

NAMING RIGHTS AND SPONSORSHIP AGREEMENT

This NAMING RIGHTS AND SPONSORSHIP AGREEMENT (the “Agreement”) is made this ____ day of _____, 2019 by and between the **Board of Trustees of Southern Illinois University**, a body politic and corporate of the State of Illinois, by and on behalf of the Department of Intercollegiate Athletics at Southern Illinois University Carbondale, 1263 Lincoln Drive Carbondale Illinois 62901 (the “Licensor” or “SIU”), and **Banterra Bank**, an Illinois state chartered bank (“Licensee” or “Banterra”). SIU and Banterra may hereinafter also be referred to singly as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Licensor owns, manages and operates the building currently known as SIU Arena located at 1400 Arena Drive Carbondale, Illinois 62901 (hereinafter the “Center”);

WHEREAS, Licensor desires to grant Licensee the license to name the Center as well as other related ancillary benefits in consideration of Licensee’s agreement to pay Licensor as set forth herein;

WHEREAS, Licensee desires to license from Licensor the naming rights to the Center as well as receive other ancillary benefits pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of these Recitals, hereby incorporated into this Agreement, the following mutual promises, and all other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

I. **TERM.** This Agreement shall become effective on July 1, 2019 (the “Effective Date”) and continue through June 30, 2029 (“Initial Term”) unless extended or earlier terminated in accordance with the terms herein.

a. **Option to Extend.** The Licensee shall have the option to extend the Initial Term of this Agreement (the “Option”) for an additional ten (10) year period by giving written notice to the Licensor no less than one hundred and eighty (180) days prior to the expiration of the Initial Term. The option to extend, if exercised, shall commence July 1, 2029 and terminate June 30, 2039 under the same terms and conditions as set forth herein (the “Extension Term”) (the “Initial Term” and the “Extension Term” collectively, the “Term”).

b. **Early Termination.**
Licensee may, at Licensee’s sole option, for any reason or no reason, terminate this Agreement as of June 30, 2024 during the Initial Term or as of June 30, 2034 of the Extension Term without any further obligations or payments due.
Licensee shall provide Licensor with a minimum of ninety (90) days prior written notice of its intent to terminate pursuant to this section.

II. NAMING RIGHTS TO CENTER

During the Term of this Agreement, Licensor hereby grants to the Licensee the exclusive license to name the Center pursuant to the terms hereunder (the "Naming Rights"). As of the Effective Date, the official name of the Center will be "Banterra Center" (the "Name"), unless amended or changed by Licensee. Any such name change or amendment shall be subject to the written approval of SIU, which approval shall not be unreasonably withheld; and Licensee shall be responsible for all costs and expenses to the University that arise from such name change or amendment, including but not limited to changes to Signage, Logos or licensed materials produced, altered, or procured in reliance on the Name being "Banterra Center." Under no circumstances shall the grant of rights under this Section I or any other provision of this Agreement be construed to have any effect on the names previously assigned to any other SIU building or any section thereof, including without limitation Boydston Center, Lingle Hall, and Trout-Whitman Academic and Training Center.

III. MARKS

During the Term of this Agreement, Licensee may develop, at the Licensee's sole expense, a graphic design incorporating the Name to be used as the logo associated with the Center (the "Logo"). The Name, Logo, and/or any stylized form or combination thereof, as approved by the Licensee, may be referred to herein as (the "Marks"). Licensee shall at all times remain the owner of the Marks, including without limitation, the trademark and copyrights associated therewith, if any. Licensee hereby grants Licensor a limited, non-exclusive, royalty free, personal, non-transferable license only to use the Marks, solely for purposes related to performance under this Agreement and subject to the Licensee's approval. The Licensee reserves all rights in the Marks and Licensor shall have no rights in the Marks other than those expressly granted hereunder. Notwithstanding the foregoing or any other term or provision of this Agreement, the Name, Logo, and any stylized form or combination thereof are subject to the prior written approval of SIU, which said approval shall not be unreasonably withheld.

IV. SIGNAGE

In connection to the Naming Rights granted to the Licensee hereunder and in addition to the signage rights granted under the M&S Agreement (as defined in Section VI(a) herein), the Licensee is entitled to have certain existing signage modified or replaced to include the Name and Marks and to add new signage containing the Name and Marks (the "Signage"). The Signage shall include all directional Signage by City of Carbondale and the Illinois Department of Transportation existing as of the Effective Date of this Agreement and providing directional information to the Center, including but not limited to those placed along US-51, along I-57, and along Route 13; and also include replacement of existing Signage, as well as new Signage on the Center interior and exterior as described herein below and as further described in the Marketing Portfolio attached hereto as Exhibit D.

The new Signage shall include the following: Exterior Signage: A large Sign shall be placed on the old entrance overhead, two signs on the brick wall near the new entrance, window wraps on the glass over the entrance doors, the Name and Marks on the top of SIU's

marquee sign on Rt. 51, and a sign next to the “Ticket Center”. Licensor agrees to remove any landscaping that materially hinders the view of Signage on the Center exterior. Interior Signage: the Name and Marks shall be placed on the Center scoreboard, the visiting team and home team bench chair backs, on the digital score table boards, and on the gym floor (two logos as well as end courts). The appearance, dimensions, and specific locations of said Signage shall be further described in Exhibit D.

The appearance and location of all Signage not expressly described in this Agreement, including Exhibit D, shall be approved only by further written instrument signed by the authorized representative(s) of each Party. Upon execution of this Agreement, Licensor shall work diligently with government authorities to cause all existing Signage currently identifying the Center to use the Name and Marks by the Effective Date of this Agreement. All Signage shall be at Licensee’s sole cost and expense. Notwithstanding any other term or condition of this Agreement, SIU’s approval of Signage additional to that set forth in this Agreement, including its Exhibit D, and which is to be located on property owned or controlled by SIU, shall be at SIU’s sole and absolute discretion.

V. PROMOTION & SPONSORSHIP RIGHTS

During the term of this Agreement and in addition to the other rights granted by this Agreement, Licensor grants to Licensee the rights set forth in this Section V.

- a. **Advertising, Promotion and Publicity.** Licensor will, annually and throughout the course of this Agreement, advertise, promote and publicize Licensee and Licensee’s Marks through, at a minimum, the following channels:
 - i. Digital Marketing. Licensor will, at its expense, use digital marketing that displays the Name and Marks as agreed upon by the Parties for the promotions of the Center in accordance with, at a minimum, the following:
 - 1) Website: siusalukis.com (official SIU Athletics website), siu.edu (official SIU website), and social media channels for both SIU Athletics and those of SIU under the direct control of the Chancellor’s office shall promote the Marks. A dedicated web link for the facility shall be created such as banterracenter.com or other similar name as may be available and agreeable to the Parties.
 - 2) Paid Search: Licensor will, at its expense, include and implement a paid Google/Bing search buy to improve the search presence of the Center as mutually agreed upon by the Parties.
 - 3) Social Media Channels: Licensor shall cause the Marks to have a monthly presence on all official existing and future social media channels for SIU Athletics and the SIU Chancellor’s office, including but not limited to, Facebook, Twitter, Instagram and Snapchat.

- 4) Email Marketing: Licensor shall cause the Logo to be included in a minimum of six SIU Athletic emails annually sent to its subscriber base.
 - 5) Digital Ticket Providers. In the event Licensor chooses to utilize an electronic ticket exchange program such as Stub Hub or a similar ticketing outlet Licensor shall cause Licensee's Marks to be included in any electronic ticket and other marketing or promotional materials associated therewith.
- ii. Printed Materials. Licensor, at its expense, will cause the Logo to be incorporated and used in all printed business, marketing, promotional and press materials of the Center, including, without limitations, letterhead, Event tickets (whether electronic or printed), parking passes (whether electronic or printed), program books, sales collateral, brochures, flyers, and such other forms of identification as agreed upon by the Parties. Licensor ensures that a minimum of 68,800 tickets per year and a minimum of 4,150 parking passes per year will be distributed with the Logo. "Event" as used in this Agreement means any presentation, including, but not limited to, athletic events, concerts, games, shows, public gatherings, or any other scheduled happening, taking place at the Center. An Event at the Center may also be known as a ("Center Event").
 - iii. Traditional Media. "Traditional Media" means television, radio, outdoor, newspapers and magazines. Licensor shall cause any Traditional Media utilized to promote Events in the Center, or the Center itself, to include the Logo. Licensor shall spend at least \$50,000.00 in Traditional Media advertising during the first year of this Agreement. This minimum Traditional Media advertising amount required by the Licensor shall increase at least three percent (3%) each year thereafter for the Term of this Agreement.
 - iv. Event Promotion. Each of the Parties will identify the Center by the Name and Marks in all written and oral references to the Center and with respect to any Event scheduled to take place at the Center, including, without limitation, all official documents, press releases, public relations and advertising efforts, and other public announcements. Licensee, at its option, and Licensor, shall hold a promotional activity during each men's and women's basketball home game to promote Licensee. Said promotional activity may include audience engagement and/or video screen usage at Licensee's discretion.
 - v. Authorized Terminology. Licensee has the right to use the following terminology in any advertising, branch design or publicity effort. "Official

Partner of SIU Saluki Athletics.”

- vi. Additional. The Parties may utilize any additional media outlet, branding channel, digital media, printed materials, marketing or promotional activity or event as the Parties may agree for the publicizing and promoting of the Center, SIU, Banterra and the Banterra Scholarship Fund (“BSF”), which said Scholarship Fund is further described in Section V(c)(viii) herein.

b. Public/Media Relations.

- i. Saluki Media Backdrop. Licensor shall cause the Logo to repeatedly display as part of the Saluki media backdrop for all interviews regarding Events in the Center. Notwithstanding the foregoing, Banterra acknowledges and agrees that its right to have the Logo appear on the Saluki media backdrop is not exclusive and that other entities’ or persons’ logos or marks may appear on the backdrop; provided, however, that University agrees that no other financial institutions shall be permitted to advertise on the media backdrop.
- ii. Naming Rights Announcement. In accordance with applicable law, including but not limited to the Illinois Open Meetings Act, the Parties will plan a mutually agreeable public relations campaign to announce the Name and Logo. Upon announcement, the Parties will each make reasonable efforts to cause the media and other third parties to identify the Center by the Marks. The public relations campaign will, at a minimum, include the following:
 - 1) Press event to unveil the naming right sponsor and the new Center Name and Logo.
 - 2) Announcement via e-mail blast to 40,000 or more season ticket holders and those that have purchased single game tickets.
 - 3) Press-release distributed to all media outlets revealing the Name and Logo.
 - 4) Announcement for the Name and Logo of the Center promoted on the siusalukis.com homepage which will include a splash page that will run no less than one month for visitors to the SIU website.
 - 5) Announcement for the Name and Logo promoted on all official SIU social media channels directly controlled by the Chancellor’s office and SIU Athletics.
 - 6) SIU will make diligent efforts to gain national attention for the naming rights announcement and shall work with various

NCAA-related organizations and mediums such as NCAA.org, National Association of Collegiate Directors of Athletics (NACDA), Sports Business Journal, and D1.Ticker. SIU will share any national publicity through digital and its official social media channels under the direct control of SIU Athletics and the SIU Chancellor's office.

- iii. Press Materials and Boiler Plate. Licensor shall cause all press materials (releases, envelopes, emails, lanyards, passes, etc.) to incorporate the Logo. Licensor shall cause all press releases to include a mutually agreed upon boilerplate (ending language) that includes the promotion of the Licensee, the Center, and the Marks.
- c. **Miscellaneous Promotional Opportunities.**
- i. Banterra Campus Presence.
 - 1) SIU Event Presence. Subject to applicable law Licensee shall be allowed to set up booths or tables at all Events unless the event is not sponsored by SIU and is prohibited by the Event sponsor, and at such other locations and dates as the Parties may mutually agree for the purpose of Licensee marketing its business, opening bank accounts, offering debit cards, or such other lawful banking related activities as Licensee may desire.
 - 2) Banking Service Presence. Subject to applicable law, availability of space, and SIU policies, including without limitation the ATM policy, Licensee shall be allowed to establish a banking service presence on campus upon mutually agreeable terms and conditions. As used in this section "banking presence" means Licensee's choice of an automated teller machine, cash dispenser, or intelligent automated teller machine. Subject to applicable law, availability of space, and SIU's policies, Banterra will be given the opportunity to lease space for a bank branch located on campus upon terms and conditions mutually agreeable to the Parties.
 - ii. Students, Faculty and Staff. Subject to applicable law and to the extent reasonable, Licensor shall cooperate with Licensee to promote the use of Licensee's products and services to current and potential SIU students, faculty, and staff as well as others in the community. Licensee shall cooperate with Licensor to promote enrollment at SIU and attendance at Center Events.
 - iii. Financial Services. Subject to applicable law, including without limitation the Illinois Procurement Code, if at any time during the term of this Agreement, SIU solicits bids for financial services, Banterra shall have the opportunity to bid on such services. No term or condition of this Agreement

shall be construed to prohibit Banterra from submitting such a bid unless otherwise provided by applicable law. Prior to July 1, 2020 and at least one additional time during the term of this Agreement, Banterra will be given the opportunity to make a presentation to SIU regarding its financial and banking services. Notwithstanding the foregoing or any other term or condition of this Agreement, Banterra acknowledges and agrees that SIU is not obligated to enter into any financial services agreement with Banterra as a consequence of this Agreement, that the consideration for this Agreement shall not be considered consideration for such financial services agreement, and that any such agreement shall be subject to SIU's requirements for such services, which said requirements shall be in SIU's sole and absolute discretion.

- iv. Event Space. Licensee and/or its guests shall have exclusive access to a mutually agreed upon space within the Center for Licensee receptions during Center Events no less than two times per year. Licensee and/or its guests shall also have exclusive access to a mutually agreed upon space on campus not less than two times per year for Licensee meetings, conferences, retreats or internal functions.
- v. Hospitality/Tickets. In addition to the ticket allotment contained in Exhibit A, Licensor shall provide Licensee a minimum of four floor seat tickets or four VIP tickets, as applicable, and a minimum of ten lower bowl seats to each Center Event in a section mutually agreed upon by the Parties.
- vi. Debit Card. Licensee will have exclusive rights to an SIU Athletics-branded Banterra debit card.
- vii. Basketball Youth Camps. During the Term of this Agreement, Licensor shall continue to host basketball youth camps and shall cause the Name and Logo to be placed on all youth and counselor camp t-shirts, on all promotional items distributed to parents and campers, and on all advertising and marketing materials.
- viii. Banterra Scholarship Fund. During the Term of this Agreement, SIU or its designee shall participate with Banterra in the promotion of a Saluki Athletics branded Banterra affinity debit card, a portion of the profits from which shall be used to provide scholarship funds, both of an academic and athletic nature, to be known as the Banterra Scholarship Fund ("BSF"). The general outline of the BSF are as set forth below and shall be formalized in a writing mutually agreeable to Banterra and SIU or SIU's designee.

- 1) Funds will be available for athletic and academic scholarships for SIU students in Banterra's footprint which includes portions of Illinois, Indiana, Kentucky and Missouri.
- 2) Banterra shall pay in to the BSF 33% of net profits (based on its annual revenue program and calculated annually) derived from active Saluki affinity debit cards.
- 3) Banterra will make up any net profits shortfalls and contribute the minimum \$50,000 per year until the annual revenue program exceeds this minimum level. Thereafter, Banterra will recapture the aggregate of net profits shortfalls (\$50,000 payment less actual 33% net profits amounts) keeping the amount of scholarship payments at \$50,000 until the excess is recaptured. Thereafter, actual 33% of net profits of the program will be remitted annually subject to the annual \$150,000 cap herein.
- 4) At no time will the BSF contribution be less than \$50,000.00 or greater than \$150,000 on an annualized basis.

VI. PAYMENTS AND COSTS.

a. **Third Party Agreement.** Banterra has entered into a Marketing & Sponsorship Agreement dated September 24, 2018 with Saluki Sports Properties, LLC ("SSP") with extensions available through June 30, 2021 ("M&S Agreement") as set forth on Exhibit A hereto. Said M&S Agreement shall remain in place and in full force and effect as to all terms, rights, privileges, benefits and obligations therein. SIU hereby assumes full responsibility for payment to SSP under the M&S Agreement and all extensions thereto as a condition of this Agreement. At the termination of the M&S Agreement and all renewals or extensions thereof, Banterra and SIU shall work diligently with Saluki Sports Properties, LLC, or any other entity with rights to offer the rights, benefits and privileges that Banterra currently has under the M&S Agreement, to agree on mutually satisfactory terms and payments such that Banterra obtains rights and benefits under a new marketing and sponsorship agreement that are similar to, but in no event less than, the rights and benefits under the current M&S Agreement. Payments due to Saluki Sports Properties, LLC, or such other entity as may be contracted with under any future agreements, shall likewise be assumed by SIU as a condition to this Agreement; provided, however, that SIU's obligation to make payments on behalf of Banterra pursuant to such future agreements or any extensions or renewals of the current M&S Agreement shall only extend to the extent that the terms of those future agreements, or extensions or renewals of the current M&S Agreement coincide with the term of this Agreement. In the event no agreement can be reached by the parties upon termination of the existing M&S Agreement, this Agreement may be terminated at Licensee's sole option with no further payments or obligations due to Licensor. Termination of this Agreement as provided in this section shall be Licensee's sole remedy for the failure of the parties to reach an agreement to replace the existing M & S Agreement between Banterra and Saluki Sports Properties or to furnish Licensee with similar, but not reduced, accommodations, rights and benefits

as those provided for under the existing M & S Agreement; provided, however that Licensee shall be entitled to a pro-rated refund of any payments made in advance pursuant hereto. Under no circumstances shall SIU be required to pay for an increase in Banterra's rights over what is currently offered in the M & S Agreement. Banterra acknowledges that SIU has entered into a separate agreement with SSP to comply with its responsibilities pursuant to this Section. A copy of said agreement is attached hereto as Exhibit B.

b. Payments. In consideration of the rights granted herein, Licensee shall pay Licensor in accordance with the terms of this Section VI(b). All payments from Licensee to Licensor shall be made according to the following payment schedule with the first payment being due at the commencement of the Term. Absent a Default or early termination as set forth herein, the total payments made during the Initial Term plus the Extension Term, if exercised, shall be \$7,000,000.00. Absent a Default or early termination as set forth herein, the total payments including the BSF, if the Extension Term is exercised, shall be minimally \$8,000,000.00 with a maximum payout of **\$10,000,000.00.**

- i. Payment Schedule: Each payment set forth below shall be apportioned as follows: \$300,000 per year in consideration of the Naming Rights set forth in Section II and \$50,000 per year in consideration of the remainder of the rights granted to Banterra by this Agreement. The total annual payment of \$350,000.00 shall be made payable to SIU. The payment schedule is as follows:

(Initial Term 10 Years)

July 1, 2019 \$350,000.

