

STATE OF NEW MEXICO
SECOND JUDICIAL DISTRICT COURT
BERNALILLO COUNTY

ENDORSED
FILED IN MY OFFICE THIS
JUL 13 2017
CLERK DISTRICT COURT
PATRICIA SERNA

DANIEL LIBIT,

Plaintiff,

v.

No. CV 2017 05096

LOBO SPORTS PROPERTIES, LLC,
LEARFIELD COMMUNICATIONS, LLC,
and THE BOARD OF REGENTS OF
THE UNIVERSITY OF NEW MEXICO,

Defendants.

**COMPLAINT UNDER THE NEW MEXICO INSPECTION
OF PUBLIC RECORDS ACT**

NATURE OF THE CASE

1. This action is brought by Plaintiff Daniel Libit to obtain public records, rectify violations of the New Mexico Inspection of Public Records Act (“IPRA”) and ensure that the public continues to receive “the greatest possible information regarding the affairs of government and the official acts of public officers and employees.” NMSA 1978 § 14-2-5. IPRA mandates that “every person has a right to inspect public records,” *id.* at § 14-2-1(A), maintained by a “public body” in the State of New Mexico, *id.* at § 14-2-6(F). The same is true for public records “held by or created by a private entity ‘on behalf of’ the public agency.” *State ex rel. Toomey v. City of Truth or Consequences*, 2012-NMCA-104, 287 P.3d 364 (2012).

2. Defendant Lobo Sports Properties, LLC (“LSP”), a Missouri limited liability company operating in New Mexico, was created by Defendant Learfield Communications, LLC (“Learfield”) to manage licensing and sponsorship agreements on behalf of Defendant the Board

of Regents of the University of New Mexico (“the University”). In return, the University receives payments from Learfield, through LSP, from revenues derived from these agreements.

3. As a result of these activities, LSP creates and maintains public records on behalf of the University arising from licensing the University’s logo and brand. The University, however, claims that it is not in possession of any documents arising from these activities and LSP has failed to respond to Plaintiff’s requests for such records.

4. LSP’s, Learfield’s, and the University’s noncompliance with IPRA has inhibited public understanding of the University and LSP and has thwarted access to information regarding the operations of the University. The failure to disclose these public records to Libit, a journalist, violates the IPRA and therefore gives rise to this complaint.

5. Plaintiff asks this Court to declare that LSP creates and maintains public records on behalf of the University that are subject to disclosure by IPRA, that the University unlawfully withheld records subject to disclosure under IPRA, and to award him equitable relief, damages, and attorneys’ fees as a result of LSP’s, Learfield’s, and the University’s noncompliance with IPRA.

PARTIES

6. Plaintiff Daniel Libit is a journalist who, among other journalistic activities, operates NMFishbowl.com, a website “that primarily covers the University of New Mexico, its athletics department – and the key figures who maintain it, support it, and are enriched by it.” *See* <https://nmfishbowl.com/about/> (last accessed July 12, 2017). Libit is a resident of Cook County, Illinois but was born and raised in New Mexico. Libit commonly requests documents under IPRA in the course of his reporting, including for NMFishbowl.com.

7. Defendant Lobo Sports Properties, LLC is a Missouri limited liability company registered to do business in New Mexico. Its principal place of business is on the University of New Mexico's South Campus at 1414 University SE, Albuquerque, NM 87131. LSP is fully owned by Learfield, a private company that manages licensing of university brands and other properties, which contracted with the University of New Mexico to "extend[] the affinity of the Lobos' brand to businesses and corporations of all sizes looking to align with the undeniably loyal and passionate collegiate fan base." *See* <http://www.learfield.com/partner/new-mexico-lobos/> (last accessed July 12, 2017). LSP creates and maintains public records deriving from these activities that are subject to disclosure under IPRA.

8. Defendant Learfield Communications, LLC is a Delaware limited liability company with its principal place of business in Plano, Texas. Learfield is the sole member of Defendant LSP, and the signatory to the licensing and sponsorship agreement between LSP and the University. Learfield does business within New Mexico, and has sufficient connections with the state to establish personal jurisdiction. Moreover, as the sole member of LSP and a signatory to the contract between LSP and the University, Learfield is a necessary party to this litigation.

9. Defendant Board of Regents of the University of New Mexico is a corporate, governmental body and political subdivision of the State of New Mexico, established pursuant to the laws of the State of New Mexico. It is the governing body of the University of New Mexico. It is located in Albuquerque, New Mexico.

JURISDICTION AND VENUE

10. This action is brought according to this Court's original jurisdiction enumerated under Article IV, Section 13 of the New Mexico Constitution, and NMSA 1978 § 14-2-12, which authorizes actions to enforce IPRA.

11. Venue is proper in the County of Bernalillo because the defendants are corporate and governmental entities with their principal place of business, or voluntarily do business, in Albuquerque, New Mexico. NMSA 1978 § 38-3-1(A). Venue is further proper in the County of Bernalillo because the transaction at dispute in this complaint, namely the failure to disclose records subject to IPRA by LSP and the University, occurred in Albuquerque, New Mexico. *Id.*

12. Venue is further proper in the County of Bernalillo because the contract between Learfield, LSP, and the Board of Regents was entered into in Albuquerque, New Mexico and requires services that must be performed in Albuquerque, New Mexico.

FACTUAL BACKGROUND

Lobo Sports Properties, LLC

13. In 2007, following a public bidding process, Learfield and the University of New Mexico entered into a multi-media rights and sponsorship rights licensing agreement (“the agreement”).

14. Learfield then created LSP on February 5, 2007, to serve as the entity which would carry out Learfield’s responsibilities under the agreement. LSP is a Missouri limited liability company, registered to do business in New Mexico, and is wholly-owned by Learfield.

15. As part of that agreement, LSP was appointed the exclusive agent that could obtain sponsorships on behalf of the University’s Athletics Department and was tasked with “collecting revenues on behalf of the University.” Exhibit A at § 5.4.

16. The University and Learfield agreed that LSP would act as a contractor of the University when carrying out its responsibilities under the agreement. *Id.* at § 14.5.

17. The agreement also granted LSP the use of university property for its own profit. For example, the agreement granted LSP the exclusive use of and revenue derived from nine luxury suites in University Stadium which it paid \$158,000 to rent. *Id.* at § 7.

18. The University also agreed to provide LSP with parking spots for its employees on all business days “at or immediately adjacent to the University’s athletic facilities,” as well as “with space on chartered aircraft carrying the University’s football team,” men’s basketball team, and women’s basketball team. *Id.* at §§ 8.1.1 – 8.1.2.

19. LSP then sought sponsorships for the Athletics Department through advertising at University athletics venues, such as University stadium and the Pit. But, if the University entered into any naming agreement with a private entity which diminished the ability for LSP to obtain sponsorships for any of those venues, then the University would be required to negotiate a reasonable fee to be paid to LSP because of the reduced sponsorship inventory. *Id.* at § 5.10.

20. Under the agreement, the University receives a guaranteed licensing and rights fee and a percentage of revenue received by LSP over a certain amount. The University also receives certain bonuses from LSP throughout the agreement. For example, in the current 2017-2018 fiscal year, LSP is to pay the University a \$4,868,000 guaranteed licensing and rights fee, a \$250,000 payment on August 30, 2017, and 50% of all revenue received by LSP in addition to \$7,588,000.

21. In light of the nature and terms of the agreement, LSP was and continues to be a contractor operating on behalf of the University when it seeks sponsorship and licensing deals on behalf of the University on University property or with the University’s brand. Records created or maintained by Lobo Sports Properties that arise from these activities are public records subject to disclosure under IPRA.

***LSP and the University’s Athletics Department Act in
Concert to License the UNM Brand***

22. LSP’s relationship with the University, under which it acts on behalf of the University, is exemplified by the relationship between the University’s Athletics Department and LSP.

23. For example, the University “acknowledge[d] and agree[d] that Learfield’s performance under [the] agreement and the resulting benefits to the University w[ould] be enhanced if Learfield [was] provided office space on the campus of the University, preferably near the University’s Athletic Department.” *Id.* § 8.2. LSP was eventually granted use of an office suite in the Athletics Department’s building on the University’s South Campus.

24. The four employees of LSP are listed on the University Athletics Department’s website as employees of the Athletics Department. Those employees include Kyle James, General Manager of LSP, Andrew Wieder, Senior Manager – Business Development, Marcus Pauda, Manager – Business Development, and Jessica Otero, Sponsorship Coordinator. *See* <http://www.golobos.com/staff.aspx> (last accessed, July 12, 2017). Moreover, while not up to date, the University’s online department directory includes a section for LSP as “Athletics/Lobo Sports Properties.” *See* Ex. B.

25. Further evidence of concerted effort on behalf of the University can be found from public statements by Learfield’s and LSP’s employees. For example, after WisePies Pizza and Salad purchased the naming rights to the University’s basketball arena in 2014, Tim Cline, senior vice president for Learfield Sports, stated that “Lobo Sports Properties staff aligns with Paul [Krebs] and his team on a daily basis, and we’re proud to have such a great partner in the University of New Mexico.” *See* Ex. C.

26. Learfield has also posted job listings seeking employees “to work from Albuquerque, NM, for the University of New Mexico.” *See* Ex. D.

27. Learfield also asserts that “Lobo Sports Properties (LSP), a property of Learfield Sports, is the multimedia rights holder and sports marketing arm for athletics at the University of New Mexico.” *See id.*

Athletics Department Naming Agreements

28. On December 11, 2015, the University announced that Tamaya Enterprises Inc., a commercial arm of the Pueblo of Santa Ana, had purchased the naming rights to the University's baseball field through a 10-year, \$1 million gift to the University. *See Ex. E.* In the announcement, the University noted that the naming rights agreement is an investment that "will come in over the life of the contract and will help the athletic department provide a first-class experience for Lobo student-athletes." *See Ex. F.*

29. The Santa Ana Star Field naming agreement was obtained through the assistance of the University and LSP, and was signed by Kyle James, the general manager of LSP. *See Ex. G.*

30. In May of 2017, the University announced that it had entered into a naming rights agreement for its football stadium—University Stadium—and its basketball arena—the Pit—in return for a \$10 million gift from Larry Chavez, the owner of Dreamstyle Remodeling. The naming rights agreement renames University Stadium and the Pit after Dreamstyle. *See Ex. H.*

31. According to the University's contract with Learfield and LSP, \$1 million from the gift and naming rights agreement goes directly to LSP and Learfield rather than the University. *Id.*

32. The Dreamstyle gift and naming rights agreement was obtained through the assistance of the University and LSP, and was signed by Kyle James, the general manager of LSP on behalf of the University and by Larry Chavez on behalf of Dreamstyle. *Id.*

Libit's IPRA Requests

33. On May 5, 2017, Libit sent a request for inspection of public records to the University seeking "Copies of all communications between employees of Lobo Sports Properties and employees of the UNM Foundation, relating to any licensing or naming-rights agreements for UNM Athletics since Jan. 1, 2013." *See Ex. I.*

34. On May 22, 2017, the University denied the request, stating that “The appropriate UNM departments have searched and confirmed that they do not have public records responsive to your request.” *Id.*

35. The University, however, does possess documents responsive to this request, such as an email between Paul Krebs, the former Athletic Director for the University, Frank Mercogliano, the Assistant Athletic Director for Communications for the University, Jalen Dominguez, an employee of the Foundation, Kyle James, general manager of LSP, and Jennifer Kemp, the Communications Director of the Foundation. *See Ex. J.* Upon information and belief, further documents responsive to this request are in the University’s possession yet the University’s IPRA office has failed to produce those documents for inspection.

36. On May 5, 2017, Libit sent a request for inspection of public records to the University seeking “Copies of all communications between employees of Lobo Sports Properties, LLC and employees or representatives of Dreamstyle Remodeling, which relate in any way to the naming-rights agreement for Dreamstyle Arena and Dreamstyle Stadium.” *See Ex. K.*

37. On May 22, 2017, the University denied the request, stating that “The appropriate UNM departments have searched and confirmed that they do not have public records responsive to your request.” *Id.*

38. The University, however, does possess documents responsive to this request. For example, an e-mail chain disclosed through a separate IPRA request includes communications between the University, LSP, the Foundation, and a Dreamstyle Remodeling e-mail address. *See Ex. J.*

39. Upon information and belief, there are additional records in the University’s possession that include communications between LSP and Dreamstyle because the University was actively

engaged in the negotiation and approval of the Dreamstyle naming rights agreement, and therefore were included in communications between LSP and Dreamstyle Remodeling. The failure to produce those documents and communications violates IPRA.

40. On May 5, 2017, Libit sent a request for inspection of public records to the University seeking “Copies of all communications between employees of Lobo Sports Properties, LLC, and employees or representatives of Tamaya Enterprises or Santa Ana Star Casino, relating to the naming-rights agreement for Santa Ana Star Field.” Ex. L.

41. On May 22, 2017, the University denied the request, stating that “The appropriate UNM departments have searched and confirmed that they do not have public records responsive to your request.” *Id.*

42. Upon information and belief, University employees were actively included in the negotiation and approval of the Santa Ana Star Field naming rights agreement, and were included on communications between LSP and Tamaya Enterprises. For example, a separate public records request produced a document requesting the University’s approval for the Santa Anna Star Field marketing agreement. *See* Ex. M. The failure to produce those documents and communications violates IPRA.

43. On June 6, 2017, Libit sent a request for inspection of public records to the University seeking “Copies of all licensing agreements entered into by Lobo Sports Properties on behalf of, or relating to, the University of New Mexico.” Ex. N.

44. On June 21, 2017, the University denied this request responding that the only record responsive to this request was the agreement between Learfield, LSP, and the University regarding the licensing program itself. *See id.*

45. A later IPRA request, however, produced several e-mail communications between LSP and the University with attachments that included licensing and marketing agreements entered into by LSP on the University's behalf. *See* Ex. O. Upon information and belief, there are documents relating to additional licensing and marketing agreements in the University's possession that are responsive to this request. The failure to disclose those documents violates IPRA.

46. On May 5, 2017, Libit sent a request for inspection of public records to Kyle James, the general manager of Lobo Sports Properties seeking: "1. Copies of all communications between employees of Lobo Sports Properties and employees of the University of New Mexico Foundation, relating to any licensing or naming-rights agreements for UNM Athletics since Jan. 1, 2013"; "2. Copies of all communications between employees of Lobo Sports Properties and employees or representatives of Dreamstyle Remodeling, which relate in any way to the naming-rights agreement for Dreamstyle Arena or Dreamstyle Stadium"; "3. Copies of all communications between employees of Lobo Sports Properties and employees or representatives of Tamaya Enterprises, and/or Santa Ana Star Casino, which relate in any way to the naming-rights agreement for Santa Ana Star Field"; and "4. Copies of all licensing agreements entered into by Lobo Sports Properties on behalf of, or relating to, the University of New Mexico." *See* Ex. P.

47. Lobo Sports Properties never responded to this IPRA request.

48. The records sought by these requests are public records created either by the University, or on the University's behalf, and are subject to disclosure under IPRA by Defendants. The failure of Defendants to disclose the records sought therefore violates IPRA.

CLAIMS FOR RELIEF

Count I

Claim for Violation of the New Mexico Inspection of Public Records Act Against Defendants LSP, Learfield, and the Board of Regents.

49. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 48 of this complaint.

50. Defendants have violated IPRA by failing to produce, as required by IPRA, the public records requested by the Plaintiff.

51. Defendants are attempting to keep secret matters of significant public concern involving funding for the University's Athletics Department and the naming rights agreements for the University's baseball field, basketball arena, and football stadium, in direct violation of its obligation to disclose such information under IPRA.

52. LSP and Learfield do not have custodians of records as required by NMSA 1978 § 14-2-7.

53. The University has made no effort to ensure the disclosure of records created or maintained on its behalf by LSP and Learfield.

54. Plaintiff is entitled to damages according to NMSA 1978 § 14-2-11(C) for LSP's failure to respond to his request for inspection of public records and for the Defendants' failure to provide the records requested in the May 5 e-mail request to Kyle James at LSP.

55. Plaintiff is entitled to a writ of mandamus or injunction, under NMSA 1978 § 14-2-12(B), ordering the Defendants to produce all requested documents in the Defendants possession and to ensure that Defendants have a procedure in place, which complies with IPRA, for the disclosure of public records created by or maintained by LSP on behalf of the University.

56. Plaintiff is entitled to recover his attorneys' fees and costs according to NMSA 1978 § 14-2-12(D).

Count II

Claim for Violation of the New Mexico Inspection of Public Records Act Against Defendant Board of Regents.

57. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 56 of this complaint.

