BASKETBALL GAME AGREEMENT

This agreement is between The University of Oklahoma (OKLAHOMA), a member institution of the Big Twelve Conference, and Wichita State University (WICHITA STATE), a member of the American Athletic Conference. For and in consideration of the mutual promises and covenants set forth herein, the aforesaid parties agree as follows:

I. PURPOSE

The purpose of this Agreement is to confirm the arrangements made for holding an athletic contest between OKLAHOMA and WICHITA STATE.

II. EVENT

OKLAHOMA and WICHITA STATE hereby agree that their varsity men’s basketball teams will meet on the following dates in the city and facility indicated and compete against each other in the sport of basketball.

<table>
<thead>
<tr>
<th>DATE</th>
<th>LOCATION</th>
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<tbody>
<tr>
<td>December 8, 2018</td>
<td>Chesapeake Arena</td>
</tr>
<tr>
<td>Time TBD</td>
<td>Oklahoma City, OK</td>
</tr>
<tr>
<td>December 2019</td>
<td>Intrust Bank Arena</td>
</tr>
<tr>
<td>Date/Time TBD</td>
<td>Wichita, KS</td>
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III. ELIGIBILITY AND RULES

The eligibility of all players who are to participate on such date shall be determined by the rules and regulations of the respective conferences/institutions and the National Collegiate Athletic
Association (NCAA). The contest shall be governed by the rules of the NCAA as in effect at the
time of the contest.

IV. OFFICIALS

Officials will be assigned by the conference office of the visiting team in consultation with
the conference office of the home team. Officials will be common to both the Big 12 and The
American Athletic Conference and the visiting team will pay the fee. Officials will have worked
the NCAA tournament in the last 2 years.

V. COMPENSATION

The rights to an income derived from all associated game activities including, without
limitation, concessions, programs, souvenirs, soft goods, parking, etc. shall belong to the HOME
TEAM.

VI. DAMAGES

If this Agreement is breached by either party for failure to appear and participate in the
game provided for in this Agreement and no contest with a team of similar statute is scheduled to
replace one canceled because of the breach, the breaching party shall pay to the non-breaching party
liquidated damages in the amount of Ninety Thousand Dollars ($90,000). The parties agree that it is
difficult to predict attendance, revenues, costs and expenditures for any event, so this sum
reasonably represents the damages caused as a result of the failure to appear.

Neither party shall be considered in default of this Agreement for failure of its basketball
team to appear and participate in the above game for reasons due to acts of God, national disaster,
national emergency, labor disputes, or orders of a state or federal court or authority, or prohibitory
or injunctive orders of any competent judicial authority, government authority, governing
association or body of which both parties are members, or other similar events beyond the control of either party.

VII. RADIO

Contracting for the sale of radio broadcasting rights shall be the right of the HOME TEAM and the HOME TEAM shall receive all receipts that accrue therefrom. Notwithstanding the foregoing, however, the VISITING TEAM shall have the right to designate a single radio station or radio network to carry a live broadcast of the games played pursuant to this agreement without incurring an obligation to pay rights fees to the HOME TEAM. The VISITING TEAM may retain revenues from its own broadcast permitted under this Paragraph. A single station or radio network may be designated pursuant to this Paragraph only if it and all of the stations within the networks are carrying fifty percent (50%) or more of the varsity men’s basketball games being played by the VISITING TEAM during the season in which the game is to be played. A radio network, for the purpose of this Agreement, is defined as an alignment of one or more radio stations. Neither institution shall grant or permit its licensees or rights holders to grant play-by-play broadcast rights for any of the aforementioned games to an entity which does not normally broadcast fifty percent (50%) or more if its varsity men’s basketball games during the regular season. Notwithstanding any of the foregoing, however, the VISITING TEAM, in its discretion, shall have the right to allow a student operated radio station affiliated with the VISITING TEAM to broadcast within its customary broadcast area any games played pursuant to this Agreement.

VIII. TELEVISION

All live television or other video broadcasts of the games under this Agreement by any and all forms of transmission or distribution that now exists or may be developed in the
future and any related revenue shall be subject to the terms and conditions of any and all NCAA rules, and/or other association, conference, or governing body rules, regulations, and agreements for telecast rights to contests under this Agreement.

a. The parties acknowledge and agree that all television rights for games played pursuant to this agreement are subject in all respects to television agreements entered into by their respective institutions and/or Conferences on behalf of their membership.

b. The parties acknowledge that their Conferences may have entered into cross-over television agreements clarifying that the television rights to home games of a Conference's member institution are available for selection pursuant to the television agreements of that Conference with all fees paid for those rights to be retained by that Conference. In the event that this has not occurred, the parties agree that the television rights to the games played at Oklahoma shall be owned by Oklahoma and subject in all respects to the television agreements entered into by the Big 12 Conference. Further, absent a cross-over television agreement between Conferences, the parties agree that the television rights to the game played at Wichita State shall be owned by Wichita State and subject in all respects to the television agreements entered into by the American Athletic Conference.

c. Each party shall have the right to film or videotape the games played pursuant to this Agreement for non-commercial purposes and shall have access to such space and camera locations as may be reasonably required.
they are each authorized to act on behalf of the educational institution they represent and the terms
of this Agreement shall bind each institution.

e. This Agreement may not be assigned in whole or in part by either party without
the prior written consent of the other party.

f. Each party shall execute and deliver all such documents and do all such acts as the
other party may reasonably request for accomplishing the purpose of this Agreement.

g. This Agreement does not, and is not intended to, create a joint venture
partnership, association or other entity or create a fiduciary or principal/agency relationship between
the parties to this Agreement.

h. None of the provisions of this Agreement shall be for the benefit of or be
enforceable by any third party, including the creditors of any party hereto

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their
duly authorized officials on the date set forth below.

**UNIVERSITY OF OKLAHOMA**

Athletics Director

Date: May 23, 2019

73-6017987
Federal Tax ID Number

**WICHITA STATE UNIVERSITY**

Athletics Director

Date: June 5, 2017

48-0690108
Federal Tax ID Number