July 1, 2020 \$350,000.

July 1, 2021 \$350,000.

July 1, 2022 \$350,000.

July 1, 2023 \$350,000.

(Option of Early Termination per I(b))

July 1, 2024 \$350,000.

July 1, 2025 \$350,000.

July 1, 2026 \$350,000.

July 1, 2027 \$350,000.

July 1, 2028 \$350,000.

June 30, 2029 *Termination of Initial Term

(Extension Term 10 Years)

July 1, 2029 \$350,000.

July 1, 2030 \$350,000.

July 1, 2031 \$350,000.

July 1, 2032 \$350,000.

July 1, 2033 \$350,000.

(Option of Early Termination per I(b))

July 1, 2034 \$350,000.

July 1, 2035 \$350,000.

July 1, 2036 \$350,000.

July 1, 2037 \$350,000.
July 1, 2038 \$350,000.
June 30, 2039 *Termination of Extension Term

c. Costs and Expenses.

- i. Center Marks. Licensee shall pay for all costs and expenses associated with development of the Marks, including costs for any third-party designer services used in the development of the Marks and any related artwork and/or style manuals for the approved forms of the Marks.
- ii. Signage. Licensee shall pay for all costs and expenses associated with the initial and ongoing preparation, production, mounting, power connections, repair, maintenance and/or installation of all Signage attached to the Center and any additional Signage in accordance with this Agreement, including without limitation any changes to such Signage made necessary by Licensee's change of the Name, Logo, or Marks. Absent a Default by Licensor, Licensee will pay for all costs and expenses related to the removal of the Signage at the end of the Term plus any Extension Term.
- iii. Branding Materials. Licensor shall pay for all costs and expenses associated with the initial design, production and/or purchase of branding materials reflecting the implementation of the Name and Logo and for all costs made necessary by a subsequent change in the Name and Logo.

- d. **Maintenance and Repairs.** Licensor shall, at its cost and expense, keep and maintain the Center and SIU grounds in good repair at all times and shall keep the Center and SIU grounds fully insured at all times during the term of this Agreement. Licensee shall pay to repair any damage done to the Center caused by its employees, agents, and/or subcontractors.

VII. DEFAULT AND TERMINATION.

- a. **Default.** Either of the following shall constitute an event of default hereunder (the "Default") by the acting or relevant party (the "Defaulting Party").
 - i. Failure to comply with the terms of this Agreement without cure within 60 days after receipt of written notice to the Defaulting Party.
 - ii. A breach of any representation or warranty in this Agreement.
 - iii. A Party becomes insolvent.

- b. **Termination and Remedies.** In the event of a Default as set forth herein, the party not in Default (the “Non-Defaulting Party”) will have the right to terminate this Agreement upon written notice to the Defaulting Party.
- i. In the event Licensor is the Defaulting Party:
- 1) Licensee may terminate this Agreement with no further obligation, financial or otherwise.
 - 2) Licensor shall reimburse Licensee for that portion of any payments made in advance covering a period after the date of Default.
 - 3) Licensee shall have no further obligations under the BSF as of the date of Default.
 - 4) Licensor shall pay for the costs and expenses incurred by Licensee for the removal of all Signage, materials or other uses of the Marks under this Agreement.
 - 5) In addition to the above, Licensee shall, subject to applicable law, be entitled to all remedies available in a court of law or equity.
- ii. In the event Licensee is the Defaulting Party:
- 1) Licensor may terminate this agreement with no further obligation, financial or otherwise.
 - 2) Licensor may retain any payments made under this Agreement as of the date of Default.
 - 3) Licensor may retain any donations made by Licensee into the BSF as of the date of Default.
 - 4) Licensor may require the Licensee, at Licensee’s expense, to remove all Signage, materials or other uses of the Marks under this Agreement.
 - 5) In addition to the above, Licensor shall, subject to applicable law, be entitled to all remedies available in a court of law or equity.
- c. Notwithstanding the foregoing or any other term or condition of this Agreement, if either Party determines in good faith that the other Party has engaged in criminal conduct involving moral turpitude or fraud, or has committed or does commit any act (each an “Act”) that tends to bring said Party into public disrepute, contempt, scandal, or ridicule, or that tends to shock, insult, or offend a reasonable person, or that in the sole discretion of the non-offending Party, reflects unfavorably on the non-offending Party’s reputation, image, mission, or integrity, the non-offending Party may terminate this Agreement by providing thirty (30) days prior written notice to the offending Party. In the event Licensor exercises its rights under this

section, Banterra shall have no obligation to make further payments to Licensor that are due on or after the effective date of termination, but Licensor shall be entitled to retain any and all previously made payments. The Parties acknowledge and agree that termination of the Agreement is the sole remedy for circumstances triggering this section; provided, however, that Banterra shall be entitled to a pro-rata refund of any payments made in advance pursuant hereto.

- d. **Limitation of Liability.** Under no circumstances shall the Parties be liable to one another for any consequential, special, indirect, incidental, punitive, exemplary or aggravated loss, damage, cost, or expense, including, without limitation, loss of good will, loss of business profits, computer failure or malfunction, data loss, or lost profits and opportunity costs. All claims against SIU arising from this Agreement are subject to the Illinois Court of Claims Act.

VIII. CONFIDENTIALITY. Through the course of performance of this Agreement, each Party may have access to information which relates to the other Party's business or affairs, including, but not limited to: (i) strategies, (ii) financial results and business conditions, (iii) software and software applications (iv) data, (v) procedures, processes, and (vi) any other information that is not generally known to the public (the "Confidential Information"). The Parties agree to keep all Confidential Information in strict confidence and will not use or disclose any such Confidential Information, except as may be necessary in the regular course of performance hereunder. Notwithstanding the foregoing, the Parties may disclose Confidential Information as required by law or order of a court or administrative body of competent jurisdiction, and to auditors, attorneys representing the disclosing party, and examiners as may be necessary, provided such disclosure is limited to the information specifically required to be disclosed. Subject to applicable law or order of a court or administrative body of competent jurisdiction, if either Party is required to disclose Confidential Information, the disclosing Party agrees to promptly notify the owning Party prior to making the disclosure.

IX. EXCLUSIVITY. Licensor agrees that the Licensee shall have the exclusive Naming Rights for the Center and that, unless expressly consented to in writing by Licensee, no competitor of Licensee shall have any advertising rights inside the Center or on the exterior of the Center other than digital advertising inside the Center on digital signage in place on or before the Effective Date of this Agreement or its equivalent replacement. Licensee acknowledges and agrees that it does not have the exclusive right to advertise at the Center; and, accordingly, acknowledges and agrees that Licensor shall have the ability to sell and display advertisements for other persons and entities at the Center except as otherwise expressly set forth herein.

X. GENERAL TERMS AND CONDITIONS

- a. **Relationship of the Parties.** Each Party maintains full and exclusive control of its business, including without limitation, hiring and firing personnel, admitting students, and performing any other administrative

matters. The relationship of the Parties created by this Agreement is one of independent contractors. Nothing contained in this Agreement, or otherwise, shall be interpreted to create a partnership, agency, joint venture or employment relationship between the Parties.

- b. **NCAA and Missouri Valley Conference Rules and Regulations.**
- i. Notwithstanding any other term or condition of this Agreement, SIU may, upon provision of written notice to Licensee, terminate this Agreement in the event Licensee has engaged in conduct that SIU reasonably determines to be in violation of National Collegiate Athletic Association (NCAA) or Missouri Valley Conference (MVC) rules or regulations. Banterra shall thereafter be relieved of any obligation to make further payments under this Agreement.
 - ii. Banterra shall not use the name or likeness of any SIU student-athlete in the manner of an endorsement of any product or service in violation of any NCAA or MVC rules or regulations. Any use by Banterra of any such name or likeness shall comply with all applicable NCAA and MVC rules that govern SIU's athletic programs.
 - iii. If at any time during the term of this Agreement SIU changes athletic conferences or the name of the Missouri Valley Conference changes, the name of the new or newly named conference shall be considered substituted for Missouri Valley Conference in this section as though fully stated herein and without need for formal written amendment.
- c. **Notices.** Any notice under this Agreement will be sufficiently given if in writing and delivered in person, by certified mail, by national courier, or electronically transmitted (with receipt of transmission) to the address below or to such other address as the recipient may furnish in writing to the sender.

If to SIU:

Southern Illinois University
ATTN: Chancellor
1265 Lincoln Drive
Carbondale, IL 62901-4304

w/copy to:

Southern Illinois University
Office of General Counsel
1265 Lincoln Drive
Carbondale, IL 62901-4307

If to Licensee:

Banterra Bank
c/o Robert J. May
111 Airway Dr.
Marion, Illinois 62959

- d. **Counterparts.** This Agreement may be executed in counterparts with all signatures or by counterpart signature pages, and it shall not be necessary that the signatures of all Parties be contained on any one document. Each counterpart shall be deemed an original, but all of them together shall constitute one and the same instrument.
- e. **Severability.** Should any provision of this Agreement be invalid or unenforceable for any reason, the remaining provisions hereof shall remain in full effect.
- f. **Entire Agreement, Modifications and Assignment.** This Agreement represents the entire agreement between the Parties covering the subject matter hereof, and all oral discussions and prior agreements are merged herein. Except as otherwise expressly stated herein, all amendments and modifications to this Agreement, if any, shall be in writing executed by all Parties.
- g. **Governing Law.** This Agreement and any dispute arising thereunder will be governed by and construed exclusively in accordance with the laws of the State of Illinois, without reference to its conflict of law provisions. All claims against SIU are subject to the Illinois Court of Claims Act.
- h. **Authority.** Each Party hereto has the full right and authority to enter into and fully perform this Agreement in accordance with its terms. Each individual representing the Parties in signing this Agreement warrants and represents that he or she is duly authorized to bind his or her respective Party to the terms contained herein. SIU warrants and represents that it owns the Center and is within its rights to grant the naming rights to the Center.
- i. **Sovereign Immunity.** No term or condition of this Agreement shall be considered a waiver, in whole or in part, of sovereign immunity.
- j. **Force Majeure.** Neither party shall be in default or breach of this Agreement if failure to perform any obligation thereunder is caused by supervening conditions beyond the party's control, including acts of God, civil commotion, strikes, labor disputes, governmental demands or requirements, or a service interruption from an underlying carrier or service provider; provided however, that any party claiming force majeure shall provide written notice thereof to the other party and shall make all reasonable efforts to comply with the Agreement. Licensee shall not be obligated to make

payments while Licensor is not able to perform its duties herein or while Center is not in use in accordance with this provision.

- k. Inability to Perform Due to Change in Licensor Policies.** In the event Licensor fails to materially fulfill any of its obligations herein due to a modification of Licensor's policies made subsequent to the Effective Date of this Agreement, Licensee may terminate this Agreement; provided however, that no such termination shall be effective unless Licensor is provided at least 60 days prior written notice describing the failure and providing Licensor an opportunity to cure during the notice period. In the event Licensor cures said failure to perform within the 60 day notice period termination shall not be effective. Termination shall be Licensee's sole remedy under this Section.
- l.** Subject to Section VI(a) herein, any multi-media, naming, promotion, sponsorship, marketing or other such rights not expressly set forth in this Agreement as being granted to Banterra are subject to SIU's agreement with Saluki Sports Properties, LLC effective July 1, 2018. A copy of the aforementioned July 1, 2018 Agreement is attached hereto as Exhibit C.

IN WITNESS WHEREOF, the Parties execute this Agreement as of the first date written above.

**THE BOARD OF TRUSTEES OF
SOUTHERN ILLINOIS UNIVERSITY**

BANTERRA BANK

John M. Dunn, Interim Chancellor
Southern Illinois University Carbondale

Robert J. May, President & CEO

Exhibit A

Marketing & Sponsorship Agreement by and between Banterra Bank and Saluki Sports Properties, LLC dated September 24, 2018



Saluki Sports Properties, LLC

MARKETING & SPONSORSHIP AGREEMENT

THIS MARKETING AND SPONSORSHIP AGREEMENT ("Agreement") is made and entered as of the 24th day of September, 2018 between Banterra Bank ("Sponsor") and Saluki Sports Properties, LLC, a Missouri limited liability company qualified to do business in the State of Illinois ("Provider").

BACKGROUND

- A. Provider holds the exclusive marketing and sponsorship rights for Southern Illinois University athletics ("University").
- B. Sponsor wishes to further its exposure of its products and/or services through its association with University and by sponsoring University athletics.

NOW, THEREFORE, in consideration of the foregoing Background and other valuable consideration, Sponsor and Provider (the "Parties") agree as follows:

1. **Term of Agreement.** This Agreement shall cover the following athletic year(s) which are measured from July 1 to June 30 (the "Term") and includes performance commenced prior to the execution of this Agreement: 2018-2019, 2019-2020, 2020-2021.

CONTRACT TO REPLACE CURRENT AGREEMENT ON FILE, SET TO EXPIRE JUNE 30TH 2019

Neither Party shall have any of the rights set forth in this Agreement after its expiration except for obligations which by their nature shall survive termination including Sponsor's payment obligations to Provider under Paragraph 3 below.

2. **Sponsorship Benefits.** During the Term, provided that Sponsor fulfills all of its payment obligations to Provider, Sponsor will receive the benefits described on Exhibit A attached to this Agreement and made a part hereof and no others (the "Benefits"). Unless otherwise specifically stated in Exhibit A or elsewhere in this Agreement, all Benefits are for the regular season only. If for any reason other than a Force Majeure condition described in Paragraph 5 of this Agreement, Provider is unable, for any other reason, other than due to Sponsor's fault, to provide Sponsor with a Benefit described in Exhibit A, Provider shall give written notice to Sponsor and offer Sponsor mutually agreeable make-good benefits in direct and fair proportion to the benefits which Provider cannot provide to Sponsor ("Alternative Make-Good Benefits"). The Alternative Make-Good Benefits may not, however, include tickets, hospitality, catering or similar benefits which involve an out-of-pocket cost to Provider. The Alternative Make-Good Benefits shall be subject to Sponsor's approval, which approval will not be unreasonably withheld, delayed or conditioned. Until such time as the Alternative Make-Good Benefits are agreed upon, Sponsor will continue to pay the full sponsorship fee to Provider as set forth above. If Alternative Make-Good Benefits are not agreed upon, this Agreement shall not terminate, but rather the sponsorship fee to be paid by Sponsor will be adjusted to reflect the benefits which are not available to Sponsor.
3. **Payment Obligations of Sponsor.** In consideration of the Benefits to be provided to Sponsor by Provider, Sponsor will pay Provider the amounts set forth below at the times set forth below:

Athletic Year

Cash Billing Totals as Follows:

2018-2019 - \$47,600 as follows:

08/01/2018 -	\$4,160.00
09/01/2018 -	\$4,160.00
10/01/2018 -	\$4,160.00
11/01/2018 -	\$5,017.14
12/01/2018 -	\$5,017.14
01/01/2019 -	\$5,017.14

02/01/2019 -	\$5,017.14
03/01/2019 -	\$5,017.14
04/01/2019 -	\$5,017.14
05/01/2019 -	\$5,017.16

2019-2020 - \$47,600 as follows:

08/01/2019 -	\$4,760.00
09/01/2019 -	\$4,760.00
10/01/2019 -	\$4,760.00
11/01/2019 -	\$4,760.00
12/01/2019 -	\$4,760.00
01/01/2020 -	\$4,760.00
02/01/2020 -	\$4,760.00
03/01/2020 -	\$4,760.00
04/01/2020 -	\$4,760.00
05/01/2020 -	\$4,760.00

2020-2021 - \$47,600 as follows:

08/01/2020 -	\$4,760.00
09/01/2020 -	\$4,760.00
10/01/2020 -	\$4,760.00
11/01/2020 -	\$4,760.00
12/01/2020 -	\$4,760.00
01/01/2021 -	\$4,760.00
02/01/2021 -	\$4,760.00
03/01/2021 -	\$4,760.00
04/01/2021 -	\$4,760.00
05/01/2021 -	\$4,760.00

Please make all checks payable to Saluki Sports Properties, LLC. All late payments are subject to a late payment fee of 2% per month (24% APR) or the highest rate allowed by law together with all costs and expenses of collection including attorneys' fees and court costs.

If Sponsor does not pay when due any amount payable Provider, then Provider may give notice of such breach and, if such amount is not paid within ten (10) days after such notice is given, then Provider may terminate this Agreement by giving notice of termination within thirty (30) days after such ten (10) day period. If Provider terminates this Agreement under this Paragraph 3, then Provider will have no further obligations under this Agreement to Sponsor and Sponsor will continue to be liable to Provider for such amount and for all other damages arising out of or resulting from Sponsor's breach including the payment of all remaining sponsorship fees under this Paragraph 3.