58. Plaintiff has requested records in the University's possession which are subject to disclosure by IPRA.

59. The University has failed to turn over those records in violation of IPRA.

60. Plaintiff is entitled to damages according to NMSA 1978 § 14-2-11(C) for the University's failure, through the actions of the University's IPRA office, to produce records, in its possession, required to be disclosed according to IPRA, for inspection by the public.

61. Plaintiff is entitled to a writ of mandamus or injunction, under NMSA 1978 § 14-2-12(B), ordering the University to produce all requested documents in their possession that are responsive to Plaintiff's requests and to ensure that the University has a procedure in place, which complies with IPRA, for the disclosure of public records.

62. Plaintiff is entitled to recover his attorneys' fees and costs according to NMSA 1978 § 14-2-12(D).

PRAYER FOR RELIEF

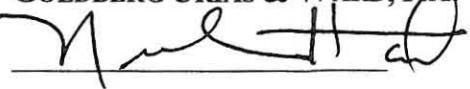
The Plaintiff requests that the Court:

a) Declare that LSP and Learfield create and maintain public records on behalf of the University of New Mexico;

- b) Declare that the records sought by Plaintiff are public records created and maintained by LSP and Learfield on behalf of the University and are subject to disclosure;
- c) Issue a writ of mandamus or injunction ordering the Defendants to produce the records and information requested without further delay;
- d) Enter an injunction requiring Defendants to submit to the Court within 30 days a written plan for establishing adequate policies and procedures to ensure that the LSP, Learfield, and the University can, and will, identify a custodian or records for LSP and Learfield, and that all Defendants will comply with future requests for public records by Plaintiff and by other requesters;
- e) Award "damages, costs, and reasonable attorneys' fees" as required by NMSA 1978 § 14-2-12(D); and
- f) Award such further relief the Court deems necessary.

Date: July 13, 2017

Respectfully submitted,

**FREEDMAN BOYD HOLLANDER
GOLDBERG URIAS & WARD, P.A.**


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**FIRST REVISED AND RESTATED
MULTI-MEDIA RIGHTS AND SPONSORSHIP RIGHTS LICENSING AGREEMENT**

BETWEEN

THE UNIVERSITY OF NEW MEXICO

AND

LOBO SPORTS PROPERTIES, LLC

JANUARY 2013

EXHIBIT A

**FIRST REVISED AND RESTATED
MULTI-MEDIA RIGHTS AND SPONSORSHIP RIGHTS LICENSING AGREEMENT**

THIS FIRST REVISED AND RESTATED **MULTI-MEDIA RIGHTS AND SPONSORSHIP RIGHTS LICENSING AGREEMENT** ("Agreement" or "Contract") is made and entered as of the 7th day of March, 2013, by and between THE REGENTS OF THE UNIVERSITY OF NEW MEXICO, A PUBLIC UNIVERSITY OF THE STATE OF NEW MEXICO (the "University"), and LOBO SPORTS PROPERTIES, LLC ("Learfield"), a Missouri limited liability company wholly owned by LEARFIELD COMMUNICATIONS, INC.. This Agreement updates the licensing terms between the Parties and is intended to revise and restated the Multi-Media Rights and Sponsorship Rights Licensing Agreement dated July 1, 2007.

BACKGROUND TO AGREEMENT

- A. This Agreement is intended to set forth the rights, duties, and responsibilities of the University and Learfield with respect to the license by the University of "Multi-Media Rights" associated with the University's athletic programs. These Multi-Media Rights are being licensed to Learfield pursuant to RFP #1025-7 issued by the Purchasing Department of the University, the University's proposal 1025-7 RFP Standard terms and conditions ("Request for Proposal") and Learfield's response to Request for Proposal.
- B. For purposes of this Agreement, "Multi-Media Rights" shall mean the exclusive sales and marketing rights, as hereinafter set forth, with exceptions as set forth herein, to inventory, including print, media, sponsor, existing or new signage not already contracted to other parties, and other promotional and sponsorship rights for football, men's and women's basketball games, men's baseball games and other intercollegiate sports; now existing or to exist in the future, promotional rights for home basketball games and, if the University obtains rights from the host venue, all games played at neutral venues where the University is designated as the home team; temporary and permanent signage and promotional rights for all

the University home football games (and, if the University obtains rights from the host venue, all games played at neutral venues where the University is designated as the home team); radio play-by-play broadcast rights and coaches' shows; and selected television broadcast rights for football and men's and women's basketball; official athletic website sponsorship; and any other sponsor-related or promotional rights to the University's athletic programs that may be subsequently agreed to between the Parties. The fact that a particular right is not identified in this Paragraph B as a "Multi-Media Right" is not intended to diminish Learfield's Multi-Media Rights under this Agreement if such right(s) are specifically provided for elsewhere in this Agreement.

C. For purposes of this Agreement, "Sponsorship" and "Sponsorship Rights" shall have the meaning given it in Section 5.2.

D. For purposes of this Agreement, the Multi-Media Rights and Sponsorship Rights licensed to Learfield by the University under this Agreement shall be collectively referred to as "Licensed Rights."

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein and the foregoing Background, the University and Learfield (individually the "Party" and jointly the "Parties") agree as follows:

1. AGREEMENT

1.1 Term of Agreement. When executed by both Parties, this Agreement shall be effective as of January 1, 2013 (the "Effective Date") and shall continue until June 30, 2020 (the "Term") unless otherwise terminated as provided herein. Each contract year of the Agreement shall commence on July 1 and end on June 30 and such period shall sometimes hereafter be referred to as "Athletic Year."

1.2 Communications. Throughout the Term of this Agreement, it is the Parties' intention to maximize the opportunities that will foster interest in the athletic programs and growth in both the accounts and the potential sources of revenue under this Agreement. To that end, the Parties will meet, as necessary, to discuss the rights and inventory licensed to Learfield, Learfield's performance, and any unexpected problems

arising therefrom to arrive at mutually satisfactory solutions. In such meetings, the University will be represented by the University's Director of Athletics and/or his designee. The University will use reasonable efforts to inform the University's staff of the specific roles and responsibilities assumed by Learfield under this Agreement. Learfield will not enter into any agreement with any University employee without first consulting with the University's Director of Athletics and assuring the University to its reasonable satisfaction that such an arrangement will not adversely affect the University's interests. Learfield will advise the University of its sales and marketing plans as well as its current activities. At the request of the University, Learfield will meet periodically with the University to review Learfield's operations pursuant this Agreement and make any necessary adjustments.

1.3 Additional Multi-Media Rights. This Agreement licenses specific rights to Learfield. Because the development and marketing of various Multi-Media and Distribution Rights in connection with University athletic programs is both dynamic and evolving, the Parties acknowledge that additional Multi-Media and Distribution Rights may arise or be created that might not have been contemplated or specifically licensed to Learfield under this Agreement, including different ways for Learfield to leverage the existing inventory as well as digital media rights ("Additional Rights"). Learfield will notify the University of Additional Rights it seeks. If the nature of the Additional Rights requires the addition of a material item of inventory that did not already exist in a University athletic venue in any format, and the inventory proposed by Learfield would materially alter the athletic venue within which the item of inventory is to be used, then Learfield must first obtain University's written consent before the inventory can become part of the Additional Rights licensed by University to Learfield. For purposes of this Section 1.3, a cost to the University to install the inventory in excess of \$5,000.00 or a structural change to a University athletic venue shall both be conclusively presumed to be a material alteration of a University athletic venue. Unless the Additional Rights contain a prohibited category of sponsorships or are otherwise excluded under the terms of this Agreement, or require the University's consent, which consent is withheld, the Additional Rights shall be exclusively licensed to Learfield for the remainder of the Term and the revenue generated by the Additional Rights shall be added to the AGR.

1.3.1 Olympic Broadcast Rights. From and after the Effective Date through the remainder of the Term, University, rather than Learfield, shall have the exclusive terrestrial radio and internet streaming broadcast rights for University's Olympic events in English only ("Olympic Broadcasting Rights"); provided, however, before University exercises any of its Olympic Broadcasting Rights for which it will receive any consideration ("Consideration") it shall first grant Learfield a right of first refusal ("ROFR") to exercise any such Olympic Broadcasting Rights by giving Learfield notice of University's intention to exercise any of its Olympic Broadcasting Rights along with the amount of the Consideration it would receive ("University Notice"). Within thirty (30) days of Learfield's receipt of the University Notice, Learfield must notify University in writing if it intends to exercise its ROFR ("Learfield Notice"). If Learfield intends to exercise its ROFR, the Learfield Notice must include its agreement to match the Consideration set forth in the University Notice. If Learfield either does not provide the Learfield Notice or does not elect to exercise the ROFR for the Olympic Broadcasting Rights, then University may exercise the Olympic Broadcasting Rights. For the avoidance of doubt, each Olympic sport shall be subject to Learfield's ROFR with respect to the Olympic Broadcasting Rights for that particular sport. An Olympic sport shall not under any circumstances include football, men's basketball or women's basketball but shall include all other intercollegiate sports teams of University. In connection with University's Olympic Broadcasting Rights which University agrees are limited to terrestrial radio broadcasts and internet streaming of both audio and video on the OAS, should University wish to expand its Olympic Broadcasting Rights to include a television platform of any kind ("TV Platform"), it must first present to Learfield the University's proposed TV Platform in sufficient detail for Learfield's review and thereafter obtain Learfield's written consent which consent will not be unreasonably withheld or delayed; provided, however, it is understood and agreed by University that any proposed use of a TV Platform for any Olympic sports must be limited in its scope, failing which, Learfield need not grant its

consent and its withholding of consent under such circumstances shall be deemed reasonable.

1.4 Permits. Learfield will be financially responsible 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 including but not restricted to sales and property taxes.

1.5 Rules and Regulations. Learfield has been provided with copies of University rules, regulations and instructions (collectively the "Rules") and understands it is to perform all of the activities and functions facilitated by the University under this Agreement including Section 8, below, in conformance with the Rules as now in effect and as amended during the Term of this Agreement.

1.6 Use of Marks. Subject to existing licensing agreements, such as the currently existing agreement between the University and Collegiate Licensing Company ("CLC"), and the University's having obtained pertinent consents from its faculty, students, coaches and athletes participating in its athletic programs (the "Personnel"), the University licenses Learfield the non-exclusive right to use the University Athletic Department's name and its and the University's trademarks, service marks, logos or symbols, and trade dress including the likeness, appearance, and voice of its Personnel (collectively, "Marks") at no cost to Learfield in connection with (a) Learfield's use of the licensed Multi-Media Rights and (b) its securing Sponsorships and other revenue generating opportunities for the University, in accordance with the terms of this Agreement. Learfield's use of the Marks (including any use nominative fair use by sponsors of the Marks) is subject to being previously reviewed and approved in writing by the University to assure Learfield's compliance with the University's technical requirements, specifications, and any pertinent usage/style guide or manual regarding Learfield's use of the Marks. Learfield covenants and agrees to use diligent, good faith efforts to develop the value of the Marks, at its sole cost. Learfield shall not exercise any rights under this Agreement which, if exercised, would violate the terms of existing license agreements, including but not limited to the existing agreement between the University and CLC. Learfield agrees that the University may amend or extend its

existing trademark licensing agreements or enter into similar agreements with third parties so long as any amendment or extension does not, in the University's sole but reasonable discretion, limit, extinguish or otherwise impair any of Learfield's rights under this Agreement.

1.6.1 Compliance/Approval. Learfield and its affiliates agree to abide by the University's policies regarding use of its Marks. The University prohibits any use of the Marks in any publicity efforts, notices, releases, statements or publications without its prior written approval. All use of the Marks including, without limitation, the name/image/likeness/voice/statements (whether published or unpublished) of any Personnel shall be submitted in writing in advance to the University for approval. The University agrees to use due diligence in reviewing all such requests in a timely manner and to approve such requests within five (5) business days where reasonably practicable. Once approved, any particular use of the Marks may be re-used by Learfield without the need for re-approval so long as such approved use has not been changed either directly by Learfield or indirectly by the context of the repeated use and/or circumstances.

1.6.2 Acknowledgments. Learfield and its affiliates acknowledge that these terms are a reasonable precaution to protect the Marks and the goodwill that Learfield and its affiliates acknowledge are extremely valuable assets of the University. Any goodwill resulting from an approved use of the Marks by either Learfield and/or its affiliates shall inure solely and exclusively to the University.

1.6.3 Changes requested by the University. The University shall have the right to request Learfield and/or its affiliates to change any literature, marketing collateral and promotional materials which display the Marks, produced by or on behalf of Learfield and/or its affiliates, which the University reasonably believes is misleading or which is detrimental to the validity or reputation of the Marks or is a misuse of or which misuses the Marks, and Learfield and/or its affiliates shall immediately comply with such request as soon as is reasonably practicable under the prevailing

circumstances. Learfield shall provide copies of all uses of the Marks to the University promptly when requested by the University.

1.6.4 Prohibited Uses. Learfield and/or its affiliates shall not use the Marks in any manner whatsoever which may jeopardize the significance, distinctiveness or validity of the Marks and agree that all goodwill resulting or arising from use of the Marks by them shall inure to the benefit of the University. Learfield covenants and agrees not to challenge or permit any of its affiliates to challenge the validity of the Marks or support third parties in such a challenge or to adopt for them or have others adopt on their behalf any mark or marks identical or confusingly similar to the Marks. Learfield shall cause proper Mark acknowledgement to be used with the Marks in all broadcast, programming and promotional materials. Learfield agrees and acknowledges that it will not separately charge any sponsor any special fee for the nominative fair use right to use the University's Marks in connection with the sponsorships or otherwise.

1.6.5 Prompt Notice in Case of Infringement of the Marks.

1.6.5.1 Enforcement of Marks. In the event of any infringement or suspected infringement of the Marks coming to its knowledge, Learfield shall notify the University and shall give to the University such assistance as may reasonably be required by it in any proceedings or actions with respect to such infringement that the University may, but is not obligated to, bring and/or take and will agree to become a party to such proceedings if necessary. However, on no account shall Learfield take or permit any affiliate or other party acting on its or their behalf any action to combat or challenge such infringement without the prior, written consent of the University. The costs of such activities and/or proceedings shall be borne by the University, but not where any such infringement arises solely from Learfield's use of Marks not in accordance with the terms of this Agreement and/or from Learfield's fault independent of the University's legally protected rights in the Marks; any damages recovered shall be for the University's account. Learfield agrees to cooperate with the University, at Learfield's expense, in the University's enforcement or defense actions or other

proceedings under this Section 1.6.1.5. For the avoidance of doubt and clarification, Learfield's expenses in connection with its cooperation shall not include the legal fees (attorneys and paralegals) or expert fees of attorneys and experts retained by University.

1.6.6 Acknowledgments. Learfield shall cause proper Mark acknowledgement to be used with the Marks in all broadcasting, programming and promotional materials as stipulated by the University from time to time.

1.7 Additional Licensed Rights. No further or additional rights or privileges not expressly licensed or stated herein of any nature are to be implied, either by course of dealing, estoppel, or otherwise.

1.8 Costs and Expenses. Except as otherwise expressly provided in this Agreement, Learfield shall bear all costs and expenses of exercising the Licensed Rights granted by the University to Learfield under this Agreement.

2. RADIO AND TELEVISION BROADCAST RIGHTS

2.1 RADIO BROADCAST RIGHTS OTHER THAN OLYMPIC SPORTS IN ENGLISH AND IN SPANISH. During the Term of this Agreement, the

University licenses Learfield the exclusive right to terrestrial radio and internet streaming broadcast rights for University football games, men's and women's basketball games, and coaches' shows in English. The University – rather than Learfield – will retain the exclusive terrestrial radio and internet streaming broadcast rights for University football games, men's and women's basketball games, baseball games and coaches' shows in Spanish only. The University – rather than Learfield – shall have the exclusive terrestrial radio and internet streaming broadcast rights to broadcast University baseball games in English. Learfield shall produce and distribute the broadcasts by contracting with a flagship radio station in order that the games and coaches' shows are broadcast in Albuquerque, and will contract with other selected markets throughout New Mexico. The University will have final approval of the flagship radio station. Notwithstanding the foregoing, the University retains the exclusive right for its student stations to broadcast

games provided such stations use only a low power radio station that does not carry any commercial underwriting or commercial sponsorship or sponsor of any kind for such game. For the purposes of this Agreement "Radio Broadcast Rights" means the wireless transmission of signals, by modulation of electromagnetic waves with frequencies below those of visible light by systematically changing (modulating) some property of the radiated waves, such as their amplitude (AM) or their frequency (FM using the VHF radio spectrum). In connection with University's rights under this Section 2.1 which are limited to terrestrial radio broadcasts and internet streaming of both audio and video on the OAS, should University wish to expand such rights to include a TV Platform, it must first present to Learfield the University's proposed TV Platform in sufficient detail for Learfield's review and thereafter obtain Learfield's written consent which consent will not be unreasonably withheld or delayed; provided, however, it is understood and agreed by University that the Parties agree that any proposed use of a TV Platform for any of the sports described in this Section 2.1 must be limited in its scope, failing which, Learfield need not grant its consent and its withholding of consent under such circumstances shall be deemed reasonable. For the avoidance of doubt and clarification, the word "scope", as used in this Section 2.1 and when it is used in Section 1.3.1, is intended to encompass and weigh the effect of such factors (which are not meant to be the sole factors to take into consideration) as the parameters surrounding the content of the TV Platform and the market for such content, the potential sales by a third party, the distribution so as to comply with MWC guidelines and the effect on any existing or potential sponsors of Learfield.

