BAYLOR UNIVERSITY MEN'S BASKETBALL AGREEMENT

NOTE: THIS CONTRACT IS NOT EFFECTIVE UNTIL AFTER IT HAS BEEN SIGNED BY AN AUTHORIZED REPRESENTATIVE OF WICHITA STATE UNIVERSITY, RETURNED TO BAYLOR UNIVERSITY, AND EXECUTED BY BAYLOR UNIVERSITY. BAYLOR UNIVERSITY REQUESTS THAT THE SIGNED DOCUMENT BE RETURNED AND RECEIVED BY BAYLOR UNIVERSITY NO LATER THAN May 1, 2017.

This agreement entered into the 6th day of April, 2017 by and between BAYLOR UNIVERSITY and WICHITA STATE UNIVERSITY, shall confirm the arrangements made to cause their varsity teams to play a men's basketball game in accordance with the terms of this agreement. The game(s) shall be held as set forth below:

<table>
<thead>
<tr>
<th>DATE</th>
<th>PLACE</th>
<th>TIME</th>
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<tbody>
<tr>
<td>Dec 2, 2017</td>
<td>Baylor University, Ferrell Center</td>
<td>TBA</td>
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<tr>
<td>Dec 1, 2018</td>
<td>Wichita State University, Charles Koch Arena</td>
<td>TBA</td>
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1. **Rules for the Contest:**
   Each contest shall be governed by the rules of the National Collegiate Athletic Association ("NCAA") and specifically the NCAA Men's Basketball Rules Committee as in effect at the time of the contest.

2. **Eligibility of Team and Team Members:**
   The eligibility of the players to participate in said game shall be determined by the rules and regulations of its own organization, conference, institution and the NCAA. Each team must have status under NCAA rules and regulations at the time the games are played.

3. **Officials:**
   The officials of the contest shall be assigned by the HOME TEAM'S Conference unless otherwise mutually agreed.

4. **Financial Considerations:**
   None

5. **Allocation of Tickets:**
   a. The VISITING TEAM shall be allotted 50 complimentary tickets. Additional ticket may be made available for purchase by the VISITING TEAM upon request in quantities to be mutually determined.

   b. Because of the courtside seating configuration in the Ferrell Special Events Center, no visiting team cheerleaders, mascots or pep bands will be permitted.
6. Radio Rights:
   a. The HOME TEAM shall retain the revenue from and have full control of all radio rights to broadcast the game. Games requested for distribution by a national radio network/syndicator are subject to approval by the HOME TEAM/CONFERENCE.

   b. Notwithstanding the foregoing, the VISITING TEAM shall be allowed one outlet for a live commercial radio broadcast for which it shall retain the revenue from such broadcast, and one student non-commercial radio broadcast. All other broadcast rights and privileges and receipts there from shall belong exclusively to the HOME TEAM.

7. Television & Video:
   a. NATIONAL BROADCAST NETWORKS: If the game is to be televised on a national or regional basis by any one of the National Broadcast Network (CBS, NBC, ABC, FOX, etc. or national syndication), each team/conference is responsible for negotiating its own fee with such network. The game shall not be televised on National Broadcast Network television without the express consent of both teams. The prior existing agreement, if any, with the HOME TEAM/CONFERENCE with any one of these networks will determine which network shall have the first choice to televise the game.

   b. NATIONAL CABLE NETWORKS: If the game is to be televised on a national or regional basis by any one of the National Cable Network (ESPN, ESPNU, TBS, USA, FOX, Fox Sports Net, FXCable, etc.), the prior existing agreement, if any, with the HOME TEAM/CONFERENCE with any one of these networks will determine which network shall have the first choice to televise the game. The HOME TEAM/CONFERENCE shall have all rights and retain all fees from a National Cable Network telecast. The VISITING TEAM in a National Cable Network telecast shall have no rights to fees and receive no fees, but must agree to participate in the telecast.

   c. NATIONAL DIGITAL CABLE NETWORKS SATELLITE PROGRAM DISTRIBUTORS: For less widely distributed digital cable networks like CSTV, ESPNU and FCS and satellite program distributors like Direct TV and Dish Network, the VISITING TEAM should retain its local rights in its market if there is minimal penetration.