4. Extended-Season Radio. If any of the Benefits described on Exhibit A include radio broadcasting sponsorships, then the Benefits relating to such sponsorships shall only include 12 regular season football broadcasts and 29 Regular Season Men's Basketball Broadcasts. If Provider's network broadcasts additional games (beyond 12 for football and 29 for basketball), the sponsorship will continue for those game at the regular season rate outlined in Exhibit A. Additional games/broadcasts will be invoiced at the conclusion of the football and basketball season respectively.
5. Force Majeure. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond the non-performing party's control and without such party's fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, acts of terrorism, riots, insurrections, fires, explosions, earthquakes, floods, loss of power, strikes or lockouts ("Force Majeure"). If any Force Majeure condition affects Provider's ability to perform its obligations set forth hereunder, Provider shall give written notice to Sponsor, and Provider will offer mutually agreeable make-good benefits to Sponsor in direct and fair proportion to the benefits not received by Sponsor due to the Force Majeure condition ("Make-Good Benefits"). The Make-Good Benefits shall be subject to Sponsor's approval which approval will not be unreasonably withheld or delayed. Until such time as the Make-Good Benefits are agreed upon, Sponsor will continue to pay the full sponsorship fee to Provider as set forth above. If Make-Good Benefits are not agreed upon, this Agreement shall not terminate, but rather the sponsorship fee to be paid by Sponsor will be adjusted to reflect the benefits which were not available to Sponsor.
6. University Marks. To the extent that any of the Sponsor's Benefits described in Exhibit A hereto include the right to make use of University's athletic logos or trademarks ("School Marks"), Sponsor agrees that its use of School Marks is non-exclusive, limited and non-transferable and must be approved by the Provider and/or the University prior to its use. Sponsor further agrees that it may not make use of School Marks in any retail promotion or sale of a product without the approval of the University or its authorized agent and the payment of any required license fee. All right, title and interest in and to the School Marks is and shall remain the sole and exclusive property of Provider.

7. Indemnification. To the fullest extent permitted by law, each Party agrees to indemnify, defend and hold the other party, including its members, officers, directors, employees, and other agents, harmless from any and all liability (including, without limitation, reasonable attorney's fees, costs and expenses) resulting from or related to any claim, complaint and/or judgment for any negligent act or acts of intentional misconduct arising under this Agreement or any breach of this Agreement.
8. Miscellaneous. Sponsor and Provider will comply with all federal, state and local laws as well as all Conference rules to which the University belongs and NCAA rules and regulations in connection with their respective performance under this Agreement. To that end, Sponsor shall not make use of any student-athlete's name or likeness (as defined by the NCAA) without advance written approval of University's compliance officer. All notices hereunder must be in writing and shall be deemed to have been given when (a) delivered by hand (with written confirmation of receipt), (b) sent by facsimile (with written confirmation of receipt) (c) sent by certified mail, return receipt requested when received by the addressee; (d) sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses set forth on the signature page below (or to such other addresses as a signatory may designate by notice to the other signatories) or (e) when received by the addressee, if sent by e-mail to the appropriate e-mail address of the addressee. Sponsor shall not have the right to transfer or assign its rights or obligations under this Agreement without the express prior written consent of Provider. In the event that either Party shall cease conducting business in the normal course, become insolvent, admit in writing its inability to meet its debts as they mature, make a general assignment for the benefit of creditors, or is the subject of a petition in bankruptcy and such petition is not dismissed within sixty (60) days from its filing, then at the option of the other Party, this Agreement shall terminate immediately and be of no further force and effect. This Agreement constitutes and contains the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior or contemporaneous written or oral understandings or agreements with respect thereto. No amendment to this Agreement shall be valid unless in writing signed by each of the Parties hereto. The failure of any Party to exercise any of its rights under this Agreement shall not be deemed a waiver of such right or any other rights. This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall be construed, interpreted and enforced under the laws of the State of Missouri without regard to its principles of conflict or choice of law. Sponsor and Provider are independent contracting parties and nothing in this Agreement shall be deemed to create a partnership, joint venture or agency relationship between them nor does it grant either Party any authority to assume or create any obligation on behalf of or in the name of the other Party. This Agreement may be executed in counterparts by facsimile or electronic signature, each of which shall be deemed an original and each counterpart together shall constitute one document.

Sponsor represents and warrants that the person whose signature appears below for Sponsor is duly authorized to execute this Agreement and legally bind Sponsor under this Agreement. This Agreement shall not be binding upon Provider until and unless it is executed by Provider's General Manager irrespective of whether Provider's Account Executive has signed the Agreement.

ACCEPTED AND AGREED AS OF THE ABOVE DATE AND IF NO DATE IS INSERTED, THEN THE FIRST DAY OF THE ATHLETIC YEAR OF THE TERM SHALL BE THE DATE OF THIS AGREEMENT:

Banterra Bank
1105 N. Carbon
Marion, IL 62959

Saluki Sports Properties, LLC
SIU Arena 118- Mall Code 6620
Carbondale, IL 62901

By: _____

Jeff May
President

By: _____

Jon Ihrig
General Manager

EXHIBIT A

**TO MARKETING & SPONSORSHIP AGREEMENT
BETWEEN
Banterra Bank
AND
Saluki Sports Properties, LLC**

BENEFITS

Game/Event Sponsorship

- ✓ Football
 - Title Sponsorship of one (1) Football Game
- ✓ Men's Basketball
 - Title Sponsorship of one (1) Men's Basketball Game

Title Sponsorship Includes

- Logo Inclusion on Game Day Program
- Three (3) PA Announcements with logo inclusion during game
- On-Field/On-Court recognition
- Opportunity for on-site display
- Fifty (50) Tickets
- Eight (8) Suite tickets, to the Saluki Sports Properties Suite, for title sponsored FB game
 - Access passes for two (2) Banterra Bank Representatives during title sponsored game
- Four (4) Courtside Seats for title sponsored MBB Game
- Opportunity for pre-game hospitality/tailgate
 - Any costs associated with pre-game hospitality/tailgate are at the cost of Banterra Bank

Radio

- ✓ Football
 - Two (2) :30 Commercial Spots during each Football Game – 11 Games
- ✓ Men's Basketball
 - Two (2) :30 Commercial Spots during each Men's Basketball Game – 29 Games

Extended Season Radio Rates – Football & Men's Basketball

- 2018-19 Extended Season Rate - \$150 per spot, per game
- 2019-20 Extended Season Rate - \$150 per spot, per game
- 2020-21 Extended Season Rate - \$150 per spot, per game

Signage

- ✓ Basketball
 - Two (2) minutes of LED Signage time during each home Men's Basketball Game
 - One (1) Auxiliary Scoreboard sign
 - Existing Signage to be used
 - Any changes during contract duration will be at the expense of Banterra Bank
 - Six (6) Portal Entry Signs at SIU Arena – NEW ASSET
 - Cost of signage production in first year to be paid for by Saluki Sports Properties
 - Any future changes during contract duration will be at the expense of Banterra Bank
- ✓ Football
 - One (1) Main Scoreboard Permanent Sign
 - Existing Signage to be used
 - Any future changes during contract duration will be at the expense of Banterra Bank

Tickets/Hospitality

- ✓ Football
 - Four (4) Chair back Season Tickets
- ✓ Men's Basketball
 - Four (4) Lower Bowl Season Tickets
- ✓ Access to Saluki Stadium & Cook Club Lounge for respective season tickets
 - Saluki Sports Properties will pay \$5,000/per year contribution for access

Marks & Logos

- ✓ Banterra Bank will receive the ability to use the official SIU Athletics marks and logos in promotional items, flyers, etc. and recognize themselves as an Official Sponsor of Saluki Athletics.

Exhibit B
Multi-Media & Sponsorship Rights Agreement by and between SIU and Saluki
Sports Properties, LLC dated March 20, 2019

MULTI-MEDIA & SPONSORSHIP RIGHTS AGREEMENT

THIS MULTI-MEDIA & SPONSORSHIP RIGHTS AGREEMENT (“Agreement”) is made and entered as of the 20th day of March, 2019 by and between THE BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY, a body politic and corporate of the State of Illinois, by and on behalf of Southern Illinois University Carbondale (hereinafter “SIU” or “University”) and SALUKI SPORTS PROPERTIES, LLC, a Missouri limited liability company qualified to do business in Illinois (“SSP”). SSP and University may hereinafter be referred to singly as a “Party” and collectively as the “Parties.”

WHEREAS, the Parties entered into a Multi-Media Rights Agreement effective on July 1, 2018 and which will term will expire on June 30, 2029 (“Underlying Agreement”).

WHEREAS, the Underlying Agreement assigns to SSP a variety of multi-media, sponsorship and promotional rights;

WHEREAS, the Underlying Agreement permits University to enter into Naming Rights Agreements with third parties provided that SSP is compensated for “Diminishing Events” that arise as a consequence of the Naming Rights Agreement and reduce the value of the rights assigned to SSP via the Underlying Agreement;

WHEREAS, pursuant to its rights under the Underlying Agreement SSP entered into a Marketing & Sponsorship Agreement with Banterra Bank (“Banterra”) effective September 24, 2018 (“MSA”) pursuant to which Banterra was granted a certain marketing and sponsorship benefits;

WHEREAS, SIU and Banterra contemplate entering into a Naming Rights Agreement (“NRA”) effective July 1, 2019 in which Banterra will receive the naming rights to the SIU Arena and certain other marketing, promotional and sponsorship benefits;

WHEREAS, SIU and SSP desire to enter into this Agreement to fully settle and resolve any Diminishing Events arising from the NRA and all other outstanding issues that may arise, now or in the future, as a consequence of the NRA’s impact on the mutual rights and responsibilities of the Parties pursuant to the Underlying Agreement;

NOW THEREFORE, the Parties agree as follows:

1. **Incorporation of Recitals.** The recitals stated above are incorporated into this Agreement by reference as though fully stated herein.
2. **Payment.** In consideration of the rights afforded to SIU by this Agreement, SIU shall pay SSP a total sum of [REDACTED] to be credited against SSP’s twice-annual Guaranteed Rights Fee payment to SIU under Section 4.1 of the Underlying Agreement as follows:

- (a) 2019-2020: [REDACTED]
- (b) 2020-2021: [REDACTED]
- (c) 2021-2022: [REDACTED]

- (d) 2022-2023: [REDACTED]
- (e) 2023-2024: [REDACTED]
- (f) 2024-2025: [REDACTED]
- (g) 2025-2026: [REDACTED]
- (h) 2026-2027: [REDACTED]
- (i) 2027-2028: [REDACTED]
- (j) 2028-2029: [REDACTED]

3. **Excluded Sponsors.** SSP agrees that as of the Effective Date of the NRA the following shall apply for the entire term of the NRA and all extensions and renewals thereof: (a) no competitor of Banterra may be advertised on the exterior of the facility currently known as SIU Arena; and (b) that no competitor of Banterra may be advertised on the interior of the facility currently known as the SIU Arena unless said advertisement is displayed on digital signage in place on July 1, 2019 or its equivalent replacement.

4. **Assignment of Rights.** For the entirety of the remaining term of the Underlying Agreement, SSP assigns to SIU all of its right, title, and interest in the marketing and sponsorship benefits granted to Banterra under the MSA. SSP further assigns to SIU all of its right, title and interest to any and all of the marketing, promotion, and sponsorship benefits afforded to Banterra under the NRA and any extension or renewal thereof. .

5. **Diminishing Events.** SSP waives any and all claims to a Diminishing Event pursuant to the Underlying Agreement to the extent such Diminishing Events arises from the NRA and any and all extensions or renewals thereof. As used in this Agreement, the term "Diminishing Event" shall have the meaning assigned to it by the Underlying Agreement.

6. **Failure of NRA to Become Effective.** In the event the NRA does not become Effective, the Parties agree that the terms and conditions of this Agreement shall be null and void.

7. **Termination of NRA.** In the event the NRA is terminated, regardless of cause, SIU shall have the right to terminate this Agreement upon written notice to SSP. Said termination shall be without further payment by, or penalty to SIU. SIU shall be entitled to a pro rata refund of any payments made in advance hereunder.

8. **General Terms and Conditions.**

- (a) Captions: Headings or captions to the paragraphs are mere catchwords and are illustrative only. They are not intended to form any part or term of the Agreement, nor are they to be construed as having any intended meaning herein.
- (b) Sovereign Immunity. No term or condition of this Agreement shall be considered or effect a waiver, in whole or in part, of sovereign immunity.

- (c) Governing Law. This Agreement and any dispute arising thereunder shall be governed by and construed according to the laws of the State of Illinois, without reference to its conflict of law provisions. All claims against University are subject to the Illinois Court of Claims Act.
- (d) Severability. If any provision of this Agreement is invalid or unenforceable with respect to any Party, the remainder of this Agreement, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, will not be affected and each provision of the remainder of this Agreement will be valid and be enforceable to the fullest extent permitted by law.
- (e) Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original, and both of which will constitute one Agreement.
- (f) Entire Agreement. This instrument contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior agreements regarding same. The Agreement may be amended only by a written instrument signed by the authorized representative of each Party.

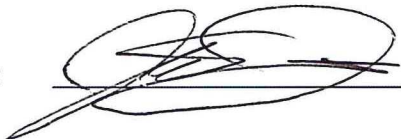
THE PARTIES HEREBY AGREE that by signing this instrument below, they each are bound to and shall abide by the terms and conditions enumerated in the Contract Documents. The individual signing this instrument on behalf of his/her respective party hereby warrants that he/she has the necessary authority to bind said party to this Contract.

**BOARD OF TRUSTEES OF
SOUTHER ILLINOIS UNIVERSITY**

SALUKI SPORTS PROPERTIES, LLC

By: _____

By: Learfield Communications, LLC,
Its Sole Member

By:  _____

Printed Name: JOHN M. DUNN

Printed Name: JON IHRIG

Title: Interim Chancellor, Southern Illinois
University Carbondale

Title: General Manager

Exhibit C

**Multimedia Rights Agreement by and between SIU and Saluki Sports Properties,
LLC dated July 1, 2018**

MULTI-MEDIA RIGHTS AGREEMENT

THIS MULTI-MEDIA RIGHTS AGREEMENT (“Agreement”) is made and entered as of the ___ day of _____, 2018 by and between THE BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY, a body politic and corporate of the State of Illinois, by and on behalf of Southern Illinois University Carbondale (“University”) and SALUKI SPORTS PROPERTIES, LLC, a Missouri limited liability company qualified to do business in Illinois (“SSP”).

BACKGROUND STATEMENT

- A. University and SSP are parties to a Multi-Media Marketing Rights agreement that commenced on July 1, 2008 and will terminate on June 30, 2018 (“Existing Agreement”).
- B. On January 9, 2018, University issued a Request for Proposal for Athletic Multimedia Rights K120117 (“RFP”).
- C. On January 9, 2018, Learfield Communications, LLC, the parent company of SSP, submitted its response to the RFP.
- D. The award of the Athletic Multimedia Rights under the RFP was made by University to SSP (“Award”).
- E. As a result of the Award, University and SSP intend to set forth the terms and conditions governing the University’s Multimedia Athletic Rights in this Agreement.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, University and SSP (each a “Party” and together, the “Parties”) hereby agree as follows:

1. Definitions; Term of Agreement; Mutual Cooperation

- 1.1. Definitions. All capitalized terms used in this Agreement and not otherwise defined will have the meaning set forth below.

Additional Benefit Cost means the cost to SSP of providing Additional Fulfillment Benefits to an Excluded Sponsor.

Additional Fulfillment Benefits means Fulfillment Benefits in addition to those that are referenced in the agreements that exist on the Effective Date to be provided to the Excluded Sponsors as of or after the Effective Date.

Additional Multi-Media Rights means collegiate athletic marketing, sponsorship and promotional rights that either exist as of the Effective Date but are not initially provided to SSP under this Agreement or come into existence during the Term of this Agreement. For the avoidance of doubt, Additional Multi-Media Rights do not include New Inventory Items, New Signage or any other replacement, expansion or enhancement of the inventory currently available to SSP under this Agreement all of which are considered Multi-Media Rights of SSP. If Additional Multi-Media Rights are granted to SSP during the Term of this Agreement, the provisions of Section 2.25 will be followed by the Parties.

AGR means SSP's gross collected revenue less the following: (i) agency commissions, (ii) direct sponsor fulfillment costs such as merchandise, promotional elements, out-of-pocket costs of sales; (iii) third party rights fees such as NCAA or NIT related sponsorship fees; (iv) the cost of tickets and/or parking purchased; (v) reasonable collection and/or litigation expenses incurred by SSP in connection with any third party litigation related to SSP's performance under this Agreement, including those incurred in connection with collection efforts against sponsors; and (vi) any other credits, deductions or adjustments provided for under this Agreement or identified as deductions from AGR in a separate writing signed by the Parties.

AGR Hurdle Amounts means the amounts of AGR for the Athletic Years as set forth in Section 4.5 of this Agreement.

Agreement means this Multi-Media Rights Agreement between SSP and University, as the same may be amended or modified from time to time.

Alternative Program Technology means technology for the delivery of Game Programs that may come into existence during the Term of this Agreement.

Applicable Rules means University or NCAA rules, regulations and policies.

APPS means a specialized program using software that can be run on the Internet, on a computer, on a smart phone, tablet or other electronic device.

Arena means SIU Arena.

Assumptions means that at a minimum, the inventory available to SSP for sponsorship and promotional sales is not less than the Base Sponsorship Inventory and all of the rights licensed exclusively to SSP under this Agreement remain licensed exclusively to SSP unimpaired throughout the Term.

At-Event Impact Sponsorships means sponsors for pre-game, time-out, half-time, period and quarter breaks sponsored promotional activities and special game-day on-field, on-court promotions or contests as well as official game sponsorships as more particularly described in Section 2.15.2.

Athletic Department means University's Athletic Department.

Athletic Events means all University intercollegiate athletics activities.

Athletics Facilities means all of University's intercollegiate athletic facilities owned or controlled by University or maintained by the Athletic Department.

Athletic Year means the period of time measured from July 1 through June 30 during the period of the Term.

Base Sponsorship Inventory means the inventory which was available for sponsorship and promotional sales by SSP for the 2017 – 2018 Athletic Year.

Blog Sponsorship means a sponsorship of Game Coverage occurring through an official University-sourced blog.

Campus Vendor means a Person who provides goods or services to University under a Campus Vendor Agreement.

Conference Action means the MVC or University's then NCAA Athletic Conference ("Conference") by agreement(s) with or on behalf of its member institutions including University and one or more Persons that restricts, impairs, eliminates or diminishes any rights which SSP otherwise holds under this Agreement.

Conference Agreement means an agreement entered into by the MVC or University's then Conference on behalf of its members which includes University.

Content means the University Athletic Department's game clips and highlights of Athletic Events as well as live audio of all Athletic Events.

