

AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of June, 2010, by and between the Board of Trustees of Northern Illinois University, hereinafter referred to as the "Host Institution," and the University of Wisconsin, hereinafter referred to as the "Visiting Institution," witnesseth:

WHEREAS, the Host Institution seeks to schedule a varsity football contest with the Visiting Institution, and

WHEREAS, the Visiting Institution desires to participate in said contest,

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. The parties hereto shall participate in a varsity football contest on the 17th day of September, 2011, at Soldier Field in Chicago, Illinois, at a time to be determined, hereinafter referred to as the "Event." The Host Institution shall be the home team, and the Visiting Institution shall be the visiting team. The Host Institution shall contract with the operator of Soldier Field, SMG, a Pennsylvania general partnership, for the use of Soldier Field, and this agreement shall be effective only upon execution of that agreement and shall be subject to the terms and conditions of that contract.
2. The Host Institution agrees to pay the Visiting Institution the fixed sum of one million dollars (\$1,000,000), as full and complete compensation for participating in the Event. Payment will be made within thirty (30) days of the date of the Event.
3. Each party hereto shall be governed by the rules of the National Collegiate Athletic Association, the conference to which it belongs and its own institutional eligibility rules. The Event shall be played in accordance with the rules of the Mid-American Conference.
4. Officials for the Event shall be from, and assigned by, the Big Ten Conference. Fees and expenses for the officials shall be the sole responsibility of the Big Ten Conference. The Host Institution shall provide and be responsible for expenses of the chain crew and the public address announcer.
5. Receipts from the sale of concessions including the sale of alcoholic beverages, programs, souvenirs, parking and suite and club seat rentals within Soldier Field shall be belong exclusively to SMG. The parties shall negotiate with SMG regarding the sale of university merchandise.
6. Sponsorship arrangements shall be determined by the Host Institution. The parties mutually shall determine whether any Event clothing shall be made available for sale, through SMG controlled outlets within the stadium and on the grounds.
7. The parties shall negotiate with SMG regarding field markings including the team names and logos in the end zones and any sponsorship designation on the field.

8. Radio rights and any post-game event or show featuring taped replay of the Event, in whole or in part, shall belong solely to the Host Institution. The Visiting Institution shall be entitled to carry a live broadcast of the Event in its immediate home media market. The Host Institution shall assure that reasonably adequate facilities for such radio origination are available.

9. Television rights shall be the property of the Host Institution.

10. The Host Institution shall contract with Ticketmaster for ticket services. Ticketmaster shall work directly with each party regarding the sale of tickets. The Visiting Institution will receive 12,500 game tickets (with 10,000 for sale to the general public and 2,500 to students) from SMG through Ticketmaster. Student tickets shall be made available at a discounted price of at least 40% off the general ticket price. The Visiting Institution will have the option to request more tickets if they are inclined to after the sale of the above 12,500. The Visiting Institution will be required to return any unsold tickets to Ticketmaster no later than three (3) Mondays preceding the game. Placement of all tickets will be at the discretion of the Host Institution. Ticket prices will be determined by the Host Institution no later than the last day of January preceding the playing of the contest. Each party shall pay for complimentary tickets for its respective staffs. The ticket manifest shall not include complimentary tickets for coaches, players and the band members or complimentary tickets provided to SMG.

11. The Visiting Institution will receive two complimentary suites from the Host Institution for use of their Director of Athletics and their President/Chancellor. Food and beverage for these suites will be the responsibility of the Visiting Institution.

12. Complimentary seating shall be available for the bands of each party. The Host Institution's band shall sit in section 151, and the Visiting Institution's band shall sit in sections 122 and 123. The bands shall split the pre-game and half-time shows.

13. Each Institution will receive 300 complimentary tickets for player/guest use.

14. The Host Institution shall use the northeast locker room (wooden lockers), and the Visiting Institution shall use the southeast locker room (metal lockers). The home team shall use the west sideline and the visiting team shall use the east sideline. Each team shall be allotted up to a maximum of 60 sideline passes but agree to use only those necessary for working personnel on the sidelines.

15. Each party shall be allotted 100 free parking spaces in the north parking lot in exchange for 200 complimentary tickets to the Event given to SMG.

16. The parties shall work together to determine the usage of function spaces in and around Soldier Field for pre-game and post-game activities and shall contract separately with SMG for this space utilization.

17. It is understood by the parties hereto that should either party be unable to perform the terms and conditions of this agreement due to acts of God and nature, strikes, war or other unusual occurrence beyond the control of that party, which makes it desirable or necessary to cancel all or any portion of this agreement, said party shall immediately indicate in writing the necessity to cancel the contract or a portion thereof and the agreement to that extent shall be

anceled. Any of the expenses or obligations incurred by either party in connection with its performance hereunder prior to said cancellation shall be borne by the party incurring said expense.

18. With the exception of the exigencies set forth in paragraph 17 above, the parties hereto recognize and understand that the unilateral decision of one party to cancel this agreement or any portion thereof would cause the other party significant damage, both financial and otherwise, and agree that such a breach shall entitle the non-breaching party to liquidated damages in the sum of \$1,000,000. The parties hereto agree that it is difficult to predict attendance and revenues for any event, so this amount shall represent liquidated damages payable to the non-breaching party and shall be the sole remedy available to said non-breaching party.

19. As required by Illinois statutes, the Visiting Institution shall maintain, for a minimum of three (3) years after the date of final payment or the completion of this agreement, whichever is later, such books and records relating to its performance of this agreement which are necessary to support the amounts paid by Northern Illinois University under this agreement; all books and records required to be maintained hereunder shall be available for review and audit by the Illinois Auditor General and Northern Illinois University; and the Visiting Institution shall cooperate fully with any such audit. Failure to maintain the books and records required by this paragraph shall establish a presumption in favor of Northern Illinois University for the recovery of any funds paid by Northern Illinois University hereunder for which the books and records are not available.

20. As required by Illinois statutes, this agreement is subject to termination and cancellation without penalty in any year in which the Illinois General Assembly fails to make an appropriation to make payments, if any, under the terms hereof.

21. The persons executing this agreement on behalf of the respective parties hereby warrant that they are duly authorized and empowered to execute this agreement on behalf of said parties.

22. This agreement is entered into in and shall be subject to the laws of the State of Illinois.