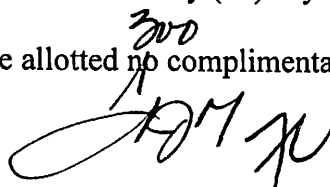


EVENT CONTRACT
UNIVERSITY OF GEORGIA ATHLETIC ASSOCIATION

This CONTRACT is made and entered into this 18th day of August, 2010 by and between the University of Georgia Athletic Association, Inc. (hereinafter referred to as "UGA"), and University at Buffalo (hereinafter referred to as "UB") to establish the terms and conditions for an athletic contest involving UGA and UB.

In consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The purpose of this agreement is to confirm the arrangements made for holding an intercollegiate athletic contest between the varsity football teams representing UGA and UB.
2. Each party shall cause its varsity football team to play the other in a game of football in accordance with the terms of this contract. The varsity teams shall meet and play at Sanford Stadium on the campus of the University of Georgia in Athens, Georgia on September 1, 2012, game time to be announced. This is a home game for UGA.
3. This varsity contest shall be governed by the rules of the National Collegiate Athletic Association ("NCAA") in effect at the time of the contest.
4. The eligibility of each team member to participate in the contest shall be governed by the rules and regulations of his or her institution, the rules and regulations of the NCAA, and the rules and regulations of the athletic conference, if any, of which that institution is a member.
5. UGA shall compensate UB the fixed sum of \$975,000 for its participation in the contest. Payment shall be received by UB no later than the 30th day of January, 2013. No other compensation shall be due or payable.
6. Officials for the game shall be at the expense of UGA and shall be appointed by the Southeastern Conference.
7. Ticket prices for the contest shall be set by UGA.
8. UB shall receive a minimum of 2500 tickets available for the game as consignment sale. All unsold tickets must be returned to UGA thirty (30) days prior to the athletic contest. Payment for consignment tickets must be made to UGA within sixty (60) days following conclusion of the game.
9. UB shall be allotted ³⁰⁰ no complimentary tickets.



10. The cheerleaders and mascot of each team shall be admitted free of charge when in uniform provided, however, that no later than eight (8) days prior to the contest, UB shall notify UGA of the number of cheerleaders and mascots who will be attending.
11. The radio broadcast of the game shall be the property of both parties. The rights of each party are as follows: UGA shall provide space for one free broadcast outlet for the purpose of exclusive broadcast on the established radio network of UB, receipts from which shall belong to UB. All other broadcast rights, privileges and receipts therefrom shall belong exclusively to UGA.
12. UB acknowledges and agrees that the Southeastern Conference ("SEC") owns and retains all television, pay per view, cable, internet and other rights to tape, broadcast, rebroadcast, and otherwise distribute, license, exhibit, sublicense, televise, transmit, or retransmit (collectively referred to herein as "Broadcast," with each person or entity effecting or facilitating the Broadcast being referred to as a "Broadcaster") the Game and any and all portions of the Game (including media interviews and pre and post game material and events) throughout the universe by any and all means, uses, and media now known or hereafter developed (including via local, regional or national cablecast or over-the-air transmission, and including by video or audio streaming or other transmittal of actual events or portions or summaries thereof via the internet) (collectively herein "Broadcast Rights"). If and to the extent UB has or will have any such Broadcast Rights, UB irrevocably assigns, conveys, and transfers all of such rights (including full ownership of all copyrights) to the SEC in perpetuity, and the SEC accepts such assignment, conveyance and transfer. (As used herein, "internet" means a global information network consisting of interconnected, but independent, computers including, but not limited to, the Work Wide Web.)

UB hereby grants each Broadcaster a license to use the trademarks and logos of UB and the names and likenesses of UB's individual Game players, participants and coaches to promote and publicize the Game and the participating teams and institutions, provided that such trademarks, logos, names and likenesses must not be used by any Broadcaster as an endorsement of any product or service or in connection with any political cause or candidate, or in any manner prohibited by applicable NCAA rules and regulations. UB warrants to SEC Member Institution that UB has obtained the right to license the use of the names and likenesses of the individual Game players, participants, and coaches for the purposes set forth in this paragraph.

13. In the event of fire, flood, hurricane, tornado, earthquake, other natural disaster, war, invasion, terrorist attack, hostilities, rebellion, insurrection, confiscation by order of the government, military or public authority, or



prohibition by any governing authority, including but not limited to the Southeastern Conference or the National Collegiate Athletic Association, making it impossible or impractical to play the game, both parties shall be relieved of any and all obligations contained in this Contract. The preceding notwithstanding, any financial obligations incurred by the party capable of performing shall be shared equally by the non-performing party. Notice of any such events shall be given as soon as possible.

14. The parties agree that in the event either party fails to meet the obligations imposed upon it in paragraph no. 2 of this Contract, actual damages would be of an amount that would be uncertain. Consequently, either party failing to comply with the conditions of paragraph no. 2, either by cancellation or failure to appear, shall pay liquidated damages in the amount of \$600,000.00 unless such cancellation or failure to appear shall be by mutual consent or for reasons illustrated in paragraph no. 13 in which case this agreement shall be null and void. If cancellation or failure to appear is by mutual consent, such consent shall only be effective if it is in written form and executed on the same document by both parties.
15. Each party hereto agrees to indemnify (the "Indemnitor") and hold the other party (the "Indemnitee") harmless from and against any and all losses, claims, damages or expenses, including, without limiting the generality of the foregoing, attorney's fees arising from, or growing out of, Indemnitor's breach or threatened breach of the provisions of this paragraph or of any other provisions of this Contract.
16. The parties agree that no assignment may be made of the rights and obligations set forth in this Contract.
17. The failure of either party to enforce this Contract or any provision thereof shall not be deemed a waiver of that provision or waiver of any other provision of this Contract, whether or not of the same or similar nature.
18. This Contract constitutes the entire understanding and agreement between parties and supersedes, to the extent inconsistent therewith, any and all prior agreements, if any, entered into by the parties. There are no other agreements, conditions or representations, oral or written, expressed or implied, with regard thereto. This Contract may be amended only in writing, signed by both parties. A modification, amendment, or supplement to the Contract shall require no additional consideration.
19. As a condition precedent to filing any civil litigation relating to breach of or enforcement of any of the provisions of this Contract, the parties agree to participate in mediation.



20. This Contract was made and entered in the State of Georgia and shall be governed and enforced in accordance with the substantive laws of the State of Georgia. IN THE EVENT OF A DISPUTE HEREUNDER, IT IS AGREED THAT VENUE LIES EXCLUSIVELY IN UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF GEORGIA IN A COURT OF COMPETENT JURISDICTION IN ATHENS-CLARKE COUNTY, GEORGIA, AND SUCH COURT SHALL BE A PROPER FORUM IN WHICH TO ADJUDICATE SUCH DISPUTE. THE PARTIES AGREE TO WAIVE ANY DEFENSE TO AN ACTION FILED IN SUCH COURT BASED UPON LACK OF PERSONAL JURISDICTION OR IMPROPER VENUE.

**THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK
INTENTIONALLY. THE PARTIES HAVE SIGNED AND EXECUTED THIS
AGREEMENT ON THE FOLLOWING PAGE.**

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a first name followed by a last name, though the specific characters are difficult to discern.

Signed and executed by:

UGAA:

AS

Frank Crumley
Signature

Interim Director of Athletics
Title

Frank Crumley
Printed Name

7.21.10
Date

[SEAL]

University at Buffalo:

W. Manuel
Signature

Athletic Director
Title

W. MANUEL
Printed Name

8.18.2010
Date

[SEAL]

AS