Digital Media Rights means all University official athletic platforms including browser-based websites, mobile web and mobile applications, social media channels such as Facebook, Twitter and Instagram, e-mail and other digital marketing, in-venue digital screens and

platforms and all digital distribution of Content excluding any rights which belong exclusively to the OAS provider under the OAS Contract. The loss, restriction or diminishment of any Digital Media Rights through no fault of SSP shall constitute a Diminishing Event.

Diminishing Event means any event, action, change in circumstances or occurrence described as such in this Agreement which has the effect or is reasonably likely to have the effect of restricting, impairing, diminishing or eliminating or otherwise negatively impacting SSP's Multi-Media Rights that exist at the time of the Diminishing Event. When a Diminishing Event is referred to in this Agreement, the process for determining if a Diminishing Event has occurred may be described in each Section of this Agreement in which the Diminishing Event is mentioned and if not, the following process shall be initiated: SSP shall submit to University a substantiation of the value attributable to the rights which are not available or the rights which are negatively affected by the Diminishing Event along with reasonable substantiation for its calculation whereupon the Parties will meet within thirty (30) days thereafter to discuss SSP's calculation and agree upon the remedy for SSP's restriction, impairment, diminishment or loss of the rights which could include any of the following or a combination thereof: (i) a reduction in the Guaranteed Rights Fee; (ii) granting SSP Additional Multi-Media Rights; (iii) providing SSP with additional tickets at no cost to SSP; (iv) providing SSP with Additional Fulfillment Benefits; (v) increasing the AGR Hurdle Amount and/or reducing the Share Amount; (vi) granting SSP Athletic Rights or additional Athletic Rights or (vii) or any other remedy that the Parties may agree upon. The Parties will continue to meet and negotiate in good faith until a remedy is agreed upon. The effective date of the action taken from the preceding list (or any other remedy agreed upon) will, at a minimum, be for the Athletic Year in which the Diminishing Event occurs or as the Parties otherwise agree. The Parties agree that the remedy agreed upon may remain in effect beyond the Athletic Year in which the Diminishing Event occurs due to the fact that some Diminishing Events can have an effect that lasts beyond the Athletic Year in which it occurs.

Displaced Game shall mean a University scheduled home football game or home men's basketball game that is moved to a neutral location or the visiting team's location as a result of a Force Majeure event or for any other reason beyond the control of SSP.

Donor Contribution means a contribution of money or other valuable consideration made during the term of this Agreement to University or the Athletic Department by a Person which results in

that Person's name being placed on, in or around an Athletic Facility which can be seen or viewed by the general public. For the avoidance of doubt and clarification, a Donor Contribution does not include a contribution to University or the Athletic Department by any Person whose name appears only in the non-public viewing areas of an Athletic Facility such as the basketball coaches' lounge, the weight room or the media room; provided, however, the Person whose name appears in a non-public viewing area may not under any circumstance be granted Multi-Media Rights that have been exclusively granted to SSP under this Agreement or be in conflict with a SSP sponsor who has been granted exclusivity by SSP in a sponsorship category which is competitive to the Person who made the Donor Contribution and if either should occur, a Diminishing Event shall have occurred and the process for a Diminishing Event shall be followed. For the avoidance of doubt and clarification, this definition shall not apply to donor contributions made prior to the Effective Date of this Agreement.

Effective Date means July 1, 2018.

Excluded Categories means those sponsorships, advertisements or promotions of any Persons who market/sell the products described in Schedule A to this Agreement. Except for the Excluded Categories, there are no sponsorship categories which SSP are precluded to sell.

Excluded Sponsors means only the following two sponsors with whom University has contracted: Under Armour ("UA") and Pepsi Beverage Company ("Pepsi"). With respect to UA, its products are athletic apparel and athletic equipment ("UA Products"), with respect to Pepsi, its products are all soft drink beverages, water and energy drinks ("Pepsi Products"). SSP may not sell sponsorships to any Person whose products are competitive with UA Products or Pepsi Products. If, during the Term of this Agreement, UA, Pepsi or the successor entity to each of them with whom University contracts in connection with the same product(s) as the UA Products or the Pepsi Products (each a "University Partner") requires sponsorship inventory controlled by SSP ("SSP Inventory") as part of its agreement with the University, or if at any time during the Term of this Agreement with the University Partner, the University Partner requests SSP Inventory, if the SSP Inventory is available, SSP will provide the SSP Inventory to the University Partner and the value of the SSP Inventory shall be credited against the Guaranteed Rights Fee; provided however, that any such credit shall be reduced by the full value of any compensation or other consideration provided by the University Partner to

SSP in exchange for the SSP Inventory. Nothing in this Agreement shall prevent SSP from upselling sponsorship and promotional inventory to a University Partner. If during the Term of this Agreement, the pouring rights category currently held by Pepsi becomes available by reason of the current Pepsi contracts terminating, and University is successful in negotiating a new contract in the pouring rights category (“New Contract”) and the New Contract includes sponsorship and promotional inventory belonging to SSP (“SSP Inventory”), the Parties will negotiate in good faith to arrive at an upward adjustment to the Guaranteed Rights Fee and the AGR Hurdle Amount taking into account the additional revenue that SSP will receive from the SSP Inventory under the New Contract.

Exclusivity Sponsor means a sponsor of SSP who holds exclusive sponsorship rights within a particular sponsorship category.

Fulfillment Benefits means those benefits, including, but not limited to, tickets and signage, which SSP will provide to an Excluded Sponsor under the agreements which exist as of the Effective Date between University and an Excluded Sponsor. If such agreement is amended or if any future agreements are in effect with Excluded Sponsors that are not otherwise provided for in a Campus-Wide Agreement and require SSP to provide Additional Fulfillment Benefits, then before SSP is required to provide the Additional Fulfillment Benefits, SSP and University will meet to determine if the Additional Benefits are available and if they are available, the Additional Benefit Cost, which when agreed upon, shall be deducted by SSP from the Guaranteed Rights Fee or the Share Amount, as the case may be.

Game Breaks means stoppage in an Athletic Event as a result of half-time, quarter breaks, and game time-outs as well as pre-game and post-game periods of time surrounding an Athletic Event.

Game Coverage means ongoing, regular and real-time official University commercial coverage of University Athletic Events which not only include the game action but also includes Game Break broadcasts.

Guaranteed Rights Fee means the Guaranteed Rights Fee amounts set forth in Section 4.1 of this Agreement.

Hospitality Rights means opportunities for fans to obtain food, drinks and tickets to University Athletic Events through specific designated programs established by SSP.

Limitations means the amount of time during Game Breaks for University Signage which SSP may allot for University Signage so as not to interfere with the use of Game Breaks by SSP for its sponsorships and promotions.

MVC means the Missouri Valley Conference of which University is a member.

Marketing & Sponsorship Agreement means any agreement entered into between SSP and any third party (including any customer, sponsor or advertiser), in which any Multi-Media Rights are granted to such third party and where the term of such agreement extends beyond the Termination Date including any renewal, modification or extension of such agreement regardless of whether such renewal, modification or extension is entered into during or after the Term of this Agreement.

Mobile | Wireless Rights means sponsorships in all forms for mobile | wireless providers, live and archived audio/video subscription-based streaming, live stats, messaging (including, but not limited to, SMS, MMS, Alerts, Contests, Couponing, Polling, Ringtones and wallpaper), mobile websites, mobile Apps and Wi-Fi access/Splash pages.

Multi-Media Rights shall mean those exclusive sales, marketing, promotional and other rights explicitly granted in this Agreement as further described in Section 2.1 through 2.18 inclusive to sponsorship and promotional inventory associated with University's Athletic Events and Athletic Facilities.

NCAA means the National Collegiate Athletic Association, of which University is a member as well as any successor organization of which University is a member.

Naming Marketing Agreement means any agreement entered into after the Effective Date by University granting naming rights to any Person for any part or all of an Athletic Facility.

Network means a television network which includes University.

Neutral Venue means a University Athletic Event played at an athletic venue other than an Athletic Facility or an opponent's home venue.

New Inventory Items means all new inventory installed by University in an Athletic Facility after the Effective Date or a material upgrade in existing inventory which is capable and likely to add value or enhance SSP's then existing inventory. New Inventory Items do not include New Signage. All sponsorship rights for New Inventory Items shall belong exclusively to SSP and sold by SSP with the revenue collected therefrom included in the calculation of AGR.

New Signage means existing permanent signage in the Arena, the Stadium or any other Athletic Facility which is materially upgraded or permanent signage which did not exist on the Effective Date in the Arena, the Stadium or any other Athletic Facility including but not limited to LED or LDP signage or new digital/videoboard displays.

New Technology/Advanced Technology means forms or methods of distributing broadcasts, exhibitory signage and/or delivering Content that were not being used by SSP on the Effective Date. For the avoidance of doubt and clarification, New Technology/Advanced Technology is intended to replace, improve upon or enhance technology which currently is not in use at Athletic Events and/or in Athletic Facilities as of the Effective Date.

OAS means the “Official Athletic Website” of Southern Illinois University-Carbondale Department of Athletics. The domain name for this site is www.siusalukis.com.

Other Sports Programs means printed game-day-type publications for University Athletic Events other than football, men’s and women’s basketball and baseball games.

Other Television Opportunities may include, without limitation, television play-by-play programming at SSP’s expense of live and/or delayed televised broadcasting of men’s basketball games, men’s basketball championship preview shows live from the championship site, football games, football championship and bowl preview shows live from the championship bowl site. The provisions of Section 2.9 of this Agreement will determine whether or not Other Television Opportunities are available to SSP and if they are available, the process for determining whether or not SSP will obtain Other Television Opportunities.

Parking Passes means the ten (10) football and ten (10) men’s basketball game non-reserved parking passes and three (3) football and three (3) men’s basketball reserved lots parking passes, all of which will be provided by University to SSP at no cost to SSP during each Athletic Year of the Term.

Person means an individual, a sole proprietorship, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or any other business entity.

Printed Materials means the following University Athletic Department printed promotional items including but not limited to: team rosters, ticket backs, parking passes, media guides, sponsor IDs, brochures, ticket applications and mailing inserts, ticket envelopes, posters, sports

calendars, trading cards, schedule cards and any other printed items historically produced by University.

Programs shall mean printed game day-type publications for football, men's and women's basketball and baseball games.

Reasonable Efforts means that level of effort that could be expected given market conditions and subject matter under the circumstances to provide a reasonable chance of achieving success.

Saluki Sports Radio Network means the radio stations who are authorized under contracts with SSP to broadcast University Athletic Events including pre-game, half-time and post-game programming.

Satellite Agreement means radio Satellite Rights which are included in an agreement between SiriusXM Satellite Radio and the MVC or any other Person including any amendment thereto.

Satellite Rights means the radio satellite play-by-play broadcast of University football, and men's and women's basketball games as well as the rights to produce any other athletic radio programming including shoulder programming.

Share Amount means 50% of the AGR in excess of the AGR Hurdle Amount set forth in Section 4.5 of this Agreement.

S.I.L. means sponsorships in Athletic Facilities which make use of a University logo.

Specific Sponsorships means retail promotions which make use of a University logo, including, but not limited to, using a University logo in mutually agreed point of sale advertising such as an end cap display at the end of an aisle in a grocery store or a department store, a countertop display, a permanent display or a temporary display in a business establishment.

Stadium means Saluki Stadium.

Station means a radio station or any other media outlet.

Termination Date means the last date this Agreement remains in effect.

Third Party Signage means the signage of a corporate sponsor or other partner of University or a sponsor of the broadcasting Network on and around an Athletic Facility.

Threshold Amount means the Trade Benefits to be provided by SSP to the Athletic Department in the same amount provided to the Athletic Department during the 2017 – 2018 Athletic Year.

Trade Benefits means the goods or services provided to University through SSP in exchange for sponsorship rights.

Unauthorized Ticket Use means the use of tickets to University Athletic Events by a Station for a commercial sponsorship or commercial underwriting of any kind.

University Action means University entering into any Naming Marketing Agreement or similar agreement with a competitor of an Exclusivity Sponsor at an Athletic Facility.

University Apps means athletic-related Apps created by or for SSP using Content.

University Marks and Indicia means the University name, its athletic trademarks, athletic service marks, athletic logos, athletic symbols, college colors and other licensed athletic indicia, all of which may be used during the Term of this Agreement by SSP and its sponsors for the sole and limited purposes specified in this Agreement. The particular University Marks and Indicia are set forth in Schedule B to this Agreement.

University Promotions means University's right during Game Breaks to promote University interests, including but not limited to fundraising efforts, development projects, sports, University events or accomplishments or athletically-related activities but in all cases, excluding any commercial underwriting or commercial sponsorship of any kind.

University Signage means University's use of signage in an Athletic Facility during Game Breaks solely for University Promotions.

Violating Blog means a blog containing Game Coverage, a Blog Sponsorship which violates University or MVC policy.

1.2. **Term of Agreement.** This Agreement is legally binding upon the Parties upon the Effective Date irrespective of the date on which it is fully executed by the Parties. University's grant of rights to SSP under Section 2 of this Agreement shall commence on the Effective Date and continue through June 30, 2028 (the "Term").

1.3. **Mutual Cooperation.** Throughout the Term of this Agreement, it is the Parties' intention to cooperate reasonably to maximize the opportunities that will foster growth in both the amounts and the potential sources of revenue under this Agreement. To that end, the Parties, including the General Manager of SSP and University's Athletic Director (and/or his/her designee) will meet, as they mutually agree is necessary, to discuss the rights and inventory granted to SSP and any unexpected problems arising therefrom to arrive at mutually satisfactory solutions. The General Manager of SSP may be invited to attend scheduled University Athletic Department Senior Staff meetings when such meetings are, in the reasonable opinion of the Athletic Department, either

necessary or relate directly to a relevant current subject matter or concern a substantive matter under this Agreement, including, but not limited to, Additional Multi-Media Rights, Additional Fulfillment Benefits, Additional Inventory, a rivalry series game(s) or a Diminishing Event. In addition, the General Manager of SSP will meet each month with University's Athletic Director or his/her designee at times mutually agreeable to the Parties. University will use reasonable efforts to clearly and concisely define for University's Athletic Department staff (including coaches) the specific roles and responsibilities that are required of them in order to fulfill all of the Athletic Department's obligations to SSP under this Agreement.

2.0 Grant of Rights; University Obligations

University grants to SSP those exclusive rights specifically listed below

2.1 Grant of Exclusive Radio Broadcast Rights; Satellite Rights. Throughout the Term, University grants to SSP the exclusive rights to make or cause to be made live radio (including satellite radio under the terms that are more particularly described below in this Section 2.1, high definition radio, Spanish radio broadcasts, internet streaming and audio podcasts) broadcasts on the Saluki Sports Radio Network of all exhibition, pre-season, regular-season and post-season games for football, men's and women's basketball games, and, at SSP's option: (i) football events such as annual signing day and spring practices; (ii) basketball events such as Midnight Madness; and (iii) any other University inter-collegiate sports. All of such radio broadcast rights shall be exclusive to SSP and shall also include any game or games selected for broadcasting by any local, regional or national radio network. Rights to these specified games are exclusive of all other individual and independent networks except those officially designated as origination stations or networks of radio stations considered by University as part of the radio following the opposing team involved in the game being broadcast. University acknowledges that radio broadcast rights to post-season conference and national tournaments are important to SSP's revenue. SSP's inability to obtain such rights shall constitute a Diminishing Event. If at any time during the Term, either the MVC negotiates a Satellite Agreement which includes University or SSP negotiates a Satellite Agreement on behalf of University with Sirius XM or another Person independent of the MVC, all revenue which University might receive under a Satellite Agreement shall be paid over to SSP by University and included in the calculation of AGR. All sponsorships in connection with SSP's radio broadcast rights are exclusive to SSP and its affiliates on the Saluki Sports Radio Network. For the avoidance of doubt, SSP's radio

broadcast rights include the exclusive world-wide audio account of each University Athletic Event initiated at and from an Athletic Facility, a Neutral Venue or the athletic facility of the University's opposing team and at and from each University's coach's show irrespective of how the audio is thereafter transmitted.

2.2 Radio On-Air Talent. SSP will employ, at its expense, the radio play-by-play and color analyst as well as all other persons required to broadcast University football and men's and women's basketball. SSP will be responsible for all transportation expenses for broadcast personnel (including airfare and/or ground transportation, as the case may be), and SSP will be responsible for all lodging, food and incidental expenses of broadcast personnel except for meals served on a team charter. For radio on-air talent, the Athletic Department will provide SSP, at no cost to SSP, five (5) seats on each football charter and five (5) seats on each men's and women's basketball charter. University shall have approval of all broadcast crew selections at least two (2) months prior to the first broadcast of the games.

2.3 Programming. SSP shall produce, originate, broadcast and distribute the following programming with state-of-the-art equipment:

- A. Football, Men's and Women's Basketball Games and Other Athletic Events. SSP will provide live broadcasts of each regular-season (conference and non-conference), MVC Championship and bowl and other championship games for University varsity football (if University's football team is a participant) which may, at SSP's option, include annual signing day, spring practices and the spring football game, for University men's and women's basketball, each regular season (conference and non-conference), MVC Tournament and other post-season games (if University's men's or women's basketball team is a participant), and at SSP's option, midnight madness, intra-squad and exhibition games. At its option, SSP will also provide radio play-by-play broadcasts of other University Athletic Events. Irrespective of whether SSP broadcasts other Athletic Events, the rights to such broadcasts are retained exclusively by SSP. Each football and men's and women's basketball broadcast shall include pre-game and post-game shows with live or taped, as available, coaches' interviews, in addition to comprehensive description of game action. SSP will pay all costs associated with the operation and production of the Saluki Sports Radio Network except for those transportation costs on team charters for radio on-air talent which are the responsibility of University as set forth in Section 2.2.