2.1.2 Learfield's Responsibilities as Licensee.

2.1.2.1 On-Air Talent. Learfield will employ, at its own expense, any and all personnel Learfield deems necessary to conduct broadcasts in English covered by the Agreement. The University will provide, at its expense, travel for up to three members of Learfield's radio crew on the team's charter to away games in which the University's football, men's basketball and women's basketball teams play, but Learfield will be responsible for its broadcasting crew's hotel, per diem, and, if applicable, commercial airline, vehicular, and other travel expenses. The University will provide, at its expense,

travel for the Spanish radio crew for any away games broadcast. Learfield shall pay for and provide for a play-by-play announcer, a color commentator, and, at Learfield's option, a producer, and pay all costs associated with the operation and production of the English broadcasts and University shall pay for all costs associated with the operation and production of the Spanish broadcasts including any on-air talent and producer that University deems necessary.

2.1.2.2 Programming for Football and Men's Basketball. At the sole cost and expense of Learfield, Learfield shall produce, originate, broadcast and distribute the following programming with state-of-the-art equipment and quality:

(a) **Football and Men's Basketball Games.** Learfield will (i) provide live broadcasts of each regular-season (conference and non-conference), conference championship and bowl games for the University varsity football, which may include the spring football game; (ii) provide live broadcasts of each regular-season (conference and non-conference) and post-season men's basketball game; and (iii) shall use reasonable efforts to broadcast each men's basketball exhibition game. Each broadcast shall include pre-game and post-game shows with live or taped, as available, coaches' interviews, in addition to a comprehensive description of game action. Learfield shall pay for and provide for a play-by-play announcer, a color commentator, a producer, and pay all costs associated with the operation and production of the network.

(b) **Coaches' Shows, Athletic Director's Shows, and Daily Shows.**

(i) Learfield shall produce, sell and commercially distribute a weekly radio show featuring the head football coach, the head men's basketball coach, and in some cases other athletic department officials and coaches. Learfield will produce and clear approximately thirty-five (35) one-hour weekly shows each year. The exact number of shows will be consistent with the number produced and cleared in the past. Further, the University agrees to extend Learfield's exclusive license, at Learfield's option, to produce coaches' radio shows for other sports. 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. The

University shall use reasonable efforts to provide such head coaches shows live. However, University agrees that its production of a sixty (60) minute weekly radio show will not ordinarily unduly interfere with any coach's primary responsibility to the University.

(ii) Learfield shall also produce, sell and commercially distribute a radio show featuring the head women's basketball coach. Learfield and the University will mutually agree on the number and length of the head women's basketball shows.

(iii) Learfield shall also produce, sell and commercially distribute a radio show featuring the Athletic Director. The exact number of shows will be consistent with the number produced and cleared in the past.

(iv) Learfield shall also produce, sell and commercially distribute a daily (Monday through Friday) radio show of an approximate length of 2 minutes to 3 minutes featuring the University coaches and athletic department officials.

2.1.1.3 Programming for Men's Baseball and Women's Basketball. At its sole cost and expense, Learfield shall produce, originate broadcast, and distribute the programming set forth in Section 2.1.1.3 (a) below with state-of-the-art equipment and quality and at its sole cost and expense, University shall produce, originate, broadcast and distribute the programming set forth in Section 2.1.1.3 (b) below:

(a) Women's Basketball Games. Learfield shall produce and clear locally regular-season and post-season women's basketball. Learfield will use commercially reasonable efforts to clear selected women's basketball games on radio stations statewide. Each broadcast of women's basketball games, will include, at a minimum, a fifteen (15) minute pre-game show and a fifteen (15) minute post-game which shall include either live or taped coaches' interviews, in addition to comprehensive description of game action. Learfield shall pay for all costs associated with the operation and production of the network.

(b) Men's Baseball Games. University shall produce and clear locally selected regular-season and post-season men's baseball games in English.

2.2 Satellite Radio Rights. It is understood and agreed that the satellite radio rights for the University games are presently not available due to an existing agreement with the Mountain West Conference ("MWC"). If, however, such rights become available, the University will license the exclusive satellite radio rights to Learfield and all royalties payable with respect to such rights shall be included in AGR (as defined in Section 10.1). To the extent that satellite radio rights can be better leveraged by including them as part of an agreement between Sirius XM Satellite Radio (or any other provider of satellite radio) and the MWC (or substitute regional conference party) ("Satellite Agreement"), Learfield will grant University the right to become a party to the Satellite Agreement so long as the conference party to the Satellite Agreement does not retain all or substantially all of the revenue derived therefrom but rather the University along with the other members of the MWC (or substitute regional conference party) and not the MWC (or other substitute regional conference party) under the Satellite Agreement alone shares in the revenue. In all events, "all revenue from the Satellite Agreement attributable to University's participation in the Satellite Agreement", which for purposes of this Section 2.2 shall mean all incremental dollars as determined through the MWC distribution, shall belong to and be paid to Learfield and when paid will be included in the calculation of AGR. University agrees that if technological advances create additional formats for transmitting University games beyond those forms of transmission enumerated in this Agreement ("New Technology Formats"), University agrees to grant Learfield the exclusive rights to the New Technology formats for University games and the revenue derived by Learfield from the New Technology Formats shall be included in the AGR (as defined in Section 10.1).

2.3 Football, Men's and Women's Basketball and Baseball Coaches'

Television Shows (Free TV and Cable). Learfield shall have the exclusive rights to broadcast weekly coaches' television shows for football, men's basketball, women's basketball, and baseball (the "Coaches' Television Shows") and to secure Sponsorships for such shows in accordance with the terms and conditions of Section 5. At its own expense, Learfield shall employ or hire hosts for the Coaches' Television Shows and shall produce and distribute the Coaches' Television Shows. Learfield may sell a specific placement of the show at a location to be determined by Learfield, such as a

local restaurant. The University shall request, but will not compel, coaches to attend each show, provided the time commitment undertaken by each coach is consistent with the coach's primary coaching responsibilities. Learfield shall not require coaches to attend coaches' shows in person if the show is broadcast from outside the Albuquerque area. The University agrees that a reasonable period of time sufficient for the production of a thirty-minute weekly coaches' television show will not ordinarily unduly interfere with a coach's primary responsibilities to the University. The Coaches' Television Shows will be broadcast on an over-the-air station and/or distributed by a cable television outlet mutually agreeable to Learfield and the University. The Coaches' Television Shows will also be made available for distribution to the Mountain West (digital network) as a MWC member at no charge.

2.4 Other Television Rights. The University agrees to license Learfield, at Learfield's option, the exclusive rights to broadcast television play-by-play programming which is not otherwise prohibited by the University's existing agreements, the MWC or the NCAA ("Other Television Rights"). Such Other Television Rights include, but are not limited to, men's and women's basketball games, football games, football bowl preview shows live from the bowl site, football replay shows, and video magazine shows. Learfield will retain all revenue generated (less incremental costs) from the Other Television Rights and such revenue will be included in AGR as hereafter defined. The University represents that as of the Effective Date, it has not entered into any agreements which would preclude Learfield from broadcasting directly or under a contract with a third party (*i.e.*, cable TV company) football and men's basketball game replays and that the University will not during the Term enter into any agreement which grants such rights to a third party.

2.5 Video/DVD Rights. The University agrees to license Learfield the exclusive right to produce and distribute, at Learfield's option, videos and DVDs if Learfield and the University mutually agree that a season ending highlight video or DVD is warranted for a particular team. Learfield shall, at its own expense, produce or cause to be produced and sell or cause to be sold, such video or DVD and Learfield shall retain all

of the revenue derived therefrom; provided, however, such net revenue shall be included in AGR (as defined in Section 10.1).

3. GAME PROGRAM.

3.1 Game Programs. The University licenses Learfield the exclusive right to print, publish, distribute and sell sponsor space as described in Section 5 in all football, baseball, men's basketball, and women's basketball game programs (or similar game day publications) for all home games played by the University and those designated as home games although played on a neutral site, during its regular seasons. The game programs will be produced in a form and size similar to that produced in the past. The Parties acknowledge that there may likely be another manner of delivering game program content and sponsorships through new technology specifically related to the replacement of printed game programs and not to the delivery of the audio or video content of the actual game ("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 Learfield throughout the Term and Learfield, after consultation with University and obtaining the consent of the University, which consent will not be unreasonably withheld, may eliminate or phase out the use of game programs with the Alternative Program Technology. The net revenue from Alternative Program Technology shall be retained by Learfield but shall be included in the calculations of AGR.

3.2 Content. The University shall be responsible for providing and editing all written content for each program and for the design of the programs. The University retains final control over all content of its game day publications. To that end, the University shall be responsible for supplying Learfield or its printer with game program content not less than 35 days prior to a program's publication.

3.3 Revenue and Expenses. All costs of printing and distributing game programs will be the responsibility of Learfield. The quality and quantity of the game

programs will be not less than what has historically been produced on a per-game basis for the University based on sales demand. Learfield will provide the University with a mutually agreeable reasonable number of complimentary programs for football and men's and women's basketball games. All game day vending revenue from sales of programs shall be included in AGR (as defined in Section 10.1).

3.4 Communications. Learfield and the University will meet annually to discuss issues pertaining to the game programs, including the size, format, and "look" of the game programs for the upcoming seasons.

4. THE UNIVERSITY'S OFFICIAL ATHLETIC WEBSITE

4.1 University Ownership and Control. The University has created and will continue to control and produce the University's Official Athletic Website ("OAS").

4.2 Sponsorships. On behalf of the University and in accordance with the terms of Section 5, Learfield shall secure Sponsorships for the OAS.

4.3 Audio and Video Streaming. The Parties acknowledge that the rights to audio and video streaming on the OAS are licensed under a pre-existing agreement to CBS-Interactive. If the rights become available at any time during the Term of this Agreement, the University will license such audio and video streaming rights to Learfield on an exclusive basis, as provided in section 5.6.

4.4 Other Revenue Generating Opportunities. University and Learfield acknowledge that the OAS offers other revenue generating opportunities and it is the Parties intent for Learfield to identify, develop, produce, execute and manage such opportunities for the University; provided that 1) such opportunities are not already contracted to a third party; and 2) such opportunities do not produce Unrelated Business Taxable Income ("UBTI"), as defined in the Internal Revenue Code of 1986, as amended. Learfield shall present to the University prior to each Athletic Year a plan for revenue generating opportunities for the OAS and shall obtain the University's prior written approval for such plan. The University may withhold approval for any plan that is not consistent with the University's policies, mission and image. Learfield shall

not engage in any revenue generating opportunity that may produce UBTI without obtaining prior written approval from the University, which approval may be withheld in the University's sole discretion. If any revenue generating activity on the OAS produces UBTI, Learfield shall provide a separate accounting for said revenue generating activity in a form and on a schedule that will enable UNM to report that income to the internal Revenue Service and calculate taxes owed. The University appoints Learfield as its special agent to act on its behalf in connection with such additional revenue opportunities and to collect revenues therefore on behalf of the University.

4.5 Adjusted Gross Revenue. All revenue derived by Learfield from revenue generating activities on the OAS shall be included in the calculation of AGR (as hereafter defined in Section 10.1) and shall include net revenue derived from the exclusive rights to manage the University's OAS, if such rights become available, shall be added into the calculation of AGR (as defined in Section 10.1).

5. SPONSORSHIPS FOR ATHLETIC PROGRAMS.

5.1 Learfield's Duties and Responsibilities. Subject to the terms and conditions of this Agreement and in accordance with this Section 5, Learfield shall seek Sponsorships for the athletic programs.

5.2 Definition of Sponsorship. For purposes of this Agreement, "Sponsorship" is has the same meaning as "qualified sponsorship payments" in Section 513(i) of the Internal Revenue Code of 1986, as amended, and any successor section in any future tax code. "Sponsor" means a person or entity that makes a Sponsorship payment. The term "Sponsorship" specifically excludes any payment for which a person receives a substantial return benefit other than the use or acknowledgement of the name or logo (or product lines) of the Sponsor in connection with the athletic programs. Sponsorships may not include (i) advertising ; (ii) exclusive provider arrangements; (iii) goods, facilities, services or other privileges (unless the value is less than 2% of the Sponsorship payment); (iv) exclusive or non-exclusive rights to use an intangible asset of the University including but not limited to the Marks (as hereinafter defined); (v) qualitative or comparative language, price information or other indications of savings or

value; (vi) an endorsement; or (vii) an inducement to purchase, sell, or use such products or services (the "Excluded Activities"). For the avoidance of doubt and clarification, the granting of exclusivity by Learfield in a sponsorship category (i.e., telecom) to a Sponsor who has the right to use the Marks solely within the category shall not be considered an Excluded Activity.

5.3 Excluded Activities. The Excluded Activities are not permitted under this Agreement and Learfield does not have the right to offer the Excluded Activities to Sponsors or to engage in any way with any person in the Excluded Activities; provided, however, that Learfield may offer Excluded Activities to a person or engage in Excluded Activities if Learfield obtains the prior written approval of the Director of the Department of Athletics. If Learfield engages in any Excluded Activities or any Sponsors secured by Learfield engage in any Excluded Activities, without Learfield first obtaining the prior written approval of the Vice President of Athletics, University shall promptly notify Learfield and Learfield shall forthwith take such action as may be necessary to bring the sponsorship into compliance so as to make it a qualified Sponsorship or eliminate such sponsorship if it cannot be brought into compliance, but in no event shall Learfield be responsible to the University for the amount of any federal unrelated business income tax (or similar tax under the laws of the State of New Mexico) for which the University is liable as a result of the Excluded Activities. For the avoidance of doubt and clarification, relieving Learfield of tax liability in this paragraph does not relieve Learfield of any other liability or damages as a result of offering Excluded Activities to Sponsors or engaging in Excluded Activities.

5.4 Contract with Sponsors. Learfield shall obtain a signed Sponsorship Agreement from each Sponsor in the form of a contract that does not offer Excluded Activities. The University appoints Learfield as its limited agent for the sole purpose of signing Sponsorship Agreements on behalf of the University and collecting revenues on behalf of the University. A current copy of Learfield's form of Sponsorship Agreement will be attached hereto as Exhibit 1.

5.5 Broadcast Rights. Learfield has the exclusive right to obtain Sponsorships on behalf of the University for all radio shows, television shows, and videos and DVDs that it has the right to produce under Section 2 of this Agreement.

5.6 OAS. On behalf of the University, Learfield shall secure Sponsorships for the OAS and Sponsors may be acknowledged with a link to Sponsor websites from the OAS and from Sponsor websites from the OAS by use of hypertext links (provided such sponsor websites do not deep-link, in-line link, frame, copy or aggregate any of the University's content, use any Marks (as defined below), and comply with the OAS' terms of use and privacy policies. At the University's request, Learfield shall use best efforts to remove or have removed promptly a link to a Sponsor's website that, in the University's sole judgment, contains content that might adversely affect the University's tax-exempt status or is inconsistent with the University's policies, mission and image. Learfield shall have the exclusive right to make use of social media platforms including the University's Athletic Facebook, You Tube and Twitter accounts and the right to use and monetize University Athletic Department's content such as game clips and highlights ("Content") which University agrees to supply to Learfield at no cost to Learfield. Content supplied by University to Learfield shall be up-to-date, relevant and enriched with its focus being to drive more traffic to the OAS. University may use its own applications ("Apps") for its athletic teams to be used on mobile devices 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 in any manner such as through the sale of subscriptions for the Apps or the sale of merchandise through the Apps without Learfield's prior approval which will not be unreasonably withheld, delayed or conditioned; provided, however, if any University App is competitive with the rights of any Learfield sponsor, then Learfield's approval may be withheld. Any net revenue derived by University from a University App shall be shared with Learfield on a basis to be negotiated by the Parties in good faith. Further, University agrees that it will not supply Content for the Apps to the detriment of the Content to be supplied by University to Learfield under this Section 5.6. Learfield may create and monetize its own Apps using Content with the net revenue from Learfield Apps included in the calculation of AGR ("Learfield Apps"). University will supply to

Learfield at no cost to Learfield, all licenses, rights, clearances, consents and permissions related to Content which may be required for Learfield Apps. All resulting net revenue derived by Learfield under this Section 5.6 shall be added into the calculation of AGR.

