game guarantee shall be paid to Louisiana Tech on or before January 31, next following the Game. Any sum not paid by the due date shall bear interest at the highest rate of interest allowed by law or 10% per annum, whichever is less.

5. CHEERLEADERS AND MASCOTS

Cheerleaders and mascots of Louisiana Tech shall be admitted, if in uniform, without charge.

6. TICKETS

- A. Texas Tech shall solely determine the price of tickets and be responsible for printing tickets, for selling tickets and for distributing tickets to Louisiana Tech. All tickets sold by Louisiana Tech shall be at the printed

price. Such prices shall be furnished to Louisiana Tech by April 1 of the year preceding the Game.

B. Upon request, up to 2,500 tickets shall be provided to Louisiana Tech by July 31, 2016 for sale to its fans. Louisiana Tech shall return all unsold tickets as early as practical, but no later than August 31, 2016. The ticket managers at each institution may modify these dates upon mutual agreement, if needed.

C. Louisiana Tech shall receive 400 complimentary tickets for its use.

7. GAME REVENUES

All revenues, including but not limited to gate receipts, concession sales, programs, parking and all other associated game revenues shall belong exclusively to Texas Tech.

8. TELEVISION RIGHTS

The Parties agree to use commercially reasonable efforts to cause the Game to receive maximum media exposure, including exposure via television if possible. Texas Tech shall control the rights of release for live and delayed telecast of the Game, but Louisiana Tech may also enter into agreements for television and radio coverage of the Game, subject to the approval of Texas Tech, which shall not be unreasonably withheld so long as the provisions thereof do not conflict with the provisions of the applicable media contracts of Texas Tech or the Big 12 Conference, (the "Host Media Agreements"). Louisiana Tech shall not be limited in terms of radio broadcast distribution via satellite, terrestrial or Internet; although Texas Tech must approve all terrestrial radio affiliates within its home state, which approval will not be unreasonably withheld.

Any use by Louisiana Tech of video footage of the Game must comply with any restrictions thereon in the Host Media Agreements. Such use by Louisiana Tech shall only be for non-broadcast, non-commercial purposes not in conflict with the rights granted hereunder, or for highlight shows, coach's shows or other commercial ventures.

The Parties agree that the scheduled start time for the Game is subject to change for the purpose of accommodating live telecasting opportunities.

9. RADIO AND OTHER BROADCAST RIGHTS

Texas Tech shall own the live radio and other broadcasting rights. Proceeds from Texas Tech radio broadcasting shall belong to Texas Tech. However, Louisiana Tech will be given an outlet free of charge for radio broadcasts and other broadcasting rights. Revenue collected by Louisiana Tech shall belong to Louisiana Tech.

10. DEFAULT

Except where the appearance of either team is prevented by one of the events described in Article 11 below, the institution whose team fails to appear and participate in the Game provided for in this Agreement shall pay the other institution the sum of \$1,000,000 within sixty days of the applicable Game date. Such sum if not paid at due date, shall bear interest at the maximum rate allowed by Texas law.

11. FORCE MAJEURE

Neither party shall be considered in default of this Agreement for the failure of its intercollegiate football team to appear and participate in a Game for reasons due to acts 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.

12. MODIFICATION OF CONFERENCE RULES AND REGULATIONS

It is agreed that in the event the rules and regulations of the NCAA, the Big 12 or Conference USA should be amended, modified or changed in any manner so as to make the terms of this Agreement to be in conflict with the subsequently changed rules or regulations, then the terms of this Agreement are to be considered amended so as the terms shall not be in conflict but in accord with such Rules and Regulations.

This Agreement is signed the date shown by the duly authorized officials of each Institution.

Kirby Hensatt 8.19.14
Athletics Director Date
Texas Tech University

Tommy Heckel 8-14-14
Athletics Director Date
Louisiana Tech University
Tommy Heckel, II

Noel Sloan 9-9-14
Noel Sloan Date
Texas Tech University
Vice President for Administration and Finance & CFO