- B. Coaches' Radio Shows. Throughout the Term, SSP shall have exclusive right, at its option and its expense, to produce, sell and commercially distribute in each Athletic Year of the Term, a weekly one-hour radio shows featuring the head football coach and a weekly one-hour radio shows featuring the head men's basketball coach to broadcast on the Saluki Sports Radio Network. University will use Reasonable Efforts to make available and provide the services of the head coaches of each such coaches' show. University will pay the compensation, if any, of each coach for such shows. Further, SSP is granted the exclusive rights, at its option, to produce coaches' radio shows for other University intercollegiate sports. University shall require coaches to be in attendance at each show agreed to under such contracts, provided the time commitments undertaken by each such coach is consistent with the coach's primary coaching responsibilities. The coaches' shows may be broadcast with the coach participating by telephone in certain limited pre-arranged instances, or, through an assistant coach under certain limited circumstances. University shall use Reasonable Efforts to provide such head coaches shows live. In this regard, it is agreed that a period of time which is sufficient for the production of a sixty (60) minute weekly radio show will not unduly interfere with a coach's primary responsibility to University. SSP may sell a specific placement of any or all of the coaches' shows at a location to be determined by SSP, such as a local restaurant or other campus or off-campus location and University will make the coach available at such location. Placement of any coaches' shows at a location outside of the Carbondale, Illinois area will require University's approval. It is the Parties' intent that University coaches should not participate in any radio show in a way that could be deemed competitive with the rights granted to SSP hereunder. In the event SSP believes a University coach is regularly participating in a radio show that is competitive with SSP's rights hereunder, SSP will notify University and the Parties will work together to resolve the issue and address SSP's concerns. If SSP elects not to produce a coach's radio show for a particular sport but University wishes to do so, University may, at its sole cost and expense, produce or cause to be produced a coach's radio show but all sponsorship rights for those shows shall belong exclusively to SSP with any collected revenue to be included in the calculation of AGR.
- C. Affiliated Stations. SSP shall use Reasonable Efforts to develop and maintain a network of affiliated stations, which shall be known as Saluki Sports Radio Network, to receive the radio

programs described in this Agreement in order to provide the best possible coverage for the radio programs, throughout the State of Illinois. The network of affiliated stations maintained by SSP shall provide substantially similar coverage to the coverage for the Saluki Sports Radio Network during the 2017 – 2018 Athletic Year; provided, however, SSP shall have the right to terminate affiliation with any station at any time if SSP reasonably determines that it is not economically viable to continue the affiliation. SSP will pay all required fees for the clearance for radio game broadcasts and for football and men's and women's basketball coaches' shows and updates.

2.4 Football and Men's Basketball Coaches' Television Shows. SSP shall have the exclusive right, at its option, to produce a weekly coach's television show for football and for men's basketball. SSP shall have the exclusive right to sell all of the sponsorship inventory in the football and men's basketball coaches' television shows and will pay the talent, production and distribution costs. Compensation of coaches will however be paid by University; provided, however, while it is the preference of SSP that University pay the compensation of the coaches, if, at University's request, any compensation is paid by SSP to a coach, the amount of compensation paid by SSP to a coach shall reduce, on a dollar-for-dollar basis the Guaranteed Rights Fee or the Share Amount, as the case may be. University shall require all coaches to be in attendance at each show agreed to under such contracts, provided the time commitments undertaken by each such coach is consistent with the coach's primary coaching responsibilities. It is the Parties' expectation that a period of time sufficient for the production of a thirty minute weekly coaches' television show generally will not unduly interfere with a coach's primary responsibility to University. SSP may sell a specific placement of any or all of the coaches' television shows at a location to be determined by SSP, such as a local restaurant or other campus or off-campus location, if the format of the television show would accommodate a site location and University will make the coach available at such location. Both Parties will use Reasonable Efforts to give the other Party at least thirty (30) days' advance notice of any change in the location of a show. Placement of any coaches' shows at a location outside of the Carbondale, Illinois metropolitan area will require University's approval, which approval will not be unreasonably withheld. The times for airing the TV coaches' shows shall be mutually agreed upon between the Parties. University shall have approval of the hosts for each coach's television show. If SSP elects not to produce a coach's television show for football or men's basketball or for any other sport but University wishes to do so, University may, at its sole cost and expense, produce or cause

to be produced a coach's television show for those sports but all sponsorship rights for those shows shall belong exclusively to SSP with any collected revenue to be included in the calculation of AGR.

2.5 Athletic Internet Site and Internet Video Streaming and e-Commerce. The OAS will be produced by SSP throughout the Term. Editorial content on the OAS shall however be controlled by University. Subject to the rights of SIDEARM Sports, LLC ("SIDEARM") under the OAS Contract, University hereby grants to SSP the exclusive rights to advertising and All-Access revenue-generating opportunities which now or at any time during the Term may exist on the OAS, including, but not limited to, all rights to sell sponsorships in the form of company logos and messages on OAS audio and visual streaming of sponsorship messages and direct internet access to other websites, the right to make use of social media platforms including University Athletic Department's Facebook, You Tube and Twitter and the right to use and monetize University Athletic Department's Content (the "Minimum Content") which University agrees to supply to SSP at no cost to SSP. The Minimum Content shall be increased to an additional amount allowed by the MVC but may not be reduced. Content supplied by University to SSP shall be up-to-date, relevant and enriched with its focus being to drive more traffic to the OAS. University may use its own Apps for its athletic teams to be used on mobile devices, tablets and computers for recruiting and similar purposes but in no event shall University Apps contain or reference any commercial sponsorships of any kind or be monetized through the sale of advertising unless the advertising revenue derived therefrom is paid over by University to SSP whereupon it will be included in the calculation of AGR. Further, University agrees that it will not supply Content for the Apps to the detriment of the Content to be supplied by University to SSP under this Section 2.5. Unless otherwise prohibited by the OAS Contract or any subsequent hosting agreement or any existing Conference Agreement, SSP may create and monetize SSP Apps using Content. University will supply to SSP, at no cost to SSP, all licenses, rights, clearances, consents and permissions related to Content, photos, music, logos, videos, messaging and the like which may be required under the OAS Contract, any other hosting agreement or for SSP Apps. All resulting advertising and All-Access revenue derived by SSP under this Section 2.5 shall be added into the calculation of AGR. University agrees that SSP may make the term of the OAS Contract with SIDEARM co-terminus with the Term of this Agreement.

2.6 Digital Media Rights. Subject to any Conference Agreement existing on the Effective Date but not thereafter, SSP shall also have throughout the Term, the exclusive right to use, exploit, monetize and retain the revenue from sponsorship and promotional rights associated with

Digital Media Rights with all revenue included in the calculation of AGR. SSP shall have the exclusive right to represent University in all advertising and sponsorship opportunities related to any University Wi-Fi/DAS system and IPTV system installed during the Term in any Athletic Facility as well as determine the provider of such systems if University decides to install such systems.

2.7 Blogs. University grants SSP the exclusive rights throughout the Term to provide Game Coverage and to provide commercial sponsorship or promotion in such “Game Coverage” on a blog or other similar means which features, describes, includes or discusses any University team in action as it occurs provided that the blog adheres to any Applicable Rules. The Parties anticipate that such blog will be made available on University’s OAS. Nothing herein shall prevent University from writing its own blog(s) provided that no University written blog relating to University Athletics may contain any commercial underwriting or commercial sponsorship of any kind. If either University or SSP become aware of any Violating Blog, University will take all reasonable actions to eliminate the Violating Blog.

2.8 New Technology/Advanced Technology. The Parties recognize that from time to time New Technology/Advanced Technology may arise or be created that was not contemplated by the Parties and specifically mentioned in this Agreement or this Agreement. The rights to distributing and delivering Content by or through any form of New Technology/Advanced Technology that is not otherwise included in an existing Conference Agreement including the sponsorship and promotional rights associated with such New Technology/Advanced Technology shall be included as part of the exclusive rights granted to SSP and the revenue from such rights that are granted shall be added to the AGR. During the Term of this Agreement, University may be approached or solicited to grant rights to Persons in connection with its Athletic Events and/or Athletic Facilities that are not in the realm of an Excluded Sponsor Category such as athletic apparel or rights held by the Conference or the NCAA such as televising Athletic Events but instead are rights that currently exist or come into existence during the Term that arise out of the use of New Technology/Advanced Technology, including, but not limited to, virtual reality, 4D television broadcasting and other mediums used to broadcast, display or transmit Content in any manner, any of which are capable of providing exposure or branding of University’s Athletic Events (which for purposes of this Section 2.8, also includes pre-season practices, camps, scrimmages, regular and post-season practices, exhibition games and matches, pre- and post-game/matches, locker room coaches’ talks, press conferences held by coaches or members of the Athletic Department staff, athletic award dinners, banquets, ceremonies, and the

like honoring a past or present athlete, coach or team and athletic outings such as golf events and tournaments) and/or Athletic Facilities (which, for purposes of this Section 2.8 also includes any on or off campus facility at which a University intercollegiate athletic team, player, coach or member of the Athletic Department staff attends) (collectively, the “Athletic Rights”). Unless the Athletic Rights belong to the Conference or the NCAA as of the Effective Date of this Agreement, they shall be exclusive rights of SSP for the remainder of the Term with any revenue collected therefrom included in the calculation of AGR. If University is approached or solicited by any Person with respect to Athletic Rights, it shall refer that Person to SSP. Under no circumstances shall University seek Athletic Rights from any Person other than through SSP.

2.9 Other Television Rights. If Other Television Opportunities become available for University to license to Persons because they are not otherwise restricted by the MVC, the NCAA or a television Network, SSP shall provide University with a written proposal for obtaining the rights to the Other Television Opportunities. The Parties will negotiate with each other in good faith after University’s receipt of SSP’s written proposal with respect to the terms and conditions contained in SSP’s proposal. If the Parties do not enter into an amendment to this Agreement with respect to the Other Television Opportunities or a new agreement, then University shall be free to execute an agreement with any Person for the Other Television Opportunities.

2.10 Appearances and Endorsements by University Coaches. Subject to each coach’s contractual sponsorship obligations, University will use Reasonable Efforts to have its coaches cooperate with SSP should SSP need to obtain an endorsement or appearance at a sponsor function that is beneficial in maximizing the income from the rights granted under this Agreement; nevertheless, except as set forth below, SSP acknowledges that coaches shall not be required to endorse a particular product. In order to provide a coach with adequate notice of his/her appearance, SSP will provide the coach a minimum of four (4) weeks’ notice prior to the scheduled appearance during the football season and a minimum of two (2) weeks’ notice prior to the scheduled appearance outside the football season. While it is SSP’s preference that University coaches do not provide endorsements for any products or services, under no circumstances will University allow its coaches to participate, directly or indirectly, in the endorsement of any products or services that directly compete with the products or services offered by SSP’s University-specific advertisers in their capacity as an employee of the University or to state or imply that such endorsement is one by the University.

2.11 Video/DVD Rights. If SSP and University mutually agree that a season ending highlight video or DVD is warranted for a particular University team, SSP shall, at its expense, produce or cause to be produced and sell and/or cause to be sold, such video or DVD and SSP shall retain all of the net revenue derived therefrom; provided, however, such net revenue shall be considered part of the AGR. Using Content that University will provide, SSP shall also have the exclusive right to produce and sell a video season DVD for football and men's and women's basketball. The collected net revenue from a video/DVD shall be considered part of the AGR. As between the Parties, the editorial content and the packaging layout/design of each such video or DVD must have University's approval, which approval will not be unreasonably withheld, delayed or conditioned. If SSP elects not to produce a highlight video or DVD for a particular team but University wishes to do so, University may, at its sole cost and expense, produce or cause to be produced a highlight video or DVD for that team but all sponsorship and sales rights shall belong exclusively to SSP with any collected revenue, after University is reimbursed for the cost of the video/DVD production, included in the calculation of AGR. All copyright rights related to the content which is included in a video or DVD belong to and are retained exclusively by University.

2.12 Game Program Production and Sponsorship Rights.

2.12.1 Football, Men's and Women's Basketball and Baseball. SSP shall have the exclusive right to sell sponsorship space in football game Programs, men's and women's basketball game programs and baseball game Programs (collectively, the "Game Programs"). The Game Programs will be produced in a form, size and manner mutually agreed upon. The sponsorship revenue collected from Game Programs shall be included in the calculation of AGR.

2.12.2 Matters Relating to Game Programs. The minimum quantity of the Game Programs will be produced at SSP's expense on a per-game basis based on SSP's determination of the demand for the Game Programs and the sponsorship revenue it projects to receive from the Game Programs. University shall be responsible for providing all written content, editing and design thereof that is required for each Program and shall retain all right, title and interest in and to such content. University retains final editorial control of all content in the game day Programs. SSP will provide University with complimentary Game Programs consistent with the historical number of complimentary Game Programs provided during the 2017 – 2018 Athletic Year. Sponsorship revenue from all game day Game Programs shall be

considered as revenue billed and when collected by SSP, included in the calculation of AGR. If requested by either Party, SSP and University will meet annually to discuss issues pertaining to the Game Programs, including the format, and “look” of the Game Programs for the upcoming seasons.

2.12.3 Other Sports Game Programs. SSP shall have the exclusive rights and at its option to print, publish, distribute and sell sponsorship space in Other Sports Programs as well as distribute and/or sell Other Sports Programs for all home games of other sports and those designated as home games although played at a Neutral Venue during its regular season. Irrespective of whether SSP exercises its option, the rights to sell sponsorship space and distribute and sell Other Sports Programs are exclusive rights of SSP and may not be exercised by any Person including University. If SSP elects not to print Other Sports Programs, University may do so at its sole cost and expenses and retain the revenue from any sale of Other Sports Programs, but University may not sell sponsorships in the Other Sports Programs unless the revenue from the sale of sponsorships is paid to SSP and included in AGR and is not a sponsorship of a sponsor whose products or services are competitive with those of an Exclusivity Sponsor.

2.12.4 Alternative Delivery of Game Program Content. The Parties acknowledge that there may likely be another manner of delivering Game Program content and sponsorships through Alternative Program Technology. If Alternative Program Technology comes into existence during the Term of this Agreement, the right to sell sponsorships and derive any other related sources of income from the Alternative Program Technology shall belong exclusively to SSP throughout the Term and SSP, after consultation with University, may eliminate or phase out the use of Game Programs with the Alternative Program Technology. SSP shall be responsible for the costs associated with Alternative Program Technology (the “Costs”) but those Costs shall be subtracted from the revenue collected by SSP from Alternative Program Technology in calculating revenue to be included in AGR. The revenue from Alternative Program Technology less the Costs shall be retained by SSP but when collected shall be included in the calculation of AGR.

2.13 Sponsorship Signage. Throughout the Term, University grants SSP the exclusive rights to sell sponsorships on all the existing as well as all the future permanent signage (electronic,

digital, LED or otherwise) and temporary signage in all Athletic Facilities, including, but not limited to, the Arena and the Stadium.

Subject to University's retained rights, when New Signage is installed in any Athletic Facility, SSP shall have advisory input in value engineering the final design and programming content of the New Signage in order that SSP can better manage the sponsorships which will result from the New Signage. Subject to applicable law, including without limitation the Illinois Procurement Code, University will give consideration to engaging ANC Sports Enterprises, LLC to provide New Signage in an Athletic Facility including it being the ongoing content provider for New Signage but is not required to use ANC Sports Enterprises, LLC.

All of the rights to sponsorships available in connection with New Signage shall be licensed exclusively to SSP throughout the Term; provided, however, if any New Signage is in replacement of signage of an Excluded Sponsor (the "Replaced Signage"), then that Excluded Sponsor shall be entitled to the use of New Signage in lieu of the Replaced Signage so long as the New Signage is of similar size and similar visibility as the Replaced Signage and no greater.

University reserves the rights to utilize game signage (electronic, digital, LED or otherwise) during Game Breaks mutually agreed upon with SSP but consistent with the usage of game signage for Game Breaks during the 2017 – 2018 Athletic Year, but in no event for any commercial underwriting or commercial sponsorship of any kind. University acknowledges and agrees that the primary purpose of Game Breaks, in the context of this Agreement, shall be for the use of sponsors and therefore the Parties shall agree upon reasonable limitations on University Signage. The actual time allotted for sponsorship signage shall be mutually agreed upon between the Parties by April 1st of each Athletic Year of the Term; provided however, that for the 2018-2019 Athletic Year the time for allotted sponsorship signage shall be mutually agreed upon between the Parties on or before August 1, 2018.

2.13.1 Athletic Venue Sponsorship Rights. Subject to the provisions of this Agreement, the specific Athletic Facility exclusive sponsorship rights includes, the following signage, which are all deemed Multi-Media Rights:

Stadium Elements:

- Electronic ribbon-board fascia displays
- Temporary signage for events as approved by University which approval will not be unreasonably withheld, delayed or conditioned

- Videoboard, LED boards and LED signage sponsorship displays and promotions at all events
- Team entry canopy signage
- Public address announcements at Athletic Events
- Press conference backdrops
- Coaches' headsets
- Press conference microphone flags
- Stadium wraps
- Team benches
- Play clock(s)
- Mobile applications and Wi-Fi access/splash pages
- Video board features, promotions, replay swipes, PSAs and billboards
- Cold air balloon signage if and when available
- Sideline equipment crates
- Sideline photographer vests
- Sideline cooling systems
- Sideline employees (e.g., chain crew, managers, etc. clothing and equipment, if available)
- Main scoreboard static panels and digital positions
- Any sideline and end zone sponsorship panels
- Scoreboard tri-vision panels
- Field-level signage and banners
- Message center displays
- Plaza area signage
- Elevator signage
- Exterior Stadium wall signage
- Concourse displays
- Field goal net signage
- Goal Post padding signage
- Static signage adjacent to Game in Progress digital boards
- Entry/exit gates

- Stadium and practice field wide screen
- Coaches' box signage
- Field logos subject to University approval and NCAA and MVC rules
- Digital ribbon board signage
- Television monitors and screens
- Restroom signage
- Concession branding
- Sideline medical tent
- Training staff medical cart
- Subject to the provisions of Section 2.13.5, the sponsorship sales rights for plastic cups, cup holders, souvenir cups, food containers, napkins, plates, wrappers and the like.
- New Signage
- Branding of video board
- Sideline and bench area signage
- Other opportunities as reasonably approved by University

While SSP does not have virtual signage rights during telecasts of University games, in the event the MVC network or any other Network uses virtual signage to prevent SSP's sponsor signage (permanent or temporary) from being viewed by the television audience, such event shall be deemed a Diminishing Event and the process for a Diminishing Event shall be followed.