5.7 Game Programs. Learfield shall have the exclusive right to obtain Sponsorships on behalf of the University in all programs printed by Learfield under Section 3.

5.8 Signage. Learfield shall have the exclusive right to obtain Sponsorships for all existing as well as all future temporary or permanent signage (electronic or otherwise) in all the University athletic venues including the University Stadium and the University Arena ("The Pit"). When the University upgrades its existing signage or installs new signage in The Pit including LED or LDP signage or a new jumbotron (collectively the "New Signage"), Learfield shall advise the University about sponsorships interests that will result from the New Signage. The foregoing notwithstanding, the University reserves the rights to utilize signage (electronic or otherwise) for pre-game, half-time, quarter breaks, game time-outs or post-game for the University's promotion of sports, the University or the University events or accomplishments, or athletically-related activities as deemed reasonably necessary by the University but in no event for any commercial underwriting or commercial sponsorship or sponsor of any kind.

5.8.1 Athletic Venue Sponsor Rights. The specific athletic venue sponsor rights licensed to Learfield include the following existing signage:

5.8.1.1 The University Stadium ("Stadium") Elements:

- The University's fixed scoreboard signage
- Any sideline and end-line sponsor panels
- Façade, tunnel and concourse signage
- Electronic ribbon-board fascia displays

- Video displays
- Temporary signage for events as approved by the University which approval will not be unreasonably withheld
- Message Center displays
- Videoboard sponsor displays and promotions at all events
- Public Address announcements at the University events (of an amount similar to such sponsorship announcements used by the University in the past)
- Concourse displays
- Press conference backdrops
- Coaches' headsets
- Temporary logo rights on the field if they are approved by the MWC and the University. Learfield shall be responsible for all expenses relative to said logo rights on the field.
- Plastic souvenir cups and concession (food) containers.
- Field Goal Net signage
- Football Goal Post pad signage subject to NCAA rules
- Cup Holders
- Other opportunities as reasonably approved by the University

5.8.1.2 The Pit Elements:

- Rights to the University's main scoreboard ad panels, auxiliary boards, fascia and vomitory displays except naming rights signage currently in existence
- Any scorer's table, press row or baseline table sponsor panels (rotational or static)
- Message center displays

- Video sponsor displays
- Public address sponsorship announcements (of an amount similar to that used by the University in the past)
- Basketball goal post padding subject to NCAA rules
- Basketball backboard supports subject to NCAA rules
- Temporary or permanent playing surface logo opportunities
- Shot clock sponsor panels subject to NCAA rules
- Static signage opportunities that either currently exist or which Learfield may elect to sell in and around concession areas, facility entries/exits, restrooms, concourses, portal entries/exits into seating areas
- Concourse and lobby displays
- Temporary or permanent and displays for special events
- Plastic souvenir cups and concession (food) containers (conforming to existing agreements, rules, standards, and regulations of the University)
- LED and LDP displays
- The University, opposing team and scorer's table Chairback sponsor
- Press Backdrop
- Team entry cover signage
- Blimp signage
- Temporary logo rights on the court if they are approved by the MWC and the University. Learfield shall be responsible for all expenses relative to said logo rights on the court.
- Other opportunities as reasonably approved by the University

5.8.1.3 Other Athletic Venue Signage Elements:

- Main scoreboard panel sponsor displays (rotating or static)
- Any sideline and endline sponsor panels
- Message center displays
- Public address announcements
- The University and opposing team bench signage
- Playing surface logo opportunities, as approved by the University
- Static signage opportunities that either currently exist or which Learfield may elect to sell in and around concession areas, facility entries/exits, restrooms, concourses, portal entries/exits into seating areas
- Temporary signage and displays for special events
- Plastic souvenir cups and concession (food) containers
- Field fence panel signage
- Other opportunities as approved by the University

5.9 Existing Message Board, Videoboard Rights, and Public Address

Announcements. Learfield shall have the exclusive rights to secure

Sponsorships for announcements, messages and videoboard displays on existing public address, scoreboards or videoboards including out of town scores, trivia, statistics, features, segments, replays, sponsor logo branded messages and contests at all the University campus athletic venues and at the Stadium, and at the Pit as well. University will provide Learfield necessary execution support for message boards, video boards and public address announcements.

5.9.1 Maintenance of Sponsor Signs, Message Boards and Videoboards.

Learfield shall be responsible for all costs and expenses relative to any copy or art changes or replacement of existing signs, including the identification of new sponsors or the repair or upgrade of existing sponsor signs. The University will remain responsible

for the maintenance and necessary repairs of both the existing and any new permanent signage and equipment, including the videoboards, rotating signage and static signage.

5.9.2 New Inventory Items. It is understood and acknowledged that from time to time the University may wish to install new items or upgrade existing items which are capable of adding to the inventory available under this Agreement or enhancing the existing inventory ("New Inventory Items") for Sponsorships. The Sponsorship rights for all New Inventory Items shall belong exclusively to Learfield. The net revenue received by Learfield from any New Inventory Items shall be added to the AGR (as defined in Section 10.1) each year.

5.9.3 Temporary Signage at Neutral Venues. The University will cooperate with Learfield to obtain exclusive rights to secure Sponsorships for existing signage or to create temporary signage for Sponsorships at University games or events which occur at a neutral venue. Any temporary signage shall be paid for, erected, maintained and operated at the sole cost and expense of Learfield.

5.9.4 Relocation of a University Home Game. If during the Term, one of the University's home football games that has been scheduled to take place in one of University's athletic venues is moved to a neutral location or to the visiting team's location as a result of a Prevention Event or for any other reason beyond the control of Learfield ("Displaced Game"), a fair and equitable reduction in the Guaranteed Licensing and Rights Fee and a corresponding adjustment to the AGR Additional Payment Hurdle amounts shall be negotiated in good faith by the Parties in recognition of the sponsorship revenue affected which results from a Displaced Game; provided, however, if the Displaced Game is replayed in the same season with another home game involving the original team, or if Learfield 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 any reduction in the Guaranteed Licensing and Rights Fee or any adjustment to the AGR Additional Payment Hurdle.

5.10 Naming Rights. Notwithstanding anything contained in this Agreement to the contrary, if the University executes a new naming rights agreement or amends any

existing naming rights agreement for the University Stadium, The Pit or any other University Athletic Venue ("New Naming Rights Agreement"), and if as a result of the New Naming Rights Agreement, the inventory that Learfield had available in the renamed athletic venue is diminished, altered or eliminated, the University will either replace inventory to Learfield's reasonable satisfaction, or reduce the Guaranteed Licensing and Rights Fee by a reasonable amount to be mutually agreed upon; and the AGR Threshold Amount shall be adjusted by an amount to be mutually agreed upon, provided, however, that any reduction in the Guaranteed Licensing and Rights Fee shall apply only to reduction in inventory for corporate Sponsorships in the facility to which the naming rights have been licensed and shall not apply to inventory for the University's private donors.

University agrees that with respect to any Learfield sponsors who hold exclusive sponsorship rights within a particular category (i.e., telecom) under their contracts with Learfield ("Exclusivity Sponsor"), University will not enter into any naming rights or similar agreement with a competitor of the Exclusivity Sponsor, but should that occur (a "University Action") and Learfield loses the sponsorship of the Exclusivity Sponsor or is liable to the Exclusivity Sponsor for breach of contract, the Guaranteed Licensing Fee shall be reduced by the total revenue lost by Learfield or owed to the Exclusivity Sponsor as a result of the University Action. In addition, a further reduction in the Guaranteed Licensing Fee will be negotiated in good faith in recognition of the fact that the category affected by the University action is no longer available to Learfield for sponsorship sales.

5.11 Printed Promotional Items. Learfield shall have the exclusive right to secure Sponsors for all the University Athletic Department's printed promotional items including team rosters, ticket backs, parking passes, roster cards, media guides, ticket applications and mailer inserts, ticket envelopes, posters, sports calendars, fan guides, trading cards and schedule cards ("Printed Materials"). The University and Learfield will mutually agree on content and amounts of Printed Materials. However, the quantity (numbers produced) and quality will be no less than that which was being produced by or for the University historically. Learfield shall provide all Sponsor logo and materials

to the University in a timely manner in accordance with production schedules provided to Learfield. The University will be responsible for payment of all expenses and costs of Printed Materials at the historical levels, with the following exceptions: Learfield will be responsible for payment of all printing costs related to the printing of all media guides, schedule cards, and posters. The number of media guides provided will be consistent with the number historically printed by the University.

5.12 Game Sponsorship and Promotional Sponsor Rights. Learfield will have, at a minimum, the right to secure Sponsors for pre-game, time-out, half-time, and quarter breaks sponsored promotional activities and special game day on-field and on-court promotions or contests as well as official game sponsorships. The University reserves the right to use, at no cost and expense to Learfield, any pre-game, half-time, quarter breaks, game "time-outs," and post-game for the University's need to promote the University fundraising efforts, development projects, sports, the University or the University events or accomplishments, or athletically related activities. However, University agrees that its activities will not abrogate the value of sponsorships obtained by Learfield. Promotional sponsorship activities may include premium item giveaways, fan contests on the field, floor, or in the stands, sponsored entertainment acts, product samplings, inflatables, games, temporary or permanent, couponing and free product distribution and product displays; provided, however, that this is not intended to exclude approved University student organizations' fundraising activities and other similar on-field/on-court recognition. By the 1st day of June each year, Learfield will advise the University of its annual game/event sponsorship plan. Learfield will be responsible for providing either a premium giveaway item or a quality half-time performance for up to four home football games, seven home men's basketball games, five home women's basketball games, and one baseball, softball, men's soccer, women's soccer, and volleyball home game each Athletic Year. The exact total number of games and the number of premium giveaway items per each game will be mutually agreed upon by Learfield and the University and will not be less than the number of games and promotional items offered by the University in the historic past. It is understood that the cost of providing the premium giveaway items or quality half-time performances will be passed on to and paid by corporate sponsors, as in the past.

5.13 Game Day Hospitality Rights. Learfield shall have the exclusive rights to manage and secure corporate Sponsorships for the hospitality tents and the field level suites ("Hospitality Rights") and any revenue derived from such Hospitality Rights shall be added to the AGR (as defined in Section 10.1). Learfield will be responsible for payment of costs associated with Hospitality Rights. Nothing in this Section 5.13 allows Learfield to serve alcohol in association with Hospitality Rights, either inside or outside the University Stadium; provided, however, that Learfield and the University will make a good faith effort to negotiate a separate agreement allowing Learfield to serve alcohol in association with Hospitality Rights, which agreement will require that Learfield hold the University harmless from any and all potential liability arising from the serving of alcohol and is consistent with the University policies relating to the serving of alcohol as well as New Mexico law. Notwithstanding the foregoing proviso, the Parties acknowledge that any decision concerning use of alcohol by any person, whether or not a Party to this Agreement, in association with Hospitality Rights is at the discretion of the President of the University of New Mexico ("President") and the President's decision concerning any use of alcohol shall be final and cannot be challenged by the Parties. The Parties shall, however, be entitled to request that the President re-consider his/her decision not to allow the serving of alcohol in association with Hospitality Rights in any Athletic Year following the Athletic Year to which the President's decision applies.

5.14 Fan Festival Rights. Learfield shall have the exclusive right to obtain corporate Sponsorships for any historical interactive fan festival or related activities as well as those that Learfield creates in the future for events such as men's and women's basketball. The net sponsorship revenue from such events shall be added to the AGR (as defined in Section 10.1). Learfield will be responsible for payment of costs associated with such fan festivals.

5.15 Licensing Opportunities & Sponsorship Promotions.

5.15.1 Use of Marks. Learfield agrees that the sale of merchandise bearing the University's logo or the Marks by Learfield is prohibited unless such sales occur through a licensed University provider. The Guaranteed Licensing and Rights Fee is based in

part upon Learfield's ability to continue to obtain specific sponsorships in public places which use the Marks ("Sponsorships Including Logo" or "S.I.L."). Learfield shall have the right to obtain S.I.L. throughout the Term of this Agreement subject only to the University's approval of the context and artwork used in S.I.L. Such approval will not be unreasonably withheld by the University. Notwithstanding the foregoing, Learfield is expressly prohibited from licensing to any Sponsor the right to use the Marks other than for nominative fair use in accordance with 15 U.S.C. § 1115(b)(4) of the Trademark Act (i.e., use of the Marks descriptively and other than in a trademark sense). Learfield acknowledges that: (a) the Marks are valuable intellectual property assets of the University, (b) all permitted use of any of the Marks is a licensed use, and (c) all goodwill arising from such use shall inure exclusively to the University.

5.15.2 Collegiate Licensing Agreements. To the extent the University has in existence any collegiate licensing agreement ("Licensing Agreement"), the University shall provide Learfield with a copy of the Licensing Agreement and Learfield shall not exercise any rights under this Agreement which, if exercised, would violate the terms and conditions of the Licensing Agreement. The University agrees not to execute any additional licensing agreements or amend or modify any existing Licensing Agreement if, as a result thereof, Learfield's rights under this Agreement are diminished. If Learfield does not sell S.I.L. at the same or higher than historical level for reasons not attributed to Learfield's efforts, the Parties will agree upon an appropriate offset against the Guaranteed Licensing and Rights Fee.

5.15.3 Athletic Event Tickets. Learfield and Sponsors will have the right to use tickets in their corporate promotions and all their projects which are related to Learfield's rights under this Agreement. The University and Learfield will prohibit the use of athletic event tickets for promotional purposes by other parties that compete with Learfield's sponsorship sales efforts ("Restriction") without the approval of both the University and Learfield. The University agrees to place an appropriate notice on all athletic event tickets in order to give effect to the Restriction.

5.16 Rivalry Series. The Parties will cooperate in the development of additional Sponsorship opportunities, including the right to market and/or create one or more corporate-sponsored rivalry series for all athletic events. Specific details of any new rivalry series events will require the approval of the University which approval will not be unreasonably withheld. Learfield will have the exclusive right to obtain Sponsorships for any rivalry series which is created by Learfield as well as all neutral site games whose rights belong to the University and not the other team, including Sponsors for the game, printed materials and other promotional items.

5.17 Prohibited Categories of Sponsorship. Learfield agrees that it shall not obtain the following categories of sponsors throughout the entire Term of this Agreement, unless otherwise agreed to by the University:

- Gambling (except state authorized lottery and gaming establishments)
- Liquor (Malt beverage or wine is permitted; however, malt beverage and wine signage sponsor is prohibited within the University's athletic venues.)
- Prophylactics
- Erectile dysfunction medication, including Viagra, Cialis, and Levitra
- Feminine hygiene products
- Tobacco products
- Sexually explicit materials.

5.18 Retained Sponsorship Agreements. The University will retain those sponsorship agreements which include tickets as the major component of such sponsorship agreements and the Guaranteed Licensing and Rights Fee set forth in Section 9.1.4 will be reduced by the net value of those sponsorship agreements retained by the University. The University agrees that Learfield's exclusive rights to secure Sponsorship under this Agreement contemplate allowing Learfield to substantially expand Sponsorship opportunities to create additional streams of revenue.

The Parties acknowledge and agree that the University is not transferring: 1) any

rights or revenue associated with the University's exclusive clothing uniform, sports equipment, shoe contract with Nike, or any extensions or amendments thereto, or any new contract with Nike; or 2) any portion of the University's pouring rights, although the revenue associated with inventory controlled by Learfield and generated by such pouring rights for the Athletics Department will be transferred.

5.19 Efficient Operation of Sponsored Events. Except as otherwise provided in this Agreement, Learfield will furnish all labor, management, supplies, and equipment necessary to fulfill its obligations under this Section 5; provided, however, that the University will provide reasonable and as available non-cash assistance for Sponsorship fulfillment and execution (principally, execution of game-day promotions for Learfield's sponsors) at no expense to Learfield.

5.20 Tickets, Parking and Other Merchandising/Hospitality.

5.20.1 Football and Basketball Game Tickets. The University shall provide Learfield, at no cost to Learfield, not less than the same historical number of tickets in the same or better historical locations to football and men's and women's basketball games which were provided or allocated to sponsors for the 2012 – 2013 athletic season ("Base Ticket Amount"), a spreadsheet of which is attached to this Agreement as Schedule 5.20.1 and by this reference made a part of this Agreement. Some tickets allocated to certain sponsors listed in Schedule 5.20.1 will be retained by the University; the corresponding value of these tickets to be retained by the University is indicated in Schedule 5.20.1 and will be deducted from the Guaranteed Licensing and Rights Fees in Section 9.1.

