



VIRGINIA COMMONWEALTH UNIVERSITY
Department of Intercollegiate Athletics
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**Second Addendum to INTERCOLLEGIATE ATHLETICS GAME CONTRACT BETWEEN
THE REGENTS OF THE UNIVERSITY OF NEW MEXICO ("UNM") and VIRGINIA
COMMONWEALTH UNIVERSITY ("VCU") (attached to this addendum)**

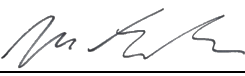
This addendum entered into this 6th day of May, 2025, is by and between Virginia Commonwealth University and The Regents of the University of New Mexico.

1. Each party hereto agrees that the game for the 2025-2026 season between their respective teams in the sport of Men's Basketball will now be played on **December 10th, 2025**, time **TBD**, at the Stuart C. Siegel Center - Richmond, VA.
2. The visiting team shall be allowed 50 complimentary tickets. Visiting team's cheerleaders and bands are not permitted.
3. This addendum and the original agreement entered on April 19th, 2024, can only be canceled by mutual consent, in writing, for both to become null and void. In the event of a force majeure, this game will be rescheduled to the 2026-2027 season, unless both parties agree to a make up date in the 2025-2026 season.

Except as otherwise expressly provided in this addendum, all the terms and conditions of the original agreement remain unchanged and in full force and effect.

VIRGINIA COMMONWEALTH UNIVERSITY

OPPONENT

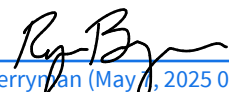
By: 

Title: Mak Afework, Deputy Athletic Director

By: 
Fernando Lovo (May 7, 2025 08:33 MDT)

Title: VP/AD - University of New Mexico


Eric Olen (May 6, 2025 14:02 PDT)


Ryan Berryman (May 7, 2025 08:35 MDT)



INTERCOLLEGIATE ATHLETICS GAME CONTRACT BETWEEN
THE REGENTS OF THE UNIVERSITY OF NEW MEXICO ("UNM")
and VIRGINIA COMMONWEALTH UNIVERSITY ("VCU")

SPORT: Men's Basketball

GAME SITE: University Arena, The Pit - Albuquerque, NM

DATE/TIME: Wednesday, December 18, 2024 at a time TBD MM
MM

1. The parties agree to participate in an athletic contest ("Game") between their Men's Basketball teams on the date and at the time set forth above.
2. Officials for the Game shall be assigned by the Mountain West Conference for games played in New Mexico and by the Atlantic 10 Conference for games played in Virginia.
3. The eligibility rules governing participation in the Game shall be those established by the faculties of the respective institutions and the Athletic Conferences involved.
4. The visiting team will be allowed 50 complimentary tickets for the above contest.
5. The home team retains all rights to broadcast the Game on radio, television, the internet, and any other medium.
6. VCU grants to UNM the non-exclusive, worldwide, irrevocable, transferable (without consent), sublicensable (without consent, and through multiple tiers of sublicensees), royalty-free right and license to use (i) the trademarks, service marks and other indicia of and relating to any teams participating in said Game and (ii) the names, images, likenesses, biographical details, privacy rights, publicity rights, and all other indicia of identity of participants and other individuals involved in the conduct of the Game for the purposes of broadcasting, advertising and promoting the Game.
7. The parties agree that if either institution breaches this contract by refusing to play at the time(s) and place(s) agreed upon, the non-breaching party shall sustain damages that are difficult (if not impossible) to calculate. Therefore, the parties agree that in the event one party refuses to play at the time(s) and place(s) agreed upon, it shall pay to the other party, the sum of fifty-thousand dollars (\$50,000.00).
8. **Force Majeure:** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this contract, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) tornado, (c) haboob, (d) drought, (e) flood, (f) fire, (g) earthquake, (h) explosion; (i) war, (j) invasion, (k) hostilities (whether war is declared or not), (l) terrorist threats or acts, (m) riot or other civil unrest; (n) government order or law; (o) embargoes or blockades in effect on or after the date of this Agreement; (p) action by any governmental authority that makes performance impractical or impossible; (q) declaration of a national, regional or local emergency; (r) strikes, labor stoppages or slowdowns or other

industrial disturbances; (s) shortage of adequate power or transportation facilities; (t) pandemic or other health emergency; and, (u) other similar events beyond the reasonable control of the Impacted Party.

9. The following additional provisions shall apply:

- a. The University of New Mexico shall play at Virginia Commonwealth University in Richmond, VA during the 2025-26 season on a mutually agreed upon date in November or December, 2025.

[END: SIGNATURES FOLLOW]

Signature: Matt McKernan
Matt McKernan (Apr 19, 2024 08:50 MDT)
Email: mckmatt@unm.edu

FOR: THE UNIVERSITY OF NEW MEXICO

David Williams
David Williams (Apr 19, 2024 08:54 MDT)
Sport Coordinator Date

Richard Pitino
Richard Pitino (Apr 19, 2024 09:18 MDT)
Coach Date

Eddie Nunez
Eddie Nunez (Apr 19, 2024 09:42 MDT)
Athletic Director or Designee Date

FOR: VIRIGINA COMMONWEALTH UNIVERSITY

Ryan Odom
Ryan Odom (Apr 19, 2024 18:39 EDT)
Coach Date

[Signature]
Athletic Director or Designee Date