Arena Elements:

- All digital signage located in or about the Arena including the main scoreboard ad panels, auxiliary boards, and fascia
- Team entry/canopy signage
- Video sponsorship displays
- LED and LDP displays
- Vomitory displays
- Any courtside scorer's table, press row or baseline table sponsorship panels (rotational digital or static)
- Courtside, rotational and permanent signage

- Message center displays if and when available
- Digital video displays, now existing and those which exist in the future
- Public address announcements
- Scoreboard underbelly signage
- Basketball goal post padding subject to applicable requirements, including without limitation Applicable Rules
- Basketball backboard supports subject to Applicable Rules
- Playing surface logos or other graphics and text on the playing surface or the border or apron thereof subject, however, to NCAA rules which could prohibit these elements
- Shot clock sponsorship panels subject to Applicable Rules
- Static or temporary signage opportunities that either currently exist or which SSP may elect to sell in and around concession areas, facility entries/exits, team entries/exits, restrooms, concourses, portal entries/exits into seating areas
- Concourse and lobby displays and tabling
- Temporary or permanent ad displays for special events conducted by the Athletic Department
- End wall permanent and rotational signage
- Temporary signs on apparel, chairs or other moveable objects.
- Banners
- Elevators
- Mezzanine permanent and rotational signage
- Exterior doors
- Lobby areas
- Club and hospitality areas
- Arena seating
- Subject to the provisions of Section 2.13.5, the sponsorship sales rights for plastic souvenir cups, cup holders, plastic cups, food containers, napkins, plates, wrappers and the like
- Blimp signage
- University and opposing team chairback sponsorship

- Courtside LED signage by the scorer's table
- Press conference backdrop
- Press conference microphone flags
- Team bench signage including on the glass, chairbacks and kickplates
- All glass signage subject to University approval
- Other opportunities as reasonably approved by University

While SSP does not have virtual signage rights during telecasts of University games, in the event the MVC network or any other Network uses virtual signage to prevent SSP's sponsor signage (permanent or temporary) from being viewed by the television audience, such event shall be deemed a Diminishing Event and the process for a Diminishing Event shall be followed.

Other Sports Venues:

- Main scoreboard ad panels and rotations
- Temporary signage
- Any sideline and end-line sponsorship panels
- Message center displays
- Field fence panel signage
- Sideline equipment
- Elevators
- Lobby areas
- Temporary or permanent playing surface logo opportunities
- Public address announcements
- University and opposing team dugout and bench signage
- Temporary or permanent playing surface logo opportunities
- Static signage opportunities that either currently exist or which SSP may elect to sell in and around concession areas, facility entries/exits, restrooms, concourses, portal entries/exits into seating areas
- Outfield fence wall signage
- Temporary signage and displays for special events
- Subject to the provisions of Section 2.13.5, plastic souvenir cups, cup holders, plastic cups, food containers, napkins, plates, wrappers and the like

- Press backdrop
- Other opportunities, subject in each case to prior approval by University

With respect to right field in the Charlotte West Stadium, University retains the sponsorship rights for the right field signage but SSP is entitled to one sign on the right field scoreboard.

2.13.2 Existing Message Board, Videoboard Rights, and Public-Address Announcements. Throughout the Term, University grants SSP the exclusive rights to secure sponsors for announcements, messages and videoboard displays on existing public address, scoreboards or videoboards including, but not limited to, out of town scores, trivia, statistics, features, segments, replays, commercial logo branded messages and contests at all Athletic Facilities. University will provide SSP and its sponsors with reasonable production and execution support needed for such announcements and messages at no cost to SSP consistent with the support historically provided by University to SSP during the 2017 – 2018 Athletic Year. For the avoidance of doubt, SSP is responsible for payment of the production of video segments but not for their execution.

2.13.3 Maintenance of Sponsorship Signs, Message Boards and Videoboards. SSP shall be responsible for all costs and expenses relative to any copy or art changes for replacement of existing signs, including, but not limited to, the identification of new sponsors or the upgrade of existing sponsor signs which, for the avoidance of doubt, does not include New Signage. University will be responsible for the maintenance of both the existing and any new permanent signage and equipment, including the videoboards, digital signage, LED signage, rotating signage Reasonable Efforts to ensure that all such signage will be fully functional and operational as needed, and will take commercially reasonable measures to make any necessary repairs. Other than as a result of a force majeure event, if any signage is not fully functional and operational and, as a result, a SSP sponsor's message is not shown in accordance with SSP's agreement with that sponsor and further, if that sponsor is unwilling to accept make-good benefits from SSP for the message not shown which results in SSP having to refund or credit a portion or all of the sponsorship fee ("Credit Amount") to the sponsor, then the Guaranteed Rights Fee or the Share Amount, as the case may be, shall be reduced, dollar for dollar by the Credit Amount.

2.13.4 Temporary Signage at Neutral Venue. University will use Reasonable Efforts to protect SSP's right to sell and/or create temporary signage opportunities at University intercollegiate athletic events which occur at a Neutral Venue, and in particular, if the event at the Neutral Venue displaces a University home game. Any such temporary signage shall be paid for, erected, maintained and operated by SSP at its sole cost and expense with all revenue received by SSP from any temporary signage included in the calculation of AGR.

2.13.5 Sale of Branded Product Multi-Media Rights. Throughout the Term, University grants SSP the exclusive right to sell sponsorships for all branded products in all Athletic Facilities' concessions areas and SSP will work with the concessionaire to develop branded product opportunities. The collected revenue from such sponsorship sales shall be included in the calculation of AGR. University will instruct all concessionaires to discuss exclusively with SSP the purchase of a sponsorship from SSP if the concessionaire wishes to have its name on products (i.e., napkins, wrappers, cups, plates and the like) but to the extent that a concessionaire does not wish to place a sponsorship on such items, then the concessionaire must use such items with no recognition or sponsorship of the concessionaire or any other Person on such items (i.e., plain paper napkin, plain cup, plain sandwich wrappers). For the avoidance of doubt and clarification, nothing in this Section 2.13.5 is intended to restrict a concessionaire from selling a product in a branded format if the name of the company providing the product is the name used to brand the items. For example, the sale of Pepsi in a Pepsi branded cup is permitted but the sale of Pepsi in a cup branded with the name of another sponsor other than Pepsi is not permitted by the concessionaire.

2.13.6 New Inventory Items. Except as otherwise agreed to by the Parties and subject to the limitations specified herein, throughout the Term, all New Inventory Items shall be marketed and sold exclusively by SSP. SSP will retain all revenue generated from the New Inventory Items with the collected revenue included in the calculation of AGR.

2.14 University Naming Rights; Vendor Contracts; Corporate Naming Rights.

2.14.1 University Naming Marketing Agreements. Notwithstanding any other term or condition of this Agreement, University shall not have any limitations under this Agreement with respect to their granting naming rights to any part or all of an Athletic Facility through a Donor Contribution or a Naming Marketing Agreement provided that University grants SSP

the exclusive right to sell any sponsorship inventory that arises out of a Donor Contribution or a Naming Marketing Agreement failing which, any sponsorship or promotional inventory in or about an Athletic Facility granted by University pursuant to a Donor Contribution or a Naming Marketing Agreement shall result in a Diminishing Event whereupon the process for a Diminishing Event shall be followed. If the Donor Contribution or a Naming Marketing Agreement results in a University Action occurring which causes SSP's loss of an Exclusivity Sponsor or it being liable to the Exclusivity Sponsor for breach of contract, a Diminishing Event shall have occurred and the process for a Diminishing Event shall be followed.

2.15 Promotional Items and Events. Throughout the Term, University grants SSP the exclusive rights to the following promotional items and events:

2.15.1 Printed Promotional Item Rights. SSP will have the exclusive right to sell sponsorships in all Athletic Department's Printed Materials, subject to any Applicable Rules. The costs of the Printed Materials shall be borne by University; provided, however, if SSP creates or develops a sponsorship that includes materials other than the Printed Materials, then it shall be responsible for the purchase and cost of those materials. SSP will determine the sponsors and SSP and University will mutually determine the amounts of Printed Materials to be provided. The design for Printed Materials shall be mutually agreed upon by University and SSP. SSP shall have the exclusive sponsorship sales rights for all Printed Materials produced or funded by University and University will, subject to its retained rights, consult with SSP in connection with the sponsor's logo recognition (i.e., size and placement of a sponsor's logo on a schedule poster) to ensure that the sponsorship value of the sponsor is adequately protected and recognized. The editorial content of Printed Materials produced by University shall be the decision of University. SSP shall provide all logo and materials to University in a timely manner in accordance with production schedules provided to SSP. Sponsorship revenue collected from sponsorships sold in Printed Materials shall be included in the calculation of AGR.

2.15.2 Game Sponsorship; Promotional Sponsorship Rights and At-Event Impact Sponsorship Sales. SSP will have, at a minimum, the right to secure sponsors for At-Event Impact Sponsorship Sales. University reserves the right to use, at no cost and expense to SSP, any Game Breaks for University's Promotions. Notwithstanding the foregoing the Parties shall negotiate in good faith regarding the impact from any such activities (such as corporate

recognition for a fundraising event) on SSP's ability to sell and a corresponding make-good of lost rights of inventory may be provided to SSP. In addition, the Limitations shall likewise be applicable to University Promotions. SSP promotional activities may include, but are not limited to, premium item giveaways, fan contests on the field, floor, or in the stands, sponsored entertainment acts, exit product samplings, inflatables, games, temporary or permanent, couponing and free entrance and exit product distribution and product displays. Excluding the 2018 – 2019 Athletic Year, by the 15th day of May for each other Athletic Year, SSP will coordinate and discuss with University an annual game/event promotions sales plan. University will provide SSP with assistance in the sponsorship, promotions and implementation/facilitation as needed during these game-related activities consistent with the assistance provided by University to SSP during the 2017 – 2018 Athletic Year. The following At-Event Impact Sponsorship Sales Inventory will exclusively be available throughout the Term to SSP:

- Product displays
- Exit sampling, couponing and free exit product distribution to fans attending Athletic Events
- Title and/or presenting sponsorships of Athletic Events with the approval of University which approval will not be unreasonably withheld, delayed or conditioned
- Pre-game, post-game, half-time and timeout in-Arena/Stadium, on-court/field promotions, contests, mascot/cheerleader appearances, corporate recognition/presentations, and/or giveaways
- Plastic souvenir cups and concession (food) containers for all Athletic Facilities subject to any applicable requirements, including without limitation Applicable Rules or matters otherwise addressed in this Agreement
- Inflatables/games
- Varsity team tournaments and special events
- Ancillary entertainment opportunities such as half-time shows
- Midnight madness-type events

The revenue collected by SSP by virtue of its rights under this Section 2.15.2 shall be included in the calculation of AGR.

2.15.3 Game Day Hospitality Rights. Throughout the Term, University grants SSP the exclusive rights to manage and sell Hospitality Rights and any revenue collected from Hospitality Rights shall be added to the calculation of AGR. SSP will have the exclusive right to sell the following sponsorships:

- Title Sponsorships
- Game-day title sponsors hospitality
- Stage banners and other signage
- Food vendor and non-alcoholic beverage sales. For the avoidance of doubt and clarification, University will retain the revenue from the sale of food and non-alcoholic beverages but SSP shall have the exclusive right to negotiate and sell sponsorship opportunities with the food and non-alcoholic beverage vendors and retain the revenue therefrom which shall be included in the calculation of AGR.

2.15.4 Fan Festival (Fan Zone) Rights. In addition to those rights described in Section 2.15.2 and 2.15.3, throughout the Term, SSP shall have the exclusive right to sell sponsorships, sponsorship packages (including tickets, meals and beverage vouchers) and corporate involvement for any new or existing interactive fan festival or related activities (“Fan Festival Rights”). Any revenue collected by SSP from such Fan Festival Rights shall be included in the calculation of AGR.

2.15.5 Licensing Opportunities & Retail Promotions. Commensurate with historical broadcast and sponsorship agreements, and subject in all events to University rules and University’s licensing agreements throughout the Term, on a non-exclusive basis, University grants SSP the limited right and license to use University Marks on a royalty-free basis solely in connection with the promotions, sponsorships, Specific Sponsorships, commercial endorsements, or marketing activities expressly covered in this Agreement; provided, however, SSP agrees that the sale or giveaway of University logo-bearing merchandise by SSP is prohibited unless such sales or giveaways occur through a licensed University provider and such provider is required to pay to University royalties at the then applicable premium royalty rate on all sales or giveaways of such merchandise; provided, further, however, prior to such usage in connection with the implementation of partnerships and production of products and sponsorship activities conducted by SSP pursuant to the rights granted by

University to SSP under this Agreement, SSP shall be required to submit in writing or via e-mail to University's Trademark Licensing Director any proposed use for approval, which approval will not be unreasonably withheld or delayed. In addition, University grants to SSP for the Term of this Agreement only, a limited royalty-free license to use the name "Saluki" as part of the name "Saluki Sports Properties" for the sole and limited purpose of accomplishing the objectives outlined in this Agreement. The Guaranteed Rights Fee and the Share Amount are based in part upon SSP's ability to continue to sell specific S.I.L. SSP shall have the right to sell S.I.L. throughout the Term of this Agreement subject to University's or the Trademark Licensing Director's approval of the artwork used in S.I.L. which approval will not be unreasonably withheld or delayed. SSP or its sponsors may be required to pay a royalty when using University Marks in connection with a permitted sponsorship or promotion involving an item on which University Marks appear if the item is given away by SSP or the sponsor as part of a promotion.

SSP and those SSP sponsors of University will have the exclusive right to use tickets in their retail promotions and all their projects which are related to SSP's rights under this Agreement. The Parties agree not to allow the use of athletic event tickets for promotional purposes that specifically compete with SSP's sponsorship sales efforts by all other parties without the approval of University and SSP, not to be unreasonably withheld.

2.16 Rivalry Series. The Parties will cooperate in the development of additional promotional marketing opportunities, including, but not limited to, the right to market and/or create one or more corporate-sponsored rivalry series for specific Athletic Events. The decisions as to whether a rivalry series is to be created and the specific details of any new rivalry series events will require the mutual agreement of the Parties. The rights obtained by University surrounding any rivalry series which is agreed to by the Parties shall be SSP's rights on an exclusive basis, including game sponsorships, print rights and all other promotional items.

2.17 Mobile | Wireless Rights. Throughout the Term, SSP shall have the exclusive right to use, exploit, monetize and retain the revenue from sponsorship and promotional rights associated with Mobile | Wireless rights with all revenue included in the calculation of AGR.

2.18 Merchandising Rights. Throughout the Term, SSP shall have the exclusive rights to use, exploit, monetize and retain the revenue from sponsorship and promotional rights associated with

affinity products and specialty merchandise with the revenue therefrom included in the calculation of AGR.

2.20 Displaced Games. If a Displaced Game should happen during the Term, then a Diminishing Event shall have occurred and the process for a Diminishing Event shall be initiated; provided, however, if the Displaced Game is replayed in the same season with another home game involving the original team, or if SSP retains all of its sponsorship benefits under this Agreement at the Neutral Venue where the Displaced Game is played (each a “Replacement Game”), then there shall not be a Diminishing Event. If there is no Replacement Game and the Displaced Game is a result of anything other than a force majeure event, then any credit properly due a sponsor by SSP or other monetary loss incurred by SSP to a sponsor whose sponsorship benefits are not provided to the sponsor because of the Displaced Game shall be deducted from the Guaranteed Rights Fee or the Share Amount, as the case may be.

2.20 Guaranteed Games. In the event that University does not consistently schedule and play a minimum of five (5) home football games at the Stadium, and fourteen (14) men’s basketball games in the Arena in each Athletic Year, the Parties agree that a Diminishing Event shall have occurred and the process for a Diminishing Event shall be followed.

2.21 Tickets, Parking and Sponsor and SSP Team Charter Travel.

2.21.1 Regular Season Tickets. Throughout each Athletic Year of the Term, University shall provide to SSP, at no cost to SSP, the following tickets: fifty (50) football season tickets, thirty (30) men’s basketball upper bowl season tickets, fifteen (15) men’s basketball lower bowl season tickets and four (4) men’s basketball courtside season tickets. University shall make available to SSP such number of single game tickets to football and men’s basketball games that were available to SSP during the 2017 – 2018 Athletic Year at one-half (1/2) of the group discount price for such tickets.

2.21.2 Parking. Throughout each Athletic Year of the Term, University shall make available to SSP the Parking Passes. University will provide and SSP will pay the cost of parking for SSP’s employees on the campus of the University in close proximity to SSP’s office space.

2.21.3 Post-Season Tickets. During each Athletic Year of the Term, SSP shall have the right to purchase up to 75 men’s basketball MVC Championship tickets (only 50 of the 75 may be lower or club, depending on the location of the MVC men’s basketball tournament),

up to 75 Bowl game tickets, up to 75 football national championship tickets, 75 MVC Football Championship tickets, 75 women's basketball MVC tournament tickets, 75 men's and 75 women's basketball NCAA first- and second-round tickets, 75 NCAA men's and women's basketball regional tickets and 75 men's and women's basketball Final Four tickets contingent upon teams advancing to the respective post-season game or level. The quality of the tickets allocated to SSP will be proportional to the quality of the total tickets made available to the University Athletic Department.

2.21.4. Ticket Restrictions. SSP and its sponsors will have the right to use tickets in their retail promotions and all their projects which are directly related to SSP's rights under this Agreement. The Parties agree not to allow the use of Athletic Event tickets by third parties for promotional purposes that specifically compete with SSP's sponsorship sales efforts ("Restriction") without the approval of SSP. It is understood that University maintains the ability to offer tickets in exchange for the promotion of licensing merchandise on a limited basis, and for marketing incentives to increase attendance (each an "Approved Use"). An Approved Use shall not, however, include the use of tickets in conjunction with a corporate sponsorship or promotion. For example, if station KYRX ("Station") is provided with fifty (50) tickets to a University football game ("Complimentary Tickets") in exchange for Station promoting the game on behalf of University but Station then sells a corporate sponsorship in connection with the Complimentary Tickets, such use of the Complimentary Tickets by the Station is not an Approved Use but Station's offering of the Complimentary Tickets to the first 50 listeners who call into the Station would be an Approved Use. For the avoidance of doubt, tickets provided for an Approved Use shall be subject to an agreement between University and the Station which shall contain language substantially similar to that set forth in Appendix A of this Agreement in order that the tickets are used only for an Approved Use. If despite such Restriction, tickets are not used for an Approved Use and University recovers any revenue received by Station from a Non-Approved Use, University will pay over to SSP any revenue University receives which shall be included in the calculation of AGR.