5.20.2 Additional Athletic Event Tickets. In addition to the Base Ticket Amount, Learfield shall have the right to purchase additional tickets from the University, the quality of which will be based upon availability and the tickets afforded the highest level of donor status by the University ("Additional Tickets"). The price for the Additional Tickets shall be the lowest available price charged by the University for the same quality of ticket.

5.20.3 Parking Passes. The University shall also provide Learfield, at no cost to Learfield, the same number of parking passes with comparable or better locations as are provided to Learfield for the 2012 – 2013 Athletic Year (the “Historical Amount”). Learfield will be responsible for reimbursing the University for the cost, if any, of parking passes in excess of the Historical Amount. The University will use reasonable efforts to provide parking passes in desirable locations.

5.21 Learfield’s Right to Purchase Bowl Game Tickets. During each year of the Agreement, the University will provide Learfield the right to purchase 60 bowl game tickets, 12 men’s and women’s MWC basketball all session tournament tickets, 48 men’s and women’s MWC basketball championship tickets, 20 men’s and women’s basketball NCAA first- and second-round tickets, 32 NCAA men’s and women’s regional tickets and 50 Men’s and Women’s Final Four tickets (with a minimum of 12 Final Four tickets in the lower arena) contingent upon the University teams advancing to the respective post-season game or level. The quality of the tickets allocated to Learfield will be proportional to the quality of the total tickets made available to the University. If, for example, one-third of the University’s tickets are in the lower level of the MWC Tournament, one-third of Learfield’s allocation of tickets will be in the lower level, as well.

5.22 Additional Broadcast, Digital, Social Media, Content and Athletic Venue Rights. Learfield shall also have throughout the Term, exclusive sponsorship rights associated with all digital platforms now existing or which may exist in the future such as Athletics-specific (but not, for example, coach-specific or program-specific) social media, e-mail, and mobile phones and tablets; provided, however, with respect to social media, before Learfield sells any sponsorships into social media, it must first obtain University’s prior approval which approval will not be unreasonably withheld, delayed or conditioned and provided further, nothing in this Section 5.22 shall prevent University from selling into social media so long as Learfield’s sponsorship categories and its sponsors within such categories are protected. For clarification purposes, the sale into social media by University to a third party whose products or services are competitive with a Learfield sponsor, whether or not Learfield’s sponsor is also

advertising on University's social media platforms, would not be allowed. University agrees that none of its coaches may use social media of any kind to promote or sponsor a product or service of a third party or promote the third party itself, it being agreed and understood that such rights belong to Learfield and not to any University coach. The Parties recognize that from time to time forms or methods of distributing broadcasts and/or delivering Content may arise or be created that were not contemplated by the Parties and specifically mentioned in this Agreement ("New Technology"). The rights to distributing and delivering Content by or through any form of existing technology and New Technology shall be included as part of the exclusive rights granted to Learfield (for methods which they produce, i.e., English radio), and the net revenue from such rights shall be added to the AGR. Irrespective of whether any such rights are commercialized by Learfield prior to the MWC obtaining the same or similar rights on a conference-wide basis which includes the University ("Conference Agreement"), if the MWC requests that University be included in the Conference Agreement, University must first obtain Learfield's approval which will not be unreasonable withheld, conditioned or delayed, but if granted shall require all revenue derived from the Conference Agreement attributable to the University be paid by University to Learfield who shall include such revenue in the calculation of AGR. During the Term of this Agreement, other "Platforms" may be installed in University's athletic venues which are capable of providing Sponsorship opportunities, promotional programs, social media content and distribution and video content including, but not limited to, game action, replays and additional cameras (collectively the "Athletic Venue Opportunities"). The Platforms which are capable of producing the Athletic Venue Opportunities include, but are not limited to, IPTV, Closed Circuit Video Systems, WiFi/DAS Splash pages, Interactive and Digital Applications and Screens/Kiosks throughout an athletic venue. Throughout the Term, Learfield shall have the exclusive right to sell sponsorships and promotional programs and make use of the Video Content surrounding the Athletic Venue Opportunities using the Platforms and the net collected revenue shall be included in the calculation of AGR under Section 10.1

6. OTHER RIGHTS. Notwithstanding anything contained in this Agreement to the contrary, it is agreed that from time to time forms or methods of media distribution

rights, including, but not limited to digital media rights, may arise or be created that might not have been contemplated or specifically mentioned in this Agreement, and the inclusion of these rights in this Agreement shall be governed in accordance with Section 1.3 and the net revenue from such rights shall be added to the AGR (as defined in Section 10.1).

6.1 Correspondence Rights. Throughout the Term of this Agreement, University grants Learfield the exclusive right to sell sponsorships on e-mail newsletters and any other correspondence deemed appropriate mutually by Learfield and Athletics to any and all e-mail addresses in the possession of University's athletic department, including, but not limited to ticket buyers and booster club members; provided, however, before exercising these rights, Learfield shall obtain the consent of University which consent will not be unreasonably withheld, conditioned or delayed. The net sponsorship revenue collected from such sponsorships shall be included in the calculation of AGR.

6.2 Outbound Ticket Sales. If University wishes to outsource its outbound ticket sales for football and/or men's basketball games over which it has the right to sell tickets, ("Outbound Ticket Rights"), it shall notify Learfield whereupon Learfield shall have a right of first refusal ("Ticket ROFR") to obtain the Outbound Ticket Rights which it must exercise within forty-five (45) days of University's notification to Learfield. If Learfield exercises its Ticket ROFR, Learfield may enter into a contract on behalf of the University with a third party ("Third Party Contractor") to administer the Ticket Rights ("Ticket Rights Contract") on such terms and conditions as mutually agreed upon between the University and the Third Party Contractor which sets forth the specific services to be performed by the Third Party Contractor, the items to be provided by University at no cost to the Third Party Contractor to facilitate its performance under the Outbound Ticket Rights Contract and the fees and/or commissions to be paid by University. Any and all fees and/or commissions paid by University under the Ticket Rights Contract shall be excluded from the calculation of AGR. If Learfield does not exercise its Ticket ROFR, University may contract with another third party for the Outbound Ticket Rights.

6.3 Blogs. University grants Learfield the rights throughout the Term to provide ongoing, regular and real-time commercial coverage of University athletic events which not only includes the game itself but also includes pre-game, half-time, quarter breaks and post-game broadcasts ("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 or "Game Coverage" ("Blog Sponsorship"). 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 primarily to Athletics may contain any commercial underwriting or commercial sponsorship of any kind. If either the University or Learfield becomes aware of any third party commercial blog which includes blog or blog-type Game Coverage or Blog Sponsorship or a blog which violates the MWC Policy the parties will cooperate to take whatever steps they mutually agree are appropriate to respond to the violating Blog. The parties acknowledge that non-commercial student or fan blogs are outside the scope of this paragraph.

7. SUITE SALES. LEARFIELD Shall have the exclusive right to the use of, and revenues generated from, nine (9) luxury suites in the University Stadium during each year of the Term as well as the tickets related to each suite in consideration of Learfield's annual payment to the University of \$158,000 ("Suite Fee"). All revenues generated by Learfield from such suites shall be added to AGR. If the University renovates the suites or creates additional suites in the University Stadium during the Term, Learfield will negotiate in good faith with the University to arrive at a mutually agreeable adjustment to the Suite Fee. If the University creates new suites in The Pit ("Pit Suites"), and should the University decide to work with an outside agency to secure sales for Pit Suites, Learfield shall have the first opportunity to negotiate in good faith with the University for a reasonable length of time an exclusive representative agreement for Pit Suites sales. Learfield understands that the University may elect not to enter into a representative agreement with Learfield, or any other outside company, for rights to sell Pit Suites. The Suite Fee shall be due

and payable in semi- annual installments on or before December 31st and June 30th of each athletic year of each year of the Term.

8. PARKING, TRAVEL, USE OF FACILITIES, STAFFING AND LEARFIELD FUNCTIONS:

8.1.1 Parking. The University will provide Learfield, parking on all business days at or immediately adjacent to the University's athletic facilities. The University will also provide all-access credentials and parking on all game days for Learfield's staff members and its senior executives, in a manner similar to that provided by the University to its staff. Fees for parking will be included in the rental for office space under Section 8.1.3.

8.1.2 Air Carriage. The University will provide Learfield with space on chartered aircraft carrying the University's football team to at least four away games per season for up to four people for Learfield's Sponsor development. The University will also make reasonable efforts to provide Learfield with space on chartered aircraft, if available, carrying the University's men's and women's basketball teams for up to four people for Learfield's Sponsor development.

8.2 Office Space. The University acknowledges and agrees that Learfield's performance under this Agreement and the resulting benefits to the University will be enhanced if Learfield is provided office space on the campus of the University, preferably near the University's Athletic Department. In addition to the compensation received under the terms of this Agreement, the University will lease office space for the Term of the Agreement ("Leased Premises") for \$20,000.00 per year. Any changes or enhancements relative to the Leased Premises and furniture therein shall be at the sole cost and expense of Learfield, and shall be at the prior written consent of the University. If provided by the University, the Leased Premises shall be of a size and quality to accommodate up to four (4) full-time Learfield employees and one intern. Learfield may, in its sole discretion, hire additional personnel. If the Leased Premises are provided by the University, it will provide Internet hook-up, phone access, and telephone access to Learfield in the Leased Premises with the costs of such services to be tracked

by the University and reimbursed monthly by Learfield. In no event shall Learfield be responsible for paying any other expenses relating to the Leased Premises other than the lease payments specified above, out-of-pocket expenses such as Internet access, phone charges and office supplies. If Learfield needs to expand its staff to carry out its responsibilities under this Agreement, subject to availability, the University shall make a good faith effort to provide Learfield additional office space, to accommodate such need and, at the University's sole and reasonable discretion, in reasonable proximity to Learfield's Leased Premises, or in different space large enough to accommodate all of Learfield's needs. The Parties will mutually agree on the rental for such additional office space.

9. FEES AND PAYMENTS.

9.1 Guaranteed Licensing and Rights Fee. As payments for the intellectual property rights licensed to Learfield under this Agreement and fees for other rights licensed under this Agreement, Learfield will pay the University a Guaranteed Licensing and Rights Fee during the Term in the amounts set forth below. Such amounts are non-cumulative.

9.1.1 Assumption. The Guaranteed Licensing and Rights Fee described below is based upon the following assumption (the "Assumption"). All of the rights licensed exclusively to Learfield under this Agreement are available to Learfield throughout the Term as set forth herein.

9.1.2 Revisions of the Guaranteed Licensing and Rights Fee. If the Assumption does not occur, if it is inaccurate, or it does not remain in effect throughout the Term (each an "Assumption Default") or if the inventory or elements are materially altered or eliminated, the University will, in the case of inventory, either replace inventory or alleviate any problem associated with such inventory to Learfield's reasonable satisfaction. If the inventory cannot be replaced or the problem associated with such inventory cannot be alleviated and in the case of an Assumption Default, the Guaranteed Licensing and Rights Fee shall be reduced accordingly as negotiated by

the Parties as Learfield's sole and exclusive remedy and the University's sole obligation to Learfield under this Section 9.1.2.

9.1.3 Payment of the Guaranteed Licensing and Rights Fee. All Guaranteed Licensing and Rights Fees owed by Learfield shall be paid in semi-annual installments on or before December 31st and August 31st of each Athletic Year, with a final distribution of any income derived through the agreed revenue sharing formula or other adjustments made on or before August 31st of the following Athletic Year.

9.1.4 Amounts of yearly Guaranteed Licensing and Rights Fee

<u>Athletic Year</u>	<u>Guaranteed Licensing and Rights Fee</u>
2012 – 2013	\$4,740,000
2013 – 2014	\$4,668,000
2014 – 2015	\$4,668,000
2015 – 2016	\$4,668,000
2016 – 2017	\$4,768,000
2017 – 2018	\$4,868,000
2018 – 2019	\$4,968,000
2019 -- 2020	\$5,068,000

9.1.5 Bonus Payment. In addition to the Guaranteed Licensing and Rights Fees payable under this Agreement, Learfield will make a one-time payment to the University in the amount of \$500,000.00 to be paid in two equal installments (\$250,000 each) on August 30, 2016 and August 30, 2017.

9.1.6 Credits for Certain Sponsor Payments. If the University receives revenue payments directly from a Sponsor, Learfield may subtract such revenue from the Guaranteed Licensing and Rights Fee. However, this provision does not apply to

those revenues received by the University from the retained Sponsorship Agreements specified in Section 5.18.

9.2 Trade Income. The amount of in-kind, trade benefits for the Athletic Year ending June 30, 2013 shall be \$160,000.00. For each Athletic Year thereafter throughout the remainder of the Term, Learfield will secure a total of \$200,000 of in-kind trade. Media trades included in kind trade amounts may be handled by the University upon mutual agreement of both Parties. Learfield will receive a rights fee credit against then current cash fair market value of the trade of 60% of the fair market value of any additional trade benefits above the \$200,000 which are provided to the University by Learfield in the year in which such additional trade benefits are realized.

9.3 Events Causing Reduction to Guaranteed Licensing and Rights Fee.

Notwithstanding anything contained in this Agreement to the contrary, a fair and equitable reduction in the Guaranteed Licensing and Rights Fee will be agreed upon by Learfield and the University as Learfield's sole and exclusive remedy and the University's sole obligation to Learfield if any one or all of the following events occur and thereby reduce Learfield's revenue during the Term of this Agreement, which reduction will be negotiated in good faith by the Parties unless another manner of reduction is otherwise provided in this Agreement.

9.3.1 Sanctions. The University's football or men's or women's basketball team incurs sanctions which prevent either of them from appearing in conference championship games or post season conference, NCAA, or NIT tournaments (basketball) or playoff/bowl games (football) or reduce the number of scholarships which can be offered; or

9.3.2 No Conference Membership. The football, men's basketball or women's basketball programs are no longer a member of the MWC (or any other comparable athletic conference); or

9.3.3 Level of Athletic Activities. One or more of the University's major athletic programs (i.e., football, men's basketball or women's basketball) is eliminated or substantially curtailed; or

9.3.4 Prevention Events. Should any acts of terrorism, acts of state or the United States in their respective sovereign capacities, strikes, labor shortages, epidemics or any natural disaster, including flood, fire, earthquake, tornado, hurricane or extremely severe weather condition, drought, loss of power, whether or not resulting from a natural disaster (collectively a "Prevention Event"), prevent a University home or neutral site game at which University holds the Sponsorship rights being played at its originally scheduled athletic venue at its originally scheduled time; (provided, however, the Parties recognize that it is preferred that the 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 another neutral venue, and that rescheduling a home game due to a Prevention Event will not result in any reduction in the Guaranteed Licensing and Rights Fee payment unless Learfield is contractually required to refund or credit one or more of its Sponsors as a result of such Prevention Event); or

9.3.5 Reduction of Opportunities. If any existing inventory, category or sponsor that Learfield obtains or takes over from the University is later eliminated through no fault of Learfield such as the NCAA eliminating all malt beverage sponsors; or

9.3.6 Prohibited Sponsors; Contract Categories. If Learfield is not permitted to solicit support from any category of sponsor not specifically prohibited herein or to continue to sell all inventory managed or sold by Learfield at any time during the Term of this Agreement (collectively the "Contract Categories") for any reason through no fault of Learfield, a dollar-for-dollar credit and reduction in the amount of revenue lost from any such Contract or revenue received within the Contract Categories as Learfield's sole and exclusive remedy and the University's sole obligation to Learfield

shall be made from the Guaranteed Licensing and Rights Fee in recognition of Learfield's loss of revenue; or

9.3.7 Change in Sponsorship Rules. If Learfield is prevented by the University from soliciting sponsorships (including permitting the usage of the Marks) in the same manner in which it has historically been provided; or

9.3.8 Changes in Rules and Regulations; Conference Action or Conference

Change. If after the execution of this Agreement, the MWC or the then athletic conference to which University belongs, by agreement(s) with or on behalf of its member institutions including University and one or more third Parties, eliminates or diminishes any rights which Learfield otherwise holds under this Agreement ("Conference Action"), and if as a result of any Conference Action, Learfield loses part or all of a source of revenue, or, if there is a Material Rule Change or a Conference Change that materially diminishes or restricts Learfield's ability to obtain and/or renew sponsorship agreements or to otherwise exercise its licensed rights under this Agreement, then the Guaranteed Licensing and Rights Fee shall be reduced on a dollar-for-dollar basis by the amount of revenue Learfield loses as a result of the Conference Action or Material Rule Change beginning with the Athletic Year in which the Conference Action or Material Rule Change occurs ("Initial Rights Fee Reduction Amount") and continuing thereafter for the remainder of the Term; provided, however, the Initial Rights Fee Reduction Amount shall increase by five percent (5%) in each Athletic Year beginning with the second Athletic Year in which the Conference Action or Material Rule Change occurs and continue increasing by that same percentage thereafter for the remainder of the Term.