   d. HOME TEAM/VISITING TEAM/REGIONAL SYNDICATION & LOCAL MARKETS: If a game is not televised on a National Broadcast Network or National Cable Network, the following applies. The HOME TEAM/CONFERENCE controls all regional and local television rights and the fee it shall receive for those markets and for all other non-local television markets EXCEPT the local market of the VISITING TEAM. The VISITING TEAM controls all television rights in its local market, shall determine who televises the game in its local market, and the fee it shall receive for its local market. If the two teams share the same market or local regional sports network, the HOME TEAM shall exclusively control all the TV rights.
e. **LOCAL MARKET FEES:** Each team negotiates separately for, and retains, all television rights fees for its own local market if the game is not on a National Broadcast Network or National Cable Network, per Section d above. If the game is not televised on a National Broadcast Network or National Cable Network, and both teams wish to have the game televised in their respective local television markets, both teams shall work together to have their respective non-network telecasters share all production feeds. The primary production positions belong to the HOME TEAM whether it is a side-by-side production, split feed, or shared feed.

f. **VISITING TEAM LOCAL MARKET TELECAST ONLY:** If the HOME TEAM/CONFERENCE chooses not to televise the game, but the VISITING TEAM elects to televise it live back to its own local market, it must notify the HOME TEAM/CONFERENCE in writing at least three months prior to the date of the game and the following guidelines must be followed. The VISITING TEAM broadcaster must pay for all production costs and arrange with the HOME TEAM for appropriate press, camera, and mobile unit locations. The telecast is not permitted to air at a time or in a market that violates the HOME TEAM/CONFERENCE’s contractual exclusivities with its network partners. If the live broadcast appears in any form within a 50 mile radius of the HOME TEAM’s market, the VISITING TEAM shall pay a fee of $25,000 to the HOME TEAM. The HOME TEAM will consider a change request, but is not required to change the timeout format or a start time to accommodate such a request by the VISITING TEAM in order to comply with exclusivity provisions. The HOME TEAM agrees to provide reasonable facilities and production accommodations for the origination of programs described herein.

g. **INTERNET RIGHTS:** The HOME TEAM retains the exclusive right to distribute any game via an Internet webcast.

h. **DELAYED TELECASTS:** The HOME TEAM/CONFERENCE rights to a delayed telecast are subject to the provisions of its contracts with its network partners. A VISITING TEAM’s delayed rights also are subject to the exclusivity provisions of the HOME TEAM’s contracts with its network partners. Each team, whether the home or visiting, retains any rights fee for its own delayed telecast. Similar production provisions apply as in the above paragraphs that pertain to “split feeds” or visiting markets only live telecasts.

i. Each party shall be solely responsible for payment of any assessments due its own conference or other governing body.

j. Each party shall have the right to produce films and/or video tapes of the game for use in a coach’s show subject to compliance with rules governing delayed television broadcast by an agency of which either or both institutions are members. Each party may retain all income it may receive from such opportunities.
8. **Impossibility:**
If an unforeseen catastrophe or disaster makes impossible the playing of any contest by either party, that contest shall be canceled, and neither party shall be responsible to the other for any loss or damage. Cancellation of a contest under this paragraph shall not be deemed a breach of the contract. Notice of such a catastrophe or disaster shall be given as soon as possible. In the event the game is one of a series of games between HOME TEAM and VISITING TEAM, one or more of which have already been played, the parties agree to act reasonably in an attempt to reschedule the canceled contest.

9. **Damages:**
   a. If this agreement is breached by the VISITING TEAM and no contest occurs between the HOME TEAM and VISITING TEAM, then the VISITING TEAM shall pay to the HOME TEAM:

   1) expenses incurred by the HOME TEAM, if any, in preparing for the event. This shall include actual expenditures before the breach, and liabilities accrued before the breach which cannot be avoided after the breach and,

   2) a liquidated sum of $100,000 per game. The parties agree that it is difficult to predict attendance and revenues for any event so that this sum shall represent reasonable liquidated damages for the HOME TEAM’s loss of revenue.

   b. If this agreement is breached by the HOME TEAM, and no contest occurs between the HOME and VISITING TEAM, then the HOME TEAM shall pay the VISITING TEAM a liquidated sum of $100,000 per game. The parties agree that it is difficult to predict attendance and revenues for any event so that this sum shall represent reasonable liquidated damages for the VISITING TEAM’s loss of revenue.

10. **Settlement:**
Payment due under this agreement shall be made in 30 days following the contest.

11. **Integration:**
This contract is the total agreement between the two parties. Any modifications must be in writing signed by both parties.
PLEASE RETURN THIS COPY TO:

Mack Rhoades
Director of Athletics
Baylor University
1500 South University Parks Drive
Waco, TX 76706