2.21.5 Sponsor and SSP Team Charter. During each Athletic Year of the Term, University will provide four (4) seats for sponsors of SSP and one seat for a SSP representative on all football and men's basketball charters at no cost to SSP.

2.22 Credentials; SSP Staff Parking and Travel. University will provide SSP at no cost appropriate access credentials and parking, subject to availability, for up to six (6) members of its staff and senior executives on all game days for SSP's staff members and its senior executives ("Base Credential Passes Amounts"). In addition to University providing SSP with the Base Credential Passes Amounts each Athletic Year, University will work to provide SSP, at no cost to SSP, additional credential passes should SSP need additional credential passes for business development or fulfillment of its sponsorship obligations under its Marketing & Sponsorship Agreements.

2.23 Intentionally Omitted.

2.24 Office Space. University shall provide to SSP furnished office space in the Athletic Department at no rental cost to SSP. However, SSP shall be responsible for such out-of-pocket expenses as office supplies, long-distance telephone calls and internet provider service. The office space shall be of a size to accommodate up to three (3) full-time SSP employees and 2 interns and will include telephone and internet hook-up connections. If SSP needs to expand its staff consistent with the ability to carry out its responsibilities under this Agreement, subject to availability, University shall use Reasonable Efforts to provide additional office space in reasonable close proximity to SSP's present office space. SSP shall ensure that its employees who make use of the office space comply with all University rules, including without limitation those with respect to the use of the office space.

2.25 Additional Multi-Media Rights. University recognizes that the development and marketing of Additional Multi-Media Rights for universities with major athletic programs is both dynamic and evolving and that opportunities for Additional Multi-Media Rights may become available during the Term of this Agreement. If during the Term, Additional Multi-Media Rights come into effect either by reason of their development by SSP or by reason of them becoming available at other SSP affiliated entities, it shall notify University of those Additional Multi-Media Rights and provided that such Additional Multi-Media Rights are not prohibited by applicable law, University rules or regulations, existing agreements, MVC rules or regulations or NCAA rules or regulations, then such Additional Multi-Media Rights shall belong exclusively to SSP for the remainder of the Term to the extent permitted by applicable law, University rules and regulations, MVC rules and regulations and NCAA rules and regulations. When Additional Multi-Media Rights become available to SSP, the following procedure shall be followed. An amendment to this Agreement will be signed by University and SSP identifying the specific Additional Multi-Media

Rights granted by University to SSP. To the extent permitted by applicable law, University rules and regulations, existing agreements, MVC rules and regulations and NCAA rules and regulations, SSP will retain all collected revenue generated from the Additional Multi-Media Rights which will be included in the calculation of AGR.

2.26 Commissions Following Termination. University shall pay SSP a Commission equal to forty percent (40%) of the gross revenues collected by or on behalf of University or any Third-Party Rights Holder (as defined below) from any Marketing & Sponsorship Agreements whose term continues after the Termination Date. For example, if the Termination Date is June 30, 2028 and on the Termination Date there are ten (10) Marketing & Sponsorship Agreements in place which have terms that expire on June 30, 2031, and the gross revenues from all such Marketing & Sponsorship Agreements that are collected during the three-year period equals \$200,000 in each of those three years, then University would owe SSP a commission of \$160,000 in each of those three years following the Termination Date (June 30, 2028 – June 30, 2031) for a total of \$480,000. University shall pay such commissions to SSP as and when the gross revenue is collected by or on behalf of University or the Third-Party Rights Holder. On or promptly after the Termination Date, SSP will assign all Marketing & Sponsorship Agreements (other than multi-school Marketing & Sponsorship Agreements) to University or its then athletics multi-media rights holder (“Third Party Rights Holder”). The fact that a Marketing & Sponsorship Agreement is assigned to a Third-Party Rights Holder or University shall not relieve University of its obligation to pay SSP the commissions described in this Section 2.26 nor shall any amendment, restatement or modification of a Marketing & Sponsorship Agreement entered into after the Termination Date relieve University of its obligation to pay SSP the commissions described in this Section 2.26. For the avoidance of doubt and clarification, a termination of an existing Marketing & Sponsorship Agreement during the term of the Marketing & Sponsorship Agreement followed by a new agreement between either University or the Third Party Rights Holder and the same sponsor (or an affiliated company of the same sponsor) set forth in the Marketing & Sponsorship Agreement, shall constitute an amendment to the existing Marketing & Sponsorship Agreement, it shall not relieve University of its obligation to pay SSP a commission under this Section 2.26 and shall not for purposes of this Section 2.26 be considered a new agreement with that sponsor. Notwithstanding the foregoing Section 2.26, no Marketing & Sponsorship Agreement may contain a term that extends beyond the Termination Date of this Agreement or be extended beyond the Termination Date of this Agreement.

3.0 SSP Obligations.

SSP shall exert its best efforts to exploit the rights granted to it hereunder. Without limiting the foregoing, SSP's obligations shall include the following:

3.1 Efficient Operation. Except as otherwise provided in this Agreement, SSP will furnish all labor, management, supplies, and equipment necessary to fulfill its obligations herein; provided, however University will provide non-financial assistance for sponsorship fulfillment and execution (principally, execution of game-day promotions for SSP's sponsors such as on-field, or on-court contests during pre-game, half-time or a time out) at no expense to SSP.

3.2 Permits. SSP will be responsible, financially and otherwise, for obtaining all required permits and licenses to comply with pertinent University rules and policies and municipal, county, state and federal laws, and will assume liability for all applicable taxes such as sales and property taxes but in no event shall SSP be liable for any income tax or unrelated business income tax attributable to University by reason of this Agreement.

3.3 Pricing and Packaging of Inventory. The development of the pricing and the packaging of all sponsorship inventory available to SSP under this Agreement shall be made in the sole and absolute discretion of SSP.

3.4 Successful Performance. Recognizing that successful performance of this Agreement is dependent on mutual cooperation between SSP and University, SSP will meet regularly with University to review SSP's operations pursuant to this Agreement and make necessary adjustments.

4.0 Payments to University.

4.1 Guaranteed Rights Fee. As payment for the rights licensed under this Agreement, SSP will pay University the Guaranteed Rights Fee in such amounts as set forth below. The Guaranteed Rights Fee described below is based upon all of the Assumptions being accurate. If any or all of the Assumptions do not occur, are not accurate or do not remain in effect for the entire Term of this Agreement, then such occurrence shall constitute a Diminishing Event. If the Base Sponsorship Inventory or elements are materially reduced or eliminated, University will either replace inventory or reasonably alleviate those issues specifically identified by SSP in writing associated with such inventory to SSP's reasonable satisfaction, failing which such occurrence shall constitute a Diminishing Event and the process described above for a Diminishing Event relating to the Assumptions shall be initiated for the Base Sponsorship Inventory.

Subject to any adjustments or credits under this Agreement, the Guaranteed Rights Fees for the Term shall be as follows:

<u>Athletic Year</u>	<u>Guaranteed Rights Fee</u>
2018 – 2019	
2019 – 2020	
2020 – 2021	
2021 – 2022	
2022 – 2023	
2023 – 2024	
2024 – 2025	
2025 - 2026	
2026 – 2027	
2027 – 2028	

All Guaranteed Rights Fee payments owed by SSP shall be paid in two (2) installments as follows: 50% on or before December 31 and 50% on or before June 30 of each Athletic Year, with a final settle-up, if any, derived through the Share Amount, to be paid no later than October 31 of each Athletic Year. AGR received or collected after June 30 of an Athletic Year for the previous Athletic Year shall be included in the AGR of the previous Athletic Year if received prior to the October 31 settle-up date (and shall be added to the subsequent Athletic Year if received after the October 31 settle-up date).

4.2 Other Reductions to Guaranteed Rights Fee. Notwithstanding anything contained in this Agreement to the contrary, a Diminishing Event shall be deemed to have occurred and the process for a Diminishing Event shall be initiated if any one or all of the following events occur and thereby reduce SSP’s revenue during the Term of this Agreement:

- A. University’s football or men’s basketball team incurs disciplinary sanctions which prevent the team from appearing in conference championship games or post-season conference tournaments, NCAA or NIT tournaments (basketball) or playoff/championship/bowl games (football); or
- B. The football, men’s basketball or baseball program is eliminated or substantially curtailed; or

- C. The football or men's basketball programs are no longer a member of the MVC or any other comparable conference; or
- D. Should any force majeure event beyond the control of either Party (e.g., acts of terrorism, acts of state or the United States, strikes, labor shortages, epidemics or any natural disaster, including, but not limited to, flood, fire, earthquake, tornado, hurricane or extremely severe weather conditions, drought, loss of power, whether or not resulting from a natural disaster) prevent a University football or men's basketball game being played at its originally scheduled athletic venue (provided, however, the Parties recognize that it is preferred that University reschedule a game at a different date or time in an effort to keep the game as a home game instead of moving the location of the game to the visiting team's home venue or to a neutral venue, and that rescheduling a home game due to a force majeure event will not result in any reduction in the Guaranteed Rights Fee or the Share Amount) unless SSP is contractually required to refund or credit one or more of its sponsors as a result of such force majeure event; or
- E. If as a result of a Conference Action, SSP loses all or a material part of a source of revenue; or, if there is a Material Rule Change or a Conference Change that materially diminishes or restricts SSP's ability to obtain sponsorship agreements or to otherwise exercise any of its licensed rights under this Agreement. SSP agrees that it will provide University with written documentation and statements to describe the impact of the Material Rule Change or Conference Change on SSP's ability to exercise the licensed rights. For purposes of this section, a "Material Rule Change" means (a) a change in Applicable Rules of any governing authority having jurisdiction over University or SSP that materially restricts or impairs SSP's exercise of the rights granted hereunder, (b) a change in applicable constitution, bylaws, regulations or policies of the NCAA or any Athletic Conference in which University is a member that materially diminishes, restricts or impairs SSP's exercise of the rights granted hereunder, (c) a change in any NCAA, MVC or any other conference in which University is a member ("Conference") policies and agreements that materially diminishes, restricts or impairs SSP's exercise any of its rights granted hereunder, (d) a change in policy or practices of University or its Athletic Department related to the licensed rights, including

without limitation any restrictions or limitations on the nature of permissible categories for which SSP may sell sponsorships, that materially diminishes, restricts or impairs SSP's exercise of any of its rights granted hereunder, or (e) other changes caused by actions of University, its employees, or agents that materially restrict or impair SSP's exercise any of its rights granted hereunder. For purposes of this section, a "Conference Change" means a change in University's athletic conference affiliation or a material change in the nature of the Conference, whether because of (i) University's withdrawal or departure from a Conference with which it is a member (ii) the Conference disbands or merges with another conference, or (iii) there are more than two member changes in the Conference's membership within any 24-month period (whether voluntary or involuntary departures or whether additions or contractions) if such change diminishes the economic value being associated with the Conference as compared to the economic value of being associated with the Conference before the Conference Change.

- F. If, during the Term of this Agreement, University's intercollegiate athletic program(s) is the subject of Material Adverse Publicity, which Material Adverse Publicity materially diminishes, restricts or impairs SSP's ability to retain or obtain sponsorship agreements or to otherwise exercise any of its licensed rights, SSP agrees that it will provide University with written documentation and statements to describe the actual impact of the Material Adverse Publicity on SSP's ability to exercise any of its licensed rights. For purposes of this section, "Material Adverse Publicity" means major institutional scandal in the form of reputable and credible television, print media, internet news reports, social media or other public news reporting, after the Effective Date, that arises from and relates to activities, conduct, investigations or situations on campus at University that directly affect University's intercollegiate athletic program(s) and which major institutional scandal is of such a negative or adverse nature that SSP can document that sponsors or potential sponsors considering sponsoring athletics are prompted to discontinue sponsorships or the pursuit of new or replacement sponsorships as a direct result of not wanting to be associated with the Material Adverse Publicity; provided, however, that in the event such Material

Adverse Publicity was substantially caused by any act or omission of SSP or its employees or subcontractors, then this section 4.2F shall not apply.

4.3 Capital Subsidy Payment. [REDACTED]

[REDACTED]

4.4 University Trade Benefits. During each Athletic Year of the Term, SSP will provide University with Trade Benefits up to the Threshold Amount. The cost of any merchandising elements associated with the Trade Benefits shall be the sole responsibility of University and not SSP. If the Athletic Department requests in writing to SSP to receive Trade Benefits in excess of the Threshold Amount in any Athletic Year and SSP is able to provide the additional Trade Benefits, then University will pay SSP a commission equal to 70% of the value of the Trade Benefits in excess of the Threshold Amount (the “Trade Commission”). The Trade Commission shall not be included in the calculation of AGR and shall be credited against the Guaranteed Rights Fee or the Share Amount, as the case may be. SSP reserves the right to substitute alternative inventory to current trade sponsors if those sponsors are otherwise displacing potential cash paying sponsors.

4.5 Share Amount. Subject to any adjustments under this Agreement, in addition to the Guaranteed Rights Fee listed in Section 4.1 above, SSP will pay University the Share Amount of collected AGR that exceeds the AGR Hurdle Amounts set forth below:

<u>Athletic Year</u>	<u>AGR Hurdle Amount</u>
----------------------	--------------------------

2018 – 2019
2019 – 2020
2020 – 2021
2021 – 2022
2022 – 2023
2023 – 2024
2024 – 2025
2025 – 2026
2026 – 2027
2028 – 2029



4.6 ESPN3 and Alternative Distribution Channels. During each Athletic Year of the Term, SSP will pay for ESPN3 production and broadcast costs up to \$15,000.00. SSP will coordinate its efforts with University to obtain cost savings for its ESPN3 production and broadcast costs. University agrees to work with SSP to develop alternative forms of distributing Content and Athletic Events other than through television broadcasts including live streaming, YouTube, Twitter, Facebook Live and other media outlets such as Netflix, Amazon Prime and Hulu (collectively, “Alternative Distribution Channels”). If University and SSP are able to develop Alternative Distribution Channels, this Agreement will be amended to set forth the specific rights and obligations of the Parties including the financial arrangement between University and SSP relating to the Alternative Distribution Channels.

5.0 Miscellaneous.

5.1 Entire Agreement and Amendment. This Agreement, including the Schedules attached hereto, constitutes the entire agreement and understanding of the Parties concerning the Multi-Media Rights licensed to SSP by University and replaces any prior or contemporaneous agreement, including the Existing Agreement, whether written or oral, between them with respect to its subject matter. No further amendments to this Agreement will be effective unless in writing and signed by SSP and by University. Any handwritten changes on the face of this document will be ignored and have no legal effect unless initialed by both Parties by and through their authorized representatives.

5.2 Choice of Law, Jurisdiction, and Venue Selection. This Agreement is entered into in Illinois and shall be governed by and construed in accordance with the substantive law (and not the law of conflicts) of the State of Illinois. The sole and exclusive venue for any action arising out of or in connection of with this Agreement shall be a court of competent jurisdiction sitting within the State of Illinois and each Party agrees that such courts shall have sole and exclusive jurisdiction over all such actions. Notwithstanding the foregoing, the Illinois Court of Claims shall have sole and exclusive jurisdiction of any action against University arising out of or in connection with this Agreement, and that court shall be the sole and exclusive venue for any such action. Each Party waives and all objections to the aforementioned jurisdiction and venue. No term or condition of this Agreement shall be construed as or effect a waiver, in whole or in part, of sovereign immunity.

5.3 Assignment. SSP may not assign any rights or obligations of this Agreement without the prior written approval of University's authorized representative. This Agreement will be binding upon SSP, and its permitted successors and assigns, if any. Any assignment attempted to be made in violation of this Agreement will be void *ab initio*. SSP's limited use of third party vendors to assist or enable SSP to carry out its obligations under this Agreement or to enable SSP to exercise its rights under this Agreement shall not constitute an assignment in whole or in part of this Agreement, and SSP shall remain obligated and responsible for the performance of any such third-party vendors.

5.4 Termination. Either Party may terminate this Agreement for cause upon ninety (90) days written notice if the other Party as follows: (a) if the other Party fails to comply with any material requirement, term, or condition of this Agreement and fails to cure such non-compliance within sixty (60) days following receipt of written notice thereof from the other Party stating with particularity the non-compliance, or (b) becomes insolvent or files for bankruptcy protection. Notwithstanding the foregoing, a longer period to cure may be permitted in the reasonable discretion of the terminating Party if said other Party is diligently pursuing a cure.

5.5 Independent Contractor. SSP will perform its duties hereunder as an independent contractor and not as an employee of University. Neither SSP nor any agent or employee of SSP will be or will be deemed to be an agent or employee of University for any purpose. SSP will pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid to SSP pursuant to this Agreement. SSP and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise from University. SSP will be solely responsible for the acts and omissions of

SSP, its employees and agents. SSP shall provide worker's compensation for all its employees and indemnify, defend and hold harmless University and its shareholders, trustees, officers, employees and agents therefrom.

5.6 Non-Waiver. No waiver by any Party of any default or nonperformance will be deemed a waiver of subsequent default or nonperformance.

5.7 Records. SSP shall establish, maintain, report as needed, and submit upon request records of all transactions conducted under this Agreement. All financial reporting records must be kept consistent with the manner in which SSP's affiliated entities keep their records. In addition, the terms of Section 7.3 of RFP K120117 are incorporated into this section as though fully stated herein. To the extent of any conflict between the provisions of Section 7.3 of University's Request for Proposal (RFP) K120117 and this Section 5.7, the terms and conditions of Section 7.3 of RFP K120117 shall prevail.

5.8 Reporting. SSP and University shall cooperatively identify and agree upon useful reports to be provided by SSP to University and the frequency of providing such reports. Unless mutually agreed upon otherwise, upon University's written request, SSP shall produce an annual sales report that includes a list of advertisers and sponsors, the sponsorship benefits they received and the revenue collected.