The Parties agree that they will negotiate in good faith for a period of sixty (60) days regarding such equitable adjustment of the Guaranteed Licensing and Rights Fees payable in the affected Athletic Year(s). Learfield agrees that it will provide University with written documentation and statements to describe the impact of the Material Rule Change or Conference Change on Learfield's ability to exercise the licensed rights.

For purposes of this section, a "Material Rule Change" means (a) any change in the Rules, (b) any change in applicable constitution, bylaws, regulations or policies of

the NCAA or any Athletic Conference in which University is a member, (c) any change in any NCAA and Athletic Conference policies and agreements, (d) any change in policy or practices of University or its athletics department related to the licensed rights, including, without limitation, any restrictions or limitations on the nature of permissible categories for which Learfield may sell sponsorships, or (e) any other change in restrictions or impairments upon Learfield's exercise of its sponsorship or related rights with respect to the licensed rights caused by actions of University, its employees, agents or anyone affiliated with University (which action is not previously approved by University).

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 Athletic Conference, whether because of (a) University's withdrawal or departure from a Conference with which it is a member (b) the Athletic Conference disbands or merges with another conference, or (c) there are more than two member changes in the Athletic Conference's membership within any 24-month period (whether voluntary or involuntary departures or whether additions or contractions); or

9.3.9 Material Adverse Publicity If, during the Term of this Agreement, University and/or its athletics program is the subject of Material Adverse Publicity, whether due to sanctions by the NCAA for major violations in its athletic programs, or otherwise, which Material Adverse Publicity materially diminishes or restricts Learfield's ability to obtain sponsorship agreements or to otherwise exercise the licensed rights, then there shall be an equitable adjustment in the Guaranteed Licensing and Rights Fees payable in the affected Athletic Year(s) to reflect the impact of the Material Adverse Publicity.

The Parties agree that they will negotiate in good faith for a period of sixty (60) days regarding such equitable adjustment of the Guaranteed Licensing and Rights Fees payable in the affected Athletic Year(s). Learfield agrees that it will provide University with written documentation and statements to describe the impact of the Material Adverse Publicity on Learfield's ability to exercise the licensed rights.

For purposes of this section, "Material Adverse Publicity" means public attention or scandal in the form of television, print media, internet news reports, or other public news reporting, after the date hereof, that arises from and relates to activities, conduct, investigations or situations on campus at University or affecting or relating to University's athletic programs and which public attention or scandal is of such a negative or adverse nature that sponsors or potential sponsors considering sponsoring University athletics are prompted to discontinue sponsorships or the pursuit of new or replacement sponsorships as a result of not wanting to be associated with the negative image or scandal; provided, however, that such Material Adverse Publicity must not have been directly caused by any act or omission of Learfield or its employees or subcontractors.

If, during the term of this Agreement, Learfield is the subject of Material Adverse Publicity, the University shall have the right to terminate this Agreement in accordance with Section 14.

9.3.10 Events Causing Increase. If, during the Term of this Agreement, there is a Conference Change, or realignment of the MWC or the conference to which the University then belongs, or any other event that University believes has the effect of increasing the value of Learfield's rights under this Agreement, then the Parties will negotiate in good faith to determine the effect, if any, on the Guaranteed Licensing and Rights Fee. University agrees that it will provide to Learfield written documentation to substantiate such increased value of Learfield's rights.

9.4 Payments Received by the University. All payments made to the University under this Section 9 and otherwise made by Learfield under and in connection with this Agreement are nonrefundable to Learfield or to any other third party; provided, however, if a reduction in the payments to the University is agreed upon by University and Learfield or provided for under the provisions of Section 9.3, but Learfield has already made a payment for the period covered by the agreed upon or applicable reduction, then Learfield may reduce the amount of the next required payment to University by the amount of the applicable reduction; provided, however, if the event giving rise to the reduction in the payments to the University occurs during the

last year of the Term; then Learfield may withhold from its payments in the last year of the Term the applicable reduction amount. Learfield acknowledges that all payments made by or on behalf of Learfield to the University are for valuable, sufficient, and adequate consideration received by Learfield for the licenses and performances of the University bargained for under the terms of this Agreement and, consequently, are absolute and nonrefundable.

9.5 Loss of Exclusivity. Learfield's failure to pay the University the pertinent Guaranteed Licensing and Rights Fee, as adjusted to reflect any of the Events stated in 9.3, provides the University the right, at its option, to convert Learfield's exclusive licenses and rights under this Agreement to non-exclusive licenses and rights for the next succeeding year during the Term; provided, however, that Learfield's exclusive rights will not be converted to non-exclusive rights if Learfield has justification in failing to pay the University as a consequence of a bona fide payment dispute between the Parties which is then subject to dispute resolution under the terms of this Agreement. The Parties acknowledge that exclusivity restricts the University's right to seek licensing opportunities and Sponsors for its athletic programs and that such University athletic programs are dependent on such licensing and sponsorship revenues for their continued existence and expansion.

9.6 Vendor Contracts Should a University vendor who also has a sponsorship agreement with Learfield terminate its Learfield sponsorship contract as a result of the University replacing that vendor ("Replaced Vendor"), the revenue that Learfield would have received from the Replaced Vendor shall decrease on a dollar-for-dollar basis the Guaranteed Licensing and Rights Fee under Section 9.1.4. For the avoidance of doubt, the following example describes the situation when a Replaced Vendor arises: University uses XYZ Cable Company as the cable company in its dormitories and XYZ Cable Company is also a Learfield sponsor. University's contract with XYZ Cable Company terminates and a new cable company provider is retained by University. As a result of XYZ Cable Company's contract with the University terminating, XYZ Cable Company then terminates or does not renew its sponsorship agreement with Learfield. Notwithstanding anything contained in this Section 9.6 to the contrary, if the University

is able to replace the sponsorship lost by Learfield from the Replaced Vendor with a sponsorship of equal or greater value in a similar category as the Replaced Vendor ("Replacement Vendor"), then there shall be no reduction in the Guaranteed Licensing and Rights Fee. If, however, the Replacement Vendor's sponsorship fee is less than the amount of the sponsorship fee paid by the Replacement Vendor, then the reduction in the Guaranteed Licensing and Rights Fee shall be limited to the difference between the sponsorship fee paid by the Replacement Vendor and the sponsorship fee paid by the Replacement Vendor.

Should any contract between the University and a vendor be revised or amended in such a manner so as to reduce, infringe upon or eliminate any of the rights granted to Learfield under this Agreement or make it difficult for Learfield to make use of its rights in the University's sole but reasonable discretion the Parties will negotiate in good faith to arrive at an appropriate reduction in the Guaranteed Licensing and Rights Fee.

10. ADJUSTED GROSS REVENUE ("AGR")

10.1 Supplemental Compensation Plan. In addition to the annual Guaranteed Licensing and Rights Fee, Learfield will pay the University as royalties for the license of intellectual property rights and fees for other rights, 50% of collected AGR that exceeds the Additional Payment Hurdles set forth below. AGR is defined as Collected Gross Revenue less agency commissions paid to non-related third party advertising agencies representing sponsors (but does not include any commissions paid to Learfield or an affiliate), required third-party rights fees (such as NCAA or NIT related sponsorship fees) as well as ticket costs, directly incurred fulfillment expenses, refunds made by Learfield, and the amount of any sales, luxury, use or excise tax on sponsorships. Except as otherwise expressly provided in this Agreement, all revenue collected by Learfield in connection with the exercise of its rights and responsibilities under this Agreement shall be included in AGR.

10.2 Additional Payment Hurdles during the Term.

<u>Athletic Year</u>	<u>Additional Payment Hurdle</u>
2012 – 2013	\$7,260,000
2013 – 2014	\$7,188,000
2014 – 2015	\$7,188,000
2015 – 2016	\$7,188,000
2016 – 2017	\$7,388,000
2017 – 2018	\$7,588,000
2018 – 2019	\$7,888,000
2019 – 2020	\$7,988,000

10.3 Vendor Supplier Program. Subject to the conditions described below (“Conditions”), all of which must be satisfied, Learfield will pay University a 25% fee based upon the collected revenue received from a sponsor who is also providing goods or services to the University, who is then strongly encouraged, but in no event required by the University, to purchase a sponsorship from Learfield (“Additional Fee”). The Conditions which must be satisfied before University is entitled to receive an Additional Fee are as follows: (a) the sponsor must not have been doing business with Learfield prior to the University’s introduction of the sponsor to Learfield; or (b) if the Sponsor was already doing business with Learfield, the sponsor increases the amount of sponsorship dollars it spends with Learfield as a direct result of University’s encouragement and in such case only the increase in the sponsorship dollars shall be subject to the calculation of the Additional Fee; and (c) event if the sponsor was not then doing business with Learfield, neither Learfield nor any member of its affiliated company’s national sales force were in negotiations or discussions with the sponsor for obtaining a sponsorship within six (6) months prior to the University’s referral of the sponsor to Learfield. Any Additional Fee earned by University shall

be paid by Learfield to University with the second installment of the Guaranteed Licensing and Rights Fee. In consideration of the payment to University of any Additional Fee, none of the revenue from the sponsor referred to Learfield by University shall be included in the AGR. Any Additional Fee earned by University shall be payable in each year in which the Sponsorship Agreement giving rise to the Additional Fee is in effect.

11. ACCOUNTINGS; AUDIT RIGHTS.

11.1 Accounting. Learfield will render, or cause to be rendered to the University and its attorney(s), annual statements will be made within forty-five (45) days after the last day of Learfield's then-current fiscal accounting period (each a "University Report"). Statements and payments shall be sent to the University at the address for the University provided in Section 14.11 of this Agreement.

11.1.1 University Consent. The University will be deemed to have consented to all accountings rendered by Learfield or its assignees, or successors and all such statements will be binding upon the University unless specific objections in writing, stating the basis thereof, are given by the University within six (6) months of the University's receipt of each the University Report.

11.1.2 Records. Learfield shall keep and maintain at its Jefferson City, Missouri offices ("Headquarters"), until expiration of the Term and for a period of three (3) years thereafter, complete detailed, permanent, true and accurate books of account, records and documents (in whatever medium they exist) (collectively, the "Records") relating to the AGR and to any revenues collected under this Agreement relating to any amounts offset by Learfield against any Trade Income or any Guaranteed Licensing and Rights Fee (collectively, the "Income") in sufficient detail to permit the University to verify the accuracy of any University Report excluding, in all events however, and notwithstanding the fact that Learfield is an limited agent of University under Section 5.4, copies of Learfield's sponsorship agreements which University acknowledges are proprietary to both Learfield and its sponsors and shall not therefore be copied or delivered to University. Such Records shall be kept in accordance with Generally Accepted

Accounting Principles (GAAP). The University shall be entitled to inspect such Records upon reasonable notice to Learfield during regular business hours no more frequently than yearly except upon a showing of cause. Notwithstanding any retention period stated in this Agreement, any Records and other tangible materials relating to a claim arising out of the performance of this Agreement will be retained by Learfield, its agents and subcontractors, if any, until the claim has been resolved. Records that are exempted from copying by this paragraph may need to be produced by Learfield in the event of a dispute over payment.

11.1.3 Audit Rights. The University shall be entitled to audit such Records at Learfield's Headquarters relating to the Income upon ten (10) business days' written notice to Learfield and provided that not more than one audit is conducted every twelve (12) months during each calendar year for other than cause and further provided that such audit shall last not more than ten (10) consecutive business days once begun and does not interfere with Learfield's normal operations. Within thirty (30) days of the completion of the audit, the University will furnish Learfield with a copy of said audit. In the event that the audit discloses that the University has been underpaid \$50,000 or more, Learfield shall reimburse the University for all audit costs. Otherwise, all audit expenses shall be borne by the University. Any dispute regarding such underpayment shall be determined in accordance with the dispute resolution provisions of this Agreement.

12. REPRESENTATIONS AND WARRANTIES.

12.1 By Learfield. Learfield warrants that (a) it possesses or shall obtain all rights necessary to fulfill its obligations under the terms of this Agreement including obtaining any necessary clearances needed for any marketing materials created to promote the Multi-Media and Sponsorship Rights licensed to Learfield by the University under this Agreement, and will employ artists and designers on a work-for-hire basis pursuant to a written contract, signed before the material is created, which states the work is a work-for-hire with the University designated as the "Employer" and the sole owner of the copyrights in such materials, and includes an assignment of all rights in such material to the University, (b) there are and, to the best of Learfield's knowledge and belief, will be,

no claims, actions, suits, arbitrations or other proceedings or investigations pending or threatened against or affecting Learfield's ability to fulfill its obligations as licensee or otherwise under this Agreement, at law or in equity, or before any federal, state, country, municipal or other governmental instrumentality or authority, domestic or foreign, (c) Learfield will use its commercially reasonable efforts to diligently promote the Multi-Media and Sponsorship Rights licensed to Learfield by the University under this Agreement, and (d) Learfield shall use the Multi-Media and Sponsorship Rights licensed by the University in compliance with the Communications Act of 1934, as amended, all applicable rules and regulations of the Federal Communications Commission and all other state and federal laws pertaining to the production, duplication, distribution and broadcast of program material and shall refrain from accepting any compensation, gift or gratuity whatsoever (regardless of value or form) if such compensation, gift or gratuity is received directly or indirectly, under any express or implied agreement, understanding or authorization, affecting in any way the programming content in a manner contrary to Sections 317 and 507 of the Communications Act of 1934, as amended, or Sections 73.1212 and 4180 of the rules and regulations of the Federal Communications Commission.

12.2 By the University. The University represents that (a) all content furnished under this Agreement is either original material or, in the event the University furnishes content that is not an original work of authorship, including works by third parties, the University shall obtain or has all rights to such non-original material, (b) it has the right to license Learfield the Licensed Rights, (c) it shall be responsible for all payments required to be paid to third parties for the exploitation of the Licensed Rights in the form as licensed to Learfield by the University under this Agreement; (d) 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; (e) University is authorized to timely carry out and/or fulfill any obligation of University to Learfield under this Agreement; and (f) except for any existing agreements with the MWC or the NCAA which were in effect on the date of this Agreement and stated herein, 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. University will use reasonable efforts to assist Learfield in protecting the Licensed Rights.

Each Party represents to the other that:

12.3.1 It is qualified to do business in the State of New Mexico and that it shall take such action as, from time to time hereafter may be necessary to remain so qualified.

12.3.2 It is not in arrears with respect to the payment of any monies due and owing the State of New Mexico, or any department or unit thereof including the payment of taxes and employee benefits, and that it shall not become so in arrears during the Term of this Agreement.

12.3.3 It shall comply with all federal, State and local laws applicable to its activities and obligations under this Agreement.

13. PROPRIETARY RIGHTS; RESPONSIBILITIES.

13.1 Proprietary Rights. It is understood, acknowledged and agreed by Learfield that the athletic programs and the Multi-Media and Sponsorship Rights licensed to Learfield under this Agreement (the "Property") are the sole and exclusive property of the University and that the University owns all right, title and interest including all intellectual property rights in and to the Property and any broadcast programs and other forms of exploitation of such Rights whether as original or derivative works within the meaning of the Copyright Act, the copyright(s), inventions (whether or not patentable), and other proprietary rights in such Property, or otherwise (the "Rights"). The University shall exclusively own all the Rights in and to the video, print and other materials, trademarks and copyrights worldwide in and to the Property produced by Learfield except for such limited rights expressly granted to Learfield under the terms of this Agreement. Notwithstanding the foregoing, all transmission and other media rights in the Property and its embodiments, now known or developed or available in the future, in all formats or presentations, including the Internet and any translations shall be owned by the University. Learfield acknowledges and agrees that no Reserved Rights or other

rights not specifically granted herein in the Property are granted to Learfield either under this Agreement or otherwise, express or implied or by estoppel. Notwithstanding anything in this Agreement to the contrary, all creative and/or final production decisions pertaining to the Property including moral rights, rights of attribution or integrity and publicity, remain and are exclusively within the sole discretion of the University to assure the consistency of the Property's style, presentation, overall impression, and content. To the extent permitted under the United States Copyright Act (17 U.S.C. 101), all materials and Rights created or developed by or on behalf of Learfield under this Agreement relating to or comprising the Property (the "Work") shall be deemed "works made for hire" with the University's being entitled to assign freely any copyrights therein. The term "Work" does not include any intellectual property licensed to or provided to Learfield by the University for use in accordance with the requirements of this Agreement.

