

Dist.
3-8-17



THE UNIVERSITY OF NEW MEXICO
LOBO ATHLETICS - MSC04 2680
ALBUQUERQUE, NEW MEXICO 87131-0001
Phone: 505/925-5500 Fax: 505/925-5509

INTERCOLLEGIATE ATHLETICS CONTRACT

The University of New Mexico ("UNM") and Liberty University
(Party of the First Part) (Party of the Second Part)

THIS AGREEMENT, made and entered into this 22nd day of February, 2017, by and between the Party of the First Part and the Party of the Second Part, by their duly-authorized agents, stipulates as follows:

FIRST: That the teams representing the above-named institutions agree to meet in a Football Game at Albuquerque, New Mexico on September 29th, 2018 at and at Lynchburg, Virginia on Saturday, September 28th, 2019.

SECOND:

(GUARANTEE) That in consideration for playing in the above-named contest(s), the management of the home team shall pay to the management of the visiting team the sum of (\$0) Dollars.

(ENTRY FEE) That in consideration for playing the above-named contest(s), the management of the visiting team shall pay to the management of the home team the sum of (\$0) Dollars.

THIRD: That officials for such contest(s) shall be assigned by the Mountain West Conference for the game played in Albuquerque and by a mutually agreed upon conference TBD for the game in Lynchburg.

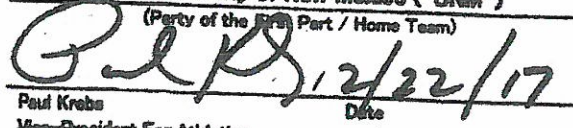
FOURTH: That the eligibility rules governing participation in such contest(s) shall be those established by the faculties of the respective institutions and the Athletic Conferences involved.

FIFTH: That 400 complimentary tickets shall be provided to the visiting team for the above contest(s).

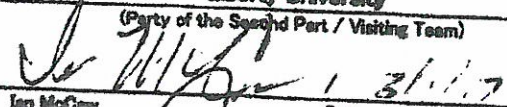
SIXTH: That The University of New Mexico retains all radio and television rights.

SEVENTH: That if either institution refuses to play at the time and place agreed upon, except for some other breach of contract by the other, the management of the team of the institution refusing to play shall forfeit to the management of the other team the sum of (\$750,000) Dollars. The Parties agree that it is impracticable and difficult to determine actual damages in the event either party breaches this agreement, therefore, the sum of \$750,000 represents liquidated damages.

EIGHTH: That Liberty University will meet the requirements to be counted as an "FBS" opponent. If for whatever reason Liberty University does not meet this requirement, or their classification changes, "UNM" may opt out of the game(s) at no penalty.

FOR: The University of New Mexico ("UNM")
(Party of the First Part / Home Team)

Paul Krebs
Vice-President For Athletics
Date: 2/22/17

Bob Davis
Head Coach
Date: 2/22/17

FOR: Liberty University
(Party of the Second Part / Visiting Team)

Ian McGow
Athletics Director
Date: 3/1/17

Turner Gill
Head Coach
Date: 3/1/17

R Walker

Digitally signed by Rita Walker
Date: 2017.03.06 13:00:43
-05'00'

PLEASE RETURN TWO SIGNED COPIES TO THE ABOVE ADDRESS

SS
BT
A.O.

University of New Mexico Athletics

January 29th, 2018

Ian McCaw
Director of Athletics
Liberty Athletics
1971 University BLVD
Lynchburg, VA 24515

Dear Mr. McCaw

This correspondence will serve as an agreement and addendum to the existing contract for the future football series between the University of New Mexico and Liberty University. As agreed in writing, we will amend Section Six of the existing contract regarding media rights.

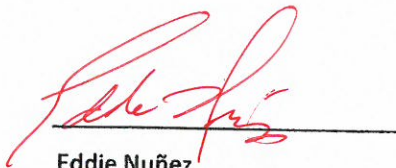
The new media rights agreement will be:

"The home team will retain all television rights. The visiting team will be provided the opportunity to broadcast the game on its radio station."

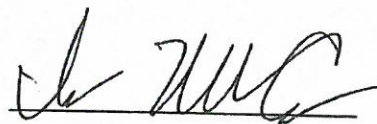
All other terms of the original contract will remain as written and agreed upon. Please return a signed copy for our records.

Sincerely,

Brian DeSpain
Assistant AD For Football



Eddie Nuñez
Director of Athletics
University of New Mexico



Ian McCaw
Director of Athletics
Liberty University