5.9 Confidentiality. SSP agrees that any information it receives during the course of its performance, which concerns the personal, financial, or other affairs of University, its trustees, officers, employees, agents, or students will be kept confidential and in conformance with all state and federal laws relating to privacy. No such University data shall be disclosed to any third party without University's express written consent and as authorized by law. University agrees that any information it receives during the course of its performance of this Agreement which concerns the financial affairs of SSP ("SSP Financial Records") will be kept confidential and in conformance with all state and federal laws relating to privacy. University acknowledges and agrees that SSP considers all of the financial terms and conditions contained in this Agreement to be part of the SSP Financial Records, are considered by SSP to be proprietary and confidential and shall remain as such absent a written waiver by SSP. Should any Person make a request to University under Illinois's Freedom of Information Law or any similar law for a copy of this Agreement, University agrees that before

responding to any such request, University shall provide SSP with prior notice so that SSP may take measures permissible by law or court order to protect SSP Financial Records.

5.10 Insurance. At all times during its performance under this Agreement, SSP will obtain and keep in force comprehensive general and professional liability insurance, including coverage for death, bodily or personal injury, property damage, including products liability, libel and slander, media and broadcasting liability and automobile coverages with limits of not less than \$1,000,000 each claim and \$2,000,000 in the aggregate, along with umbrella coverage in the amount of \$5,000,000. All certificates evidencing such insurance (a) will be provided to University on or before the Effective Date; (b) will name (as to the general liability coverages) University, its governing board and its officers and employees as additional insureds; and (c) to the extent allowable by SSP's insurance carrier, will provide for notification to University within at least thirty (30) days prior to expiration or cancellation of such insurance. SSP represents that it will maintain worker's compensation insurance to the extent required by Illinois law. At all times during the Term of this Agreement, University will keep and maintain in-force the coverages and amounts described in this Section 5.10 (with the exception of professional, media, and broadcasting liability coverage) and provide SSP a Certificate evidencing such coverage and will name, SSP, its member, their officers, directors, shareholders, employees and agents as additional insureds.

5.11 Indemnification. SSP agrees to indemnify and hold harmless University, its affiliates and their respective governing boards, trustees, directors, faculty, employees, officers, volunteers, sponsors, and agents, from and against all liability, injuries, claims or damages (including claims of bodily injury or property damage) and loss, including reasonable costs, expenses, and attorneys' fees, which arise from the negligent acts and omissions of SSP, its officers, employees and agents under this Agreement or from SSP's failure to comply with its obligations under this Agreement. For the avoidance of doubt and clarification, nothing in this Section 5.11 with respect to SSP's indemnification is intended to create any liability on the part of SSP for any Unrelated Business Income Tax under the Internal Revenue Code of 1986, as amended. To the extent permitted by Illinois law and not inconsistent with the doctrine of sovereign immunity, University agrees to indemnify and hold harmless SSP, its members, parent companies, employees, officers, directors, sponsors and agents from and against all liability, injuries, claims or damages (including claims of bodily injury or property damage) and loss, including reasonable costs, expenses, and attorneys' fees, which arise from the negligent acts or omissions of University, its officers, employees and agents under this Agreement

or from University's failure to comply with its obligations under this Agreement. Notwithstanding anything to the contrary contained in this Agreement, in no event shall either Party be obligated to indemnify the other Party with respect to (i) any indirect, incidental or consequential damages or for the lost profits, lost revenues of damage to goodwill or reputation or (ii) any claim arising solely from intentional, grossly negligent, reckless or negligent act of the party seeking indemnification. In addition, University's obligation to indemnify hereunder shall be limited in substance by state and federal statutes and constitutional provisions designed to protect the exposure and liability of the University as an instrumentality of the State of Illinois so that University's liability to indemnify and hold harmless hereunder shall not in any case exceed what might have been its liability to a claimant had University been sued directly by the claimant in Illinois and all appropriate defenses had been raised by University; and, provided further, that in no event shall University's obligation to indemnify hereunder exceed the value of the consideration received by University under this Agreement.

5.12 Notices/Administration. Except as otherwise provided in this Agreement, all notices, requests and other communications that a Party is required or elects to deliver will be in writing and delivered personally, or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other Party at its address set forth below or to such other addresses as such Party may designate by notice given pursuant to this section:

If to University:

SOUTHERN ILLINOIS UNIVERSITY

Attn: Athletics Director

Mailcode 6620

Lingle Hall 118

1490 Douglas Drive

Carbondale, IL 62901

With a copy to:

If to SSP:

SALUKI SPORTS PROPERTIES, LLC

c/o Learfield Communications, LLC

Attention: Greg Brown, President and Chief Executive Officer

2400 Dallas Parkway, Suite 500

Plano, TX 75093

E-mail Address: gbrown@learfield.com

With a copy to:

SALUKI SPORTS PROPERTIES, LLC

c/o Learfield Communications, LLC

Attention: John Raleigh, Chief Legal Officer

2400 Dallas Parkway, Suite 500

Plano, TX 75093

E-mail Address: jraleigh@learfield.com

5.13 Severability. If any provision of this Agreement is invalid or unenforceable with respect to any Party, the remainder of this Agreement, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, will not be affected and each provision of the remainder of this Agreement will be valid and be enforceable to the fullest extent permitted by law.

5.14 Survivability. The terms, provisions, representations, and warranties contained in this Agreement that by their sense and context are intended to survive the performance thereof by any of the Parties hereunder will so survive the completion of performance and termination of this Agreement, including the making of any and all payments hereunder. These include record keeping, indemnification and insurance.

5.15 Force Majeure. No Party will be considered to be in default solely as a result of its delay or failure to perform its obligations herein when such delay or failure arises out of causes beyond the reasonable control of the Party. Such causes may include, but are not restricted to, acts of God or the public enemy, including, but not limited to, acts of terrorism, acts of state or the United States in either its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually

severe weather; but in every case, delay or failure to perform must be beyond the reasonable control of and without the fault or negligence of the Party. The provisions of this Section 5.15 shall not, however, release University from any reduction in the Guaranteed Rights Fee or Share Amount owed by SSP as a result of an event described in Section 4.2 D of this Agreement except as set forth therein.

5.16 Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original, and both of which will constitute one Agreement.

5.17 Non-Solicitation. University agrees that during the Term of this Agreement and for a period of eighteen (18) months after its termination, irrespective of the reason for its termination, Athletic Department shall not directly or indirectly, hire or solicit any employee of SSP or encourage any such person to terminate its relationship with any of them unless SSP grants Athletic Department permission to do so. SSP agrees that during the Term of this Agreement and for a period of eighteen (18) months after its termination, irrespective of the reason for its termination, SSP shall not directly or indirectly, hire or solicit any employee of Athletic Department or encourage any such person to terminate its relationship with Athletic Department unless Athletic Department grants its permission to do so. The Parties each acknowledge that a breach of this section shall entitle the other Party to injunctive relief. Notwithstanding the foregoing, nothing in this Section 5.17 shall be interpreted to or shall operate to prohibit a party from hiring any person who responds to a publicly-available job posting of general circulation, and which job posting is not otherwise demonstrably targeted to a particular employee of a Party.

5.18 Headings. The headings of the sections of this Agreement are used for convenience only and do not form a substantive part of this Agreement.

5.19 Injunctions. In addition to any other remedies permitted by law, should either Party violate the terms set forth herein, the non-violating Party may, subject to applicable law, be entitled to injunctive relief against the other to restrain any further violation of these provisions. Should either Party be successful in obtaining permanent injunctive relief under this Section 5.20, the other Party shall pay all reasonable costs and expenses associated therewith, including reasonable attorney's fees.

5.20 University's Representations and Warranties. University represents and warrants to SSP that (a) University has the right to license the rights to SSP as set forth herein (collectively, the "Licensed Rights"); (b) University will not directly or indirectly license in whole or in part the Licensed Rights to a third party or make use of the Licensed Rights for itself; (c) University is authorized to timely carry out and/or fulfill any obligation of University to SSP under this Agreement;

(d) except for any existing agreements with the MVC or the NCAA which were in effect on the Effective Date of this Agreement and other agreements that are set forth on Schedule A to this Agreement, University has not entered into any agreements with any third party which grants exclusive or non-exclusive intercollegiate athletic sponsorship or broadcast rights to any third party; and (e) as of the Effective Date, except for the Excluded Sponsors set forth in Schedule A, there are no sponsors covered by the scope of this Agreement with whom University alone is permitted to contract and throughout the Term there will not be any sponsors covered by the scope of this Agreement or this Agreement with whom University alone contracts. Throughout the Term, University shall not directly or indirectly grant any third party any of the Licensed Rights granted exclusively to SSP under this Agreement. University will use best efforts to assist SSP in protecting the rights licensed to SSP in this Agreement.

5.21 SSP's Representations and Warranties. SSP represents and warrants to University that (a) SSP has the right to license the Licensed Rights from University as set forth herein; (b) SSP is authorized to timely carry out and/or fulfill any obligation of SSP to University under this Agreement; (c) the performance of this Agreement, by SSP does not require the consent of any third party and does not violate, conflict with, result in a breach of, or constitute a default under any applicable law, judgment, order, injunction, decree, rule or regulation of any government agency or body, and (d) SSP shall exert its best efforts to exploit the Licensed Rights granted to it hereunder.

5.22 Disclaimer of Other Representations and Warranties. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PARTIES MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5.23 University Marks and Indicia. The Parties agree that, as between them, University owns all University Marks and Indicia. The ownership of University Marks and Indicia which results from activities associated with this Agreement, will remain with University. Each Party shall retain ownership of any of its patents, copyrights, trademarks, proprietary information or intellectual property developed prior to the Effective Date of this Agreement. University shall also retain ownership of any patents, copyrights, trademarks or intellectual property developed by University after the Effective Date of this Agreement (collectively, the "Additional IP"); SSP hereby agrees to assign or have assigned any rights necessary to effect the foregoing provision.

SSP agrees that the broadcast and sponsorship intellectual property rights defined herein shall belong to University. University will maintain all right, title, and ownership in University Marks and Indicia, and SSP acknowledges and agrees that any goodwill derived from use of the University Marks and Indicia hereunder shall inure solely to the benefit of University and that SSP will take no steps to challenge or undermine University ownership of the University Marks and Indicia. Upon dissolution, termination or expiration of this Agreement, all use of the University Marks and Indicia by SSP including the right to use the name “Saluki Sports Properties” shall cease, and SSP’s rights to the University Marks and Indicia and Licensed Rights shall terminate.

5.26 Protection of SSP’s Right to Use University Marks and Indicia and Additional IP. The University acknowledges and agrees that except for the category of the Excluded Sponsors, University shall not grant University Marks and Indicia or Additional IP (collectively, “IP Rights”) to any Person in a sponsorship category that may only be sold by SSP. For example, SSP holds the exclusive sponsorship, marketing and promotional rights in the healthcare category. University may not therefore grant IP Rights to any Person who, for example, wishes to sponsor, sell, promote or market “Official Healthcare Partner of Saluki Athletics” whether through any type of packaging on products or otherwise. Likewise, University shall not grant the MVC directly or grant through any contractual arrangement with other member institutions of the MVC IP Rights in any sponsorship category that may only be sold exclusively by SSP under this Agreement. If and when a sponsorship category that SSP is authorized to sell under this Agreement expands (each an “Expanded Category”), all IP Rights in connection with each such Expanded Category may be exercised by SSP on an exclusive basis.

5.25 Consents. Whenever consent or approval is required, unless otherwise provided herein, the consent or approval shall not be unreasonably withheld, delayed or conditioned.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, SSP and University have entered into this Agreement as of the date specified above.

**SOUTHERN ILLINOIS UNIVERSITY -
CARBONDALE**


By: _____

Printed Name: CARLO MONEMAGNO

Title: Chancellor, Southern Illinois University
Carbondale

SALUKI SPORTS PROPERTIES, LLC

By: Learfield Communications, LLC,
Its Sole Member

By:  _____

Printed Name: GREG BROWN

Title: President and Chief Executive Officer

:

IN WITNESS WHEREOF, SSP and University have entered into this Agreement as of the date specified above.

**SOUTHERN ILLINOIS UNIVERSITY -
CARBONDALE**

By: 

Printed Name: CARLO MONTEMAGNO

Title: Chancellor, Southern Illinois University
Carbondale

SALUKI SPORTS PROPERTIES, LLC

By: Learfield Communications, LLC,
Its Sole Member

By: _____

Printed Name: GREG BROWN

Title: President and Chief Executive Officer

:

SIU
APPROVED
AS TO
LEGAL FORM

12 JUNE 2018

IN WITNESS WHEREOF, SSP and University have entered into this Agreement as of the date specified above.

**SOUTHERN ILLINOIS UNIVERSITY -
CARBONDALE**


By: _____

Printed Name: CARLO MONEMAGNO

Title: Chancellor, Southern Illinois University
Carbondale

SALUKI SPORTS PROPERTIES, LLC

By: Learfield Communications, LLC,
Its Sole Member

By:  _____

Printed Name: GREG BROWN

Title: President and Chief Executive Officer

:

SCHEDULE A

EXCLUDED CATEGORIES

SSP shall not sell any sponsorship, advertising or promotion to any companies which market/sell the following types of products:

- Alcohol-related products (unless such use is in connection with a University approved sponsorship agreement)
- Tobacco-related products
- Illegal drug-related products
- Sexually suggestive products

SCHEDULE B
UNIVERSITY TRADEMARKS AND INDICIA

APPENDIX A

LANGUAGE FOR INSERTION INTO TICKET AGREEMENT

All tickets being provided by University to Station under this Agreement may only be used by Station for the purpose of promoting the game to which the tickets apply on behalf of University and may not under any circumstances be used in whole or in part by Station for any commercial sponsorship or commercial underwriting of any kind (“Unauthorized Ticket Use”). If Station makes use of any tickets provided by University for any Unauthorized Ticket Use, then upon notification, Station will agree to discontinue such activity. If the Unauthorized Ticket Use is not discontinued, then Station and University will negotiate an acceptable remedy, which may include reimbursing University for the cost of the tickets or the value associated with the Unauthorized Ticket Use. For clarification, a Station may offer tickets to the first 50 callers to Station as part of an unsponsored Station contest.

Exhibit D
Marketing Portfolio

NAMING-RIGHT LOGOS



NAMING-RIGHT LOGOS



SIU MARQUEE



SIU EXTERIOR



ARENA – LANDSCAPE REMOVAL



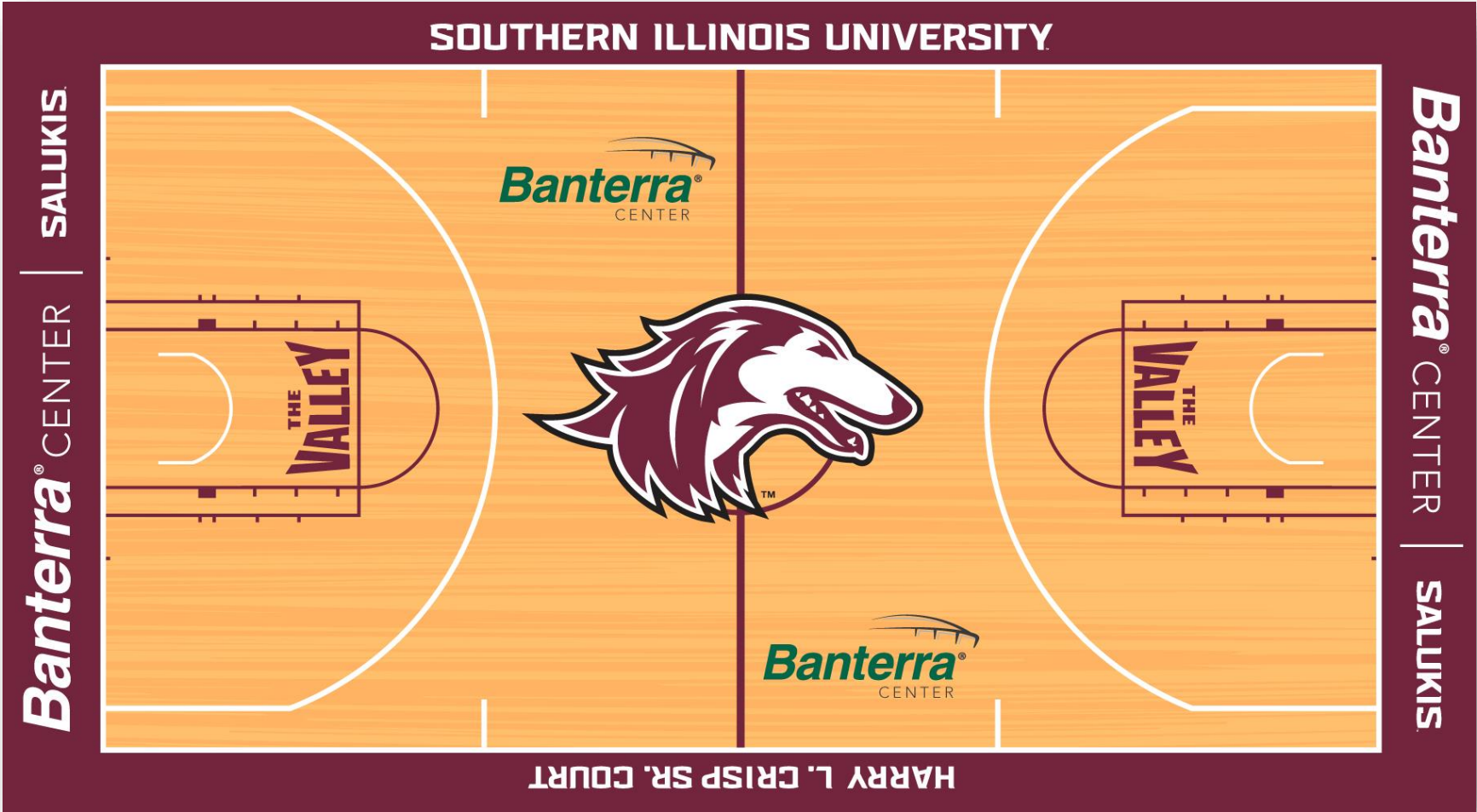
ARENA – ENTRANCE



CENTER SCOREBOARD



GYM FLOOR



WEST ENTRANCE