13.2 Learfield's Responsibilities. The University shall have the right, at its own expense, to obtain and to hold in its own name copyrights, registrations or such other protection for inventions, whether or not patentable, as may be appropriate to said Rights and Property, and to any extensions or renewals thereof, and Learfield shall give the University or any person designated by the University, without additional charge, all such information and shall execute all such additional documents as may be reasonably required to perfect the Rights referred to herein. In the event any Work shall not qualify as "works made for hire" within the meaning of the Copyright Act and with respect to any inventions and/or trade secrets, whether or nor patentable, Learfield agrees to assign and does hereby irrevocably assign Learfield's copyrights and other invention and proprietary rights and shall require that any third parties used on its behalf under this Agreement, agree to assign and do assign any of their copyrights and other invention and proprietary rights in such Work, and shall, without additional charge to the University and at the University's request, give the University such information and execute any documents either required to vest all such copyrights and invention rights of Learfield's or a third party in the University or to evidence such assignment thereof to the University. As a consequence of the University's ownership of copyrights or other Rights, Learfield shall insert a proper statutory copyright notice at an appropriate

location on all Work, and on all portions thereof and on all related items which may be subject to copyright protection, which copyright notice shall specify the University as the sole copyright owner. In the event Learfield either is unable or unwilling to execute such additional undertakings, instruments or documents required to evidence and/or perfect the University's ownership rights provided under this Agreement, Learfield hereby irrevocably appoints the University and its designees Learfield's special attorney-in-fact, coupled with an interest, to execute and deliver any such additional undertakings, instruments and documents solely for the purposes set forth herein.

13.2.1 Subject to the licenses granted to Learfield under this Agreement, the University and its assigns and its representatives shall have the full, sole and continuing right (without any payments or liabilities to any person) to the use, publish, perform, reproduce and distribute throughout the world any or all portions of the Work, either as a complete unit or in segments in any way the University sees fit and for any purpose whatsoever.

13.2.2 Learfield agrees that the Work and any use thereof and any statements made within the Work or during any promotional event (other than those specifically provided by or made at the direction of the University) will not infringe or violate any third party proprietary rights including copyrights, patents and trade secrets of third parties (and if such Work should result in any infringement therefrom, Learfield agrees to indemnify, defend and hold the University harmless from all liabilities, damages, claims, costs and expenses, including any attorneys' fees, arising from any such infringement).

13.2.3 The University neither represents nor warrants that Learfield's use of the Property or any Rights, the provision of any idea, information, materials or facilities, or the making, use, lease or sale of any item furnished by Learfield or provided Learfield by the University will be free from any third party claim(s) of infringement of any third party proprietary rights.

13.2.4 Except as expressly provided in this Agreement, nothing in this Agreement shall, now or in the future, impair or restrict the right of the University

to procure products or services which may be competitive with those Learfield offers and provides or performs for the University under this Agreement. Moreover, neither of the Parties is obligated to obtain any products or services which may currently or subsequently be offered by either of the Parties except to the extent expressly provided in this Agreement. If, however, University wishes to offer to any third party rights which are similar to the Multi-Media rights under this Agreement but not specifically granted to Learfield under this Agreement ("Other Rights"), University agrees that Learfield shall have a right of first refusal ("ROFR") to obtain the Other Rights from University. The University shall advise Learfield in writing of the Other Rights and what license fees or other fees University expects to receive from the Other Rights ("University Notice") and thereafter Learfield shall have thirty (30) days to exercise its ROFR with respect to the Other Rights. If Learfield exercises its ROFR, the University and Learfield will execute an amendment to this Agreement which incorporates the Other Rights into the Agreement. If Learfield does not exercise its ROFR, University may license the Other Rights to any other third party provided that the license fee to be paid by the third party does not exceed the amount set forth in the University Notice.

13.3 Cautionary Announcements. Learfield shall cause the following statement to be used in connection with all of its broadcast and other licensed programming: "This production is copyrighted and all rights in it are reserved by the University of New Mexico and is intended solely for the private use of its listening and/or viewing audiences; all other uses are strictly prohibited."

13.4 Athletic Event Content Following Termination of Agreement. University acknowledges that following the expiration of the Term, there will exist opportunities to monetize content relating to the University Athletic Department which are owned by the University ("Athletic Event Content"). During the Term of this Agreement, Learfield will use commercially reasonable efforts to develop ideas with the goal of monetizing the University's Athletic Event Content ("Monetized Content Ideas") following the expiration of the Term. Should Learfield develop one or more Monetized Content Ideas, it shall

belong exclusively to Learfield notwithstanding the fact that from and after the expiration of the Term Learfield may not implement, use or sell any of the Monetized Content Ideas without the express written consent of University.

Upon Learfield's development of a Monetized Content Idea, the Parties will negotiate in good faith to determine the details of implementing the Monetized Content Idea, including the basis upon which net collected revenue from the Monetized Content Idea will be shared between University and Learfield. If after negotiating in good faith the Parties are unable to come to an agreement with respect to the terms surrounding the implementation of the Monetized Content Idea, then neither University nor Learfield may use the Monetized Content Idea for any commercial purpose without the written consent of the other party. Nothing in this paragraph shall prevent University from exploiting any independently developed ideas for monetizing University's Athletic Content.

14. GENERAL TERMS AND CONDITIONS.

14.1 Order of Precedence. The terms and conditions contained in this Agreement, the Request for Proposal ("RFP"), and Purchase Order will govern and will take precedence over any different or additional terms and conditions which Learfield may have included in any documents attached to or accompanying this Agreement. Any handwritten changes on the face of this document will be ignored and have no legal effect unless initialed by both Parties.

14.2 Choice of Law, Forum Selection, Entire Agreement and Amendment.

This Agreement will be construed under New Mexico law (without regard for choice of law considerations). This Agreement constitutes the entire agreement and understanding of the Parties and replaces any prior and contemporaneous agreements, whether written or oral, relating to its subject matter. If there are any inconsistencies between this Agreement and the RFP, the provisions of this Agreement shall control, unless a provision of the RFP is required by New Mexico law. No amendments to this Agreement will be effective unless in writing and signed by Learfield and by the University. Courts located in Albuquerque, New Mexico shall have exclusive jurisdiction

over any disputes relative to this Agreement and the Parties irrevocably consent to the personal jurisdiction of such courts and waive any objections thereto.

14.3 Assignment. Learfield may not assign, whether voluntarily or by operation of law, any rights or obligations of this Agreement without the prior approval of the University. This Agreement will be binding upon Learfield, or its permitted successors and assigns, if any. Any assignment attempted to be made in violation of this Agreement will be void. Notwithstanding anything contained in this Section 14.3 to the contrary, Learfield will have the right to assign this Agreement and its rights and obligations hereunder to an entity it either controls (owns more than 50%) or manages provided notice is provided to the University prior to such assignment's effective date and provided that Learfield remains responsible for the assignee's performance of and compliance with the terms and conditions of this Agreement.

14.4 Termination. The University reserves the right to cancel this Agreement without penalty only for the unavailability of funds appropriated by the New Mexico legislature to meet its obligations to Learfield under this Agreement ("Termination Event").

Notwithstanding anything contained in this Section 14.4 or elsewhere in this Agreement to the contrary, a Termination Event will not be effective until the end of the Athletic Year in which the University gives Learfield notice of University's intent to terminate the Agreement. For example, if University gives Learfield notice of termination for a Termination Event on August 1, 2013, the Agreement would not terminate as a result of the Termination Event until June 30, 2014. If a Termination Event occurs and University terminates this Agreement under this Section 14, Learfield may deduct from Licensing and Rights Fees any out-of-pocket expenses incurred by Learfield in connection with fulfilling its obligations under this Agreement which Learfield is contractually obligated to pay as of the effective date of the Termination Event which cannot be mitigated or extinguished by Learfield (collectively "Learfield Expenses"). Learfield will provide University with substantiation for its Expenses and Losses.

14.4.1 Either the University or Learfield may terminate this Agreement for nonperformance. In the event of termination for nonperformance, the terminating Party must state with particularity the specific matters of the other Party's non-compliance, whereupon the other Party shall have ninety (90) days to cure such matters, or such longer period if said other Party is diligently pursuing a cure. The foregoing notice and cure period shall not apply to any violation by Learfield of the University's trademark or other intellectual property rights. In such cases, Learfield shall immediately cease all activities and conduct which could result in the violation continuing and take such other action as may reasonably be required to prevent the violation from continuing or reoccurring. In addition, the University shall have the right to seek immediate injunctive relief, and, in the event the violation continues, to terminate Learfield's rights under this Agreement.

14.4.2 In the event of any use and/or license of Marks by Learfield's Sponsors or by anyone on Learfield's behalf or under its authorization in any manner not approved by the University in accordance with Section 1.6 of this Agreement and/or in violation of prohibition in Section 5.15.1, Learfield shall 1) give the University prompt notice of such misuse to permit it to seek an injunction, and 2) immediately suspend such Sponsor's rights upon no less than three (3) business days' prior written notice specifying with particularity the nature of such breach, and 3) if the misuse of the University's Marks is not remedied, Learfield shall terminate the Sponsorship Agreement. The terms of this Section 14.4.2 shall apply to any Learfield Sponsor that is the subject of Material Adverse Publicity under Section 9.3.9. Learfield shall cooperate with and assist University in any subsequent enforcement action University may take against a terminated sponsor.

14.4.3 In the event of any termination of the Agreement by University, other than as a result of a Termination Event, Learfield shall continue to pay its Guaranteed Licensing and Rights Fee under this Agreement unless Learfield's non-compliance is a result, in whole or in part, by the actions or inactions of the University; provided, however, that any rights fee, or similar fee collected by the University for the same period covered by this Agreement from any third party for the rights herein or if the

University elects to administer the rights herein itself, shall offset Learfield's obligation to pay the Guaranteed Licensing and Rights Fee by any such amounts received by the University.

14.4.4 Obligations upon Termination. Upon expiration or other termination of this Agreement, each Party shall promptly return to the other Party its Confidential Information within its possession or certify its destruction and that such Party retains no Confidential Information of the other Party. All conditions of ownership and Rights, all obligations of confidentiality or non-disclosure and all warranties in this Agreement shall survive its expiration or termination for any reason.

14.5 Independent Contractor. Learfield will perform its duties hereunder as an independent contractor and not as an employee of the University. Neither Learfield nor any agent or employee of Learfield will be or will be deemed to be an agent (except as provided in Section 5.4) or employee of the University. Learfield will pay when due all required employment taxes and income tax withholding, including all federal and state income tax and any monies paid pursuant to this Agreement. Learfield and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise from the University. Learfield will be solely responsible for the acts of Learfield, its employees and agents. Learfield shall provide worker's compensation for all its employees and indemnify and hold the University harmless therefrom.

14.6 Non-Waiver. No waiver by either Party of any default or nonperformance will be deemed a waiver of any other default or nonperformance.

14.7 University Information; Learfield Information. Learfield agrees that any information it receives during the course of its performance, which concerns the personal, financial, or other affairs of the University, its regents, officers, employees or students will be kept confidential by Learfield using the same standard of care Learfield uses with respect to its own information but no less than reasonable care and in conformance with all state and federal laws relating to privacy. The University agrees that any information it receives from Learfield under this Agreement which concerns the

personal, financial or other affairs of Learfield, its members, stockholders, officers, directors, employees and sponsors including sales summaries, revenue sharing reports, settle-up documents and any other documents relating to the reporting of financial and sales information by Learfield to the University (collectively "Learfield Financial Records") will be kept confidential by the University using the same standard of care the University uses with respect to its own information but no less than reasonable care and in conformance with all state and federal laws relating to privacy, except if considered a legal request under New Mexico law. Other than as reasonably required for the performance of its obligations hereunder, or pursuant to an attempt to enforce its rights hereunder or if required by law or any lawful compulsory order (provided that, in the latter case, such Party notify the other Party in advance to afford such other Party the opportunity to limit the scope of any such requisite disclosure and if such Party is unsuccessful the compelled Party shall disclose only such Confidential Information as is responsive, shall seek reliable assurances of confidential treatment of the Confidential Information so disclosed, and shall provide copies of all such disclosures to the objecting Party), each Party and its agents agree to refrain from disclosing any Confidential Information to third parties (except as otherwise permitted herein) or using Confidential Information for its own economic benefit or that of another third party, which such Party has acquired from the other Party by reason of this Agreement; provided that "Confidential Information" shall not include: (i) information that is at the time of disclosure public knowledge or generally known within the industry, (ii) information that is disclosed by a third party having possession thereof and the right to make such disclosure; (iii) information that is known by the Party to whom it is disclosed prior to disclosure; (iv) information that is independently developed by a Party who did not have access to the confidential information in question. University acknowledges and agrees that all of the financial terms and conditions contained in this Agreement are considered part of the Learfield Financial Records, deemed by Learfield to be proprietary and confidential to Learfield, and shall remain as such absent written waiver by Learfield. University personnel may review Learfield Financial Records at the Headquarters but in no event may University make copies of any Learfield Financial Records or make any notes relating to the Financial Records and, if despite such prohibition, University

personnel make any copies or notes, such copies and notes shall be deemed the property of Learfield.

Notwithstanding anything contained in this Section 14.7, University may disclose Learfield Financial Records when required by law or court order. Before responding to a request for disclosure pursuant to law or court order, University shall provide Learfield with notice so that Learfield may take measures permissible by law or court order to protect its Financial Records (including but not limited to, the redaction of all Financial Records described in this Agreement).

14.8 Insurance. At all times during its performance under this Agreement, Learfield will obtain and keep in force comprehensive general and professional liability and general liability insurance, including errors and omissions, coverage for death, bodily or personal injury, property damage or host liquor liability, including products liability, libel and slander, and automobile coverages, with limits of not less than \$1,000,000 each claim and \$1,000,000 each occurrence (\$2,000,000 for property damage). All certificates evidencing such insurance, will be provided to the University upon its request, will name the University, its governing board, its officers and employees and the State of New Mexico as additional insureds, and, to the extent Learfield is given notice, will provide for notification to the University within at least thirty (30) days prior to expiration or cancellation of such insurance. Learfield represents that it will maintain worker's compensation insurance to the extent required by New Mexico law. The University represents that it is an institution of the State of New Mexico and is therefore insured by the State of New Mexico Risk Management Fund pursuant to Section 15-7-1 et seq. NMSA 1978 as amended.

14.9 Indemnification. Learfield agrees to defend, indemnify and hold harmless the State of New Mexico, the University, its governing board, officers, faculty, students, employees, students and agents, from all liability, injuries, claims or damages (including claims of bodily injury or property damage) and loss, including costs, expenses, judgments, and attorneys' fees, which arise out of or from (i) either Learfield's breach of this Agreement or any of its representations or warranties, (ii) the acts and omissions of

Learfield, its employees, officers and agents under this Agreement, and (iii) the development, production, use or other exploitation by Learfield of the Multi-Media and Sponsorship Rights licensed by the University hereunder. Notwithstanding anything in this Agreement to the contrary, the University, and not Learfield, shall be solely responsible for any liability, damages, and expenses arising out of any claim that Learfield's use of the Marks in accordance with the terms of this Agreement infringes any third party proprietary rights. The liability of the University will be subject in all cases to the immunities and liabilities in the New Mexico Tort Claim Act, Sections 41-4-1 et. seq. NMSA as amended. In the event of litigation by either Party to enforce the terms and conditions of this Agreement, the prevailing Party will be awarded costs and reasonable attorneys' fees.

14.9.1 The University agrees to notify Learfield in writing of any and all claims to which Learfield's indemnity applies, and to afford Learfield the opportunity to undertake the defense of such claim(s) with counsel approved by the University (which approval will not be unreasonably withheld, conditioned or delayed), subject to the right of the University to participate in such defense at its cost. In no event shall any such claim be settled in such a way as which would adversely affect the rights of the University in the Multi-Media and Sponsorship Rights licensed under this Agreement without the University's prior written consent; provided, however, that the University hereby consents to any settlement for not more than \$10,000. Except as expressly stated otherwise in this Agreement providing for exclusive remedies, all rights and remedies of the Parties hereunder will be cumulative and will not interfere with or prevent the exercise of any other right or remedy which may be available to the respective Party.

14.10 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 facsimile or electronic mail (provided such delivery is confirmed), 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 THE UNIVERSITY:

THE UNIVERSITY OF NEW MEXICO
Attention: Paul Krebs, Director of Athletics
1 University of New Mexico
MSC04 2680
Albuquerque, NM 87131
Facsimile No: 505-925-5534
E-mail Address: pkrebs@unm.edu

With a copy to:

Bruce Cherrin, Director: Purchasing and the University Services
1 University of New Mexico
MSC01 1240
Albuquerque, NM 87131
Facsimile No:
E-mail Address: cherrin@unm.edu

IF TO LEARFIELD:

LOBO SPORTS PROPERTIES, LLC
c/o Learfield Communications, Inc.
Attention: David A. Rawlings
2400 Dallas Parkway, Suite 400
Plano, TX 75093
Facsimile No: (469) 241-0110
E-mail Address: arawlings@learfieldsports.com

With a copy to:

Philip A. Kaiser
The Kaiser Law Firm, P.C.
12231 Manchester Road, First Floor
St. Louis, MO 63131
Facsimile No: 314-966-7744
E-mail Address: phil@kaiserlawfirm.com

14.11 Severability. If any provision of this Agreement is invalid or unenforceable with respect to any Party, the remainder of the 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 the Agreement will be valid and be enforceable to the fullest extent permitted by law.

14.12 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.

14.13 Force Majeure. Neither Party will be considered to be in default 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 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. Notwithstanding anything contained in this Section 14.13 to the contrary, the provisions of this Section 14.13 shall not override the provisions of Section 9.3.4 relating to a Prevention Event which provisions shall continue to apply notwithstanding the provisions of this Section 14.3. Upon learning of an occurrence of such an event, the delayed Party shall give the other Party prompt written notice within ten (10) business days thereafter. If such an event continues for more than thirty (30) days without reasonable probability of its removal after the Parties have reasonably conferred regarding such probability of its removal ("Extended Date"), the other Party has a right to terminate this Agreement without further obligation to the delayed Party except for any payments then due and owing and for such obligations as survive termination under this Agreement; provided, however, if the Agreement is terminated with less than half of the University football or basketball games remaining in any Athletic Year, the Parties shall negotiate in good faith an equitable adjustment to the Guaranteed Licensing and

Rights Fee for that Athletic Year based upon any sponsorship revenue which Learfield cannot collect because of the Event giving rise to the termination of this Agreement. For the avoidance of doubt and clarification, the Parties agree that it is their intention not to terminate this Agreement due to a Force Majeure event which continues or is expected to continue beyond the Extended Date but instead, to negotiate in good faith an amendment to this Agreement which is consistent with the rights and benefits which were made unavailable as a result of the Force Majeure event as well as the rights and benefits then available for Learfield to make use of after the Force Majeure event ("Remaining Rights") and the value attributable to the Remaining Rights.

14.14 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.

14.15 Non-Solicitation by the University. The University agrees that during the Term of this Agreement, including any extension of the Term, and for a period of twenty-four (24) months, after its termination, irrespective of the reason for its termination, the University shall not directly or indirectly, solicit and hire any employee of Learfield or encourage any such person to terminate its relationship with Learfield unless Learfield grants the University permission to do so. The University acknowledges that its breach of this Section shall entitle Learfield to injunctive relief.

14.16 Headings. The headings of the sections of this Agreement are used for convenience only and do not form a substantive part of the Agreement. The portion of this Agreement entitled "Background to Agreement" shall be a part of this Agreement.

14.17 Injunctions. In addition to any other remedies permitted by, but subject to applicable, law, should either Party violate the terms set forth herein, the violating Party shall be entitled to injunctive relief against the other without having to post any bond to restrain any further violation of these provisions. Should either Party be successful in this endeavor, the other Party shall pay all costs and expenses associated therewith, including reasonable attorney's fees.

15. MISCELLANEOUS.

15.1 "Historical Levels" and "in the past," whether or not such terms are capitalized, shall mean levels existing for the 2006 – 2007 Athletic Year, including levels from the University and levels from vendors with whom the University presently contracts.

15.2 With respect to all terms used in this Agreement, words used in the singular include the plural and words used in the plural include the singular. The word "including" means "including, without limitation," and the words "herein", "hereby", "hereto" and "hereunder" refer to this Agreement as a whole.

16. DISPUTE RESOLUTION

Learfield and University agree that they will seek to resolve any disputes over the interpretation or future modification of this Agreement through mediation and that neither party may seek a judicial resolution of such disputes except after a good faith effort at mediation has failed to resolve all matters. Mediation may be requested by either party in writing. Within thirty days of the receipt of such a request, the Parties will identify the members of the mediation team and schedule a mediation meeting. The mediation team shall be composed of the President of the University or his or her designee, the Chief Executive Officer of Learfield or his or her designee and a third party mutually acceptable to both. Any costs of the mediation shall be shared equally between the Parties. The failure of the mediation shall be declared by the third party member of the mediation team. Any resolution of the mediation shall be expressed in writing and signed by both Learfield and the University.

The Remainder of this Page Intentionally Blank.

Signature Page Follows

Signature Page

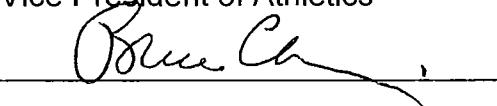
IN WITNESS WHEREOF, Learfield and the University have entered into this Agreement as of the date specified above.

**THE REGENTS OF THE UNIVERSITY OF LOBO SPORTS PROPERTIES, LLC
NEW MEXICO**

By: 

PAUL KREBS

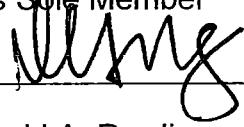
Vice President of Athletics

By: 

BRUCE CHERRIN

Director: Purchasing & the University
Services

By: Learfield Communications, Inc.,
its Sole Member

By: 

David A. Rawlings

Executive Vice President and COO

EXHIBIT 1

*TO BE PLACED ON
LOBO SPORTS PROPERTIES, LLC
LETTERHEAD*

MARKETING & SPONSORSHIP AGREEMENT

THIS MARKETING AND SPONSORSHIP AGREEMENT (“Agreement”) is made and entered as of the ____ day of _____, 20____ between [INSERT NAME OF SPONSOR] (“Sponsor”) and LOBO SPORTS PROPERTIES, LLC, a Missouri limited liability company qualified to do business in the State of New Mexico (“Provider”).

BACKGROUND

- A. Provider holds the exclusive marketing and sponsorship rights for University of New Mexico 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:

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. Sponsor agrees that any Benefits provided to or used by Sponsor under this Agreement will adhere to the limitations appertaining to “qualified sponsorships” as defined in Internal Revenue Code section 513(i) and Treasury Regulation 1.513-4. For purposes of this definition, qualified sponsorships are limited to those instances when the Sponsor receives no substantial return benefit from the arrangement other than the use or acknowledgement of the name or logo (or product lines) of the Sponsor. Use or acknowledgement in a qualified sponsorship may include: a) logos and slogans that do not contain qualitative or comparative descriptions of the Sponsor’s products, services, facilities or name; b) list of Sponsor’s locations, telephone

numbers, or internet address; and c) logos or slogans that contain qualitative or comparative language that are an established part of the Sponsor's identity. Advertising containing qualitative or comparative language, calls to action, or otherwise an endorsement of the Sponsor's products is not included in this definition of a qualified sponsorship

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 \$____ Total Payment Paid as Follows: [insert amounts and dates]
20____ to 20____
[Insert additional years and payments if it is a multi-year deal]

Please make all checks payable to LOBO 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.

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:**

**INSERT SPONSOR'S FULL NAME AND LOBO SPORTS PROPERTIES, LLC
ADDRESS**

By: _____
Signature of General Manager

By: _____
[Print name of General Manager]

BY: _____ Title: General Manager

By: _____
Signature of Account Executive

By: _____
[Print Name of Account Executive]

Title: Account Executive

ATHLETICS/LOBO SPORTS PROPERTIES

Colleen J Maloof Bldg, S Campus
505 925-5511
FAX 925-5609

Mail Stop Code:
MSC04 2680
General Manager
Joe Weiss 925-5601
Marketing & Sales Coordinator
Megan Sheehan 925-5654
Account Executives:
Cristal Garcia 925-5753
Staci Hastings 925-5832
Todd Howell 925-5605
Ted Hritz 925-5633

EXHIBIT B



≡ UNM Newsroom (/)



UNM Newsroom (/) / News (/news) / WisePies gives \$5 million gift to support UNM Athletics

WisePies gives \$5 million gift to support UNM Athletics

University Arena named 'WisePies Arena' in recognition of support

By UNM Athletics 🕒 December 01, 2014

Categories: [Latest News \(/categories/latest-news?c=20230\)](#) [Athletics \(/categories/archive/athletics?c=20129\)](#)

235

The University of New Mexico announced that WisePies Pizza & Salad, a locally owned business, has agreed to give a \$5 million cash gift over 10 years to support the UNM Athletics Department through the newly established WisePies Fund. This is the largest cash gift ever to UNM Athletics and the sixth-largest cash gift overall to the university. The WisePies Fund will be used to support The Pit debt service incurred from the 2009-10 renovations.

As part of the recognition for their generous support, beginning Dec. 1, 2014 University Arena will be named "WisePies Arena" (aka The Pit) for the duration of the gift. The company logo will appear on exterior signage of the arena as well as on Bob King Court and tickets. The recognition will also include an arena suite.

The University's basketball arena was built in 1966 and was aptly dubbed "The Pit" due to its unique construction in a 37-foot hole on Albuquerque's southeast mesa. In 2009, The Pit underwent a \$60 million renovation updating the facility with the U.S. Bank club/suite level, endwall video boards and ribbon boards, expanded concourses, a new ticket office and Lobo Den Store. New locker rooms for both men's and women's squads, and the McKinnon Family Training Center have also been added to allow the Lobos to continue their commitment to excellence.

"From the time we first discussed the potential renovation of The Pit, we talked about the need for state and private support to make the renovation a reality," said Paul Krebs, vice president for Athletics. "Specifically, we've talked about the need to find a naming rights partner for the building. The fact that WisePies is a local company and Steve Chavez, the company's co-CEO, is a native New Mexican and successful, local businessman, makes this gift even more significant and special."



WisePies Pizza & Salad is owned by New Mexico native, Steven B. Chavez and long-time New Mexico resident Michael Baird. WisePies Pizza & Salad opened its first store on Jan. 18, 2014, currently has three stores and is forecasting construction of more than 20 additional stores for 2015 in the Albuquerque metro and Southwest region.

"Our vision is to create the most endearing family pizza concept that is sustainable and maintains a foundational strength that will leave a legacy of excellence," said Chavez. "With our contribution to the University of New Mexico, it is unquestionable that we are the real deal."

Michael Baird, WisePies Pizza & Salad co-chief executive officer, added, "WisePies has introduced a fun, new brand that started in New Mexico with goals to expand nationally. Local community initiatives are paramount to our rapidly growing company as we expand to new territories."

Since the arena's construction in 1966, nearly 13 million fans have flocked to UNM's iconic basketball arena and it has become one of college basketball's most famous and recognizable buildings.

"This is yet another win for the Lobos and all of our fans – the timing couldn't be better," said UNM President Robert G. Frank. "The naming of WisePies Arena recognizes the company's generosity and commitment to UNM and to Lobo athletics."

EXHIBIT C

"We look forward to partnering with WisePies on future endeavors," said Tim Cline, senior vice president for Learfield Sports, UNM Athletics' multimedia rights holder. "Our Lobo Sports Properties staff aligns with Paul and his team on a daily basis, and we're proud to have such a great partner in the University of New Mexico."

Related News



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UNM student selected for National Student Congress (</news/unm-student-selected-for-national-student-congress>)

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- [New Search](#) **Senior Seller - LEARFIELD SPORTS/ Lobo Sports Properties (University of New Mexico)**

Prodigy Sports

Freehold, NJ

Organization: Learfield Sports ♦ Lobo Sports Properties (University of New Mexico)

Position Title: TBD

Reports to: General Manager

Location: Albuquerque, NM

Search Contact: Prodigy Sports

BACKGROUND

Learfield Sports is the exclusive provider of marketing services for athletic departments at over 90 major universities, conferences, and arenas. Learfield's people-friendly culture is a hallmark of its style and approach to business and is rooted in values demonstrating intentional and active care for other people. The company and its employees try to live by the company's value statement: ♦build the team, grow the company, and have fun.♦

SUMMARY

Learfield Sports is actively seeking a senior-level, top-tier experienced seller (title TBD) to work from Albuquerque, NM, for the University of New Mexico. Ideal candidates will have significant experience developing corporate marketing partnerships. This position will be responsible for creating a high volume of new business and implementing high-level corporate marketing partnerships for the university athletic program while also building and maintaining relationships with corporate partners and the athletic department staff.

Lobo Sports Properties (LSP), a property of Learfield Sports, is the multimedia rights holder and sports marketing arm for athletics at the University of New Mexico. In addition to the broadcast programming

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EXHIBIT D

for UNM athletics (network affiliates), LSP has exclusive rights for corporate sales of advertising, event sponsorship, game promotion, signage, publications, athletic trademarks and logos, cross-retail promotions, overall marketing partnerships and the development of GoLobos.com.

pluriolink.com

Inventory:

<http://content.yudu.com/A1vwxw/NewMexico/resources/index.htm>

Official Athletic Website: <http://www.golobos.com/>

Official School Website: <http://www.unm.edu/>

RESPONSIBILITIES

- ◆ Prospecting and closing new partners.
- ◆ Generating significant revenue through a high volume of new business.
- ◆ Maintaining sponsor relationships for university

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CATCH ALL THE ACTION!**LOBO TV**

SANTA ANA STAR FIELD



For decades the home of UNM baseball was known as Lobo Field, but that is no longer the case. Thanks to a 10-year, \$1 million naming rights gift from Tamaya Enterprises, Lobo Field was rechristened Santa Ana Star Field on Dec. 11, 2015.

"We are delighted to strengthen our relationship with Tamaya Enterprises, who have been long-standing supporters of the Lobos," said UNM Vice President for Athletics Paul Krebs. "The field naming rights is a great example of their commitment to the community and provides us an opportunity for Lobo Athletics to give back to the Pueblo of Santa Ana. The beneficiary of this field naming rights is not just our baseball program but our entire community and state."

That was the second major announcement regarding the facility in a three-week span. On Nov. 20 the UNM Board of Regents approved construction for the \$2.3 million R.D. and Joan Dale Hubbard Clubhouse.

"This has been a long process, but I want to thank the Hubbards, Scott Grady and his family, our administration, Vice President for Athletics Paul Krebs, and everyone on main campus that helped this project," UNM head coach Ray Birmingham said. "I could go on for hours thanking people because so many have helped make this possible."

The R.D. and Joan Dale Hubbard Clubhouse will be located down the right-field line next to Lobo Field and will include locker rooms, restrooms, showers, a training room, storage and a player's lounge. It is the latest in the renovations that have taken place at Lobo Field over the last few seasons. UNM's home field has received lights for the first time, as well as a new playing surface, new scoreboard, new outfield fence, new dugouts and new bleachers.

"This will be the first time in the 117 years of the program that Lobo Baseball will have its own locker room with no strings attached," Birmingham said, "and that's a big deal."

Santa Ana Star Field received a major upgrade that started before the 2013 season. It received a FieldTurf playing surface, upgraded scoreboard, dugouts, bullpens, and bleachers as a part of the first phase of the Santa Ana Star Field renovation. Further renovations and phases will enhance the concessions areas, the fan plaza between Santa Ana Star Field and the softball field, the press box and the bleachers. Lights were installed in the fall of 2013.

Those additions allowed UNM to return to Santa Ana Star Field for good on March 24, 2013, after spending nine and a half seasons across the street at Isotopes Park.

"We need to have our own place to play," said Birmingham. "The kids deserve their own field to practice and play on, and now we have that. They've earned it."

"We have lights because of (former Lobo) Dee Dennis and a bunch of guys who chipped in to help me and Dee do this," Birmingham continued. "This is Lobo Field. This is (the state of) New Mexico's baseball field, at least that's how I feel about it. ... There will not only be Lobo games on here, but there will

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You

EXHIBIT E

also be state championship games here. We hope to bring in some great big tournaments over the years to this city and let our kids experience the world. We think New Mexico kids can get the best of the experience than the rest of the country as that they will grow faster and realize they are good as anybody."

The Lobos have posted a record of 56-20-1 the past three seasons at Santa Ana Star Field, good for a .730 winning percentage.

For more information or to get involved with the renovations at Santa Ana Star Field, contact Ed Manzanares with the Lobo Club at 505-925-5607.

Photo timeline of the renovations

Santa Ana Star Field is located south of The Pit. Exit off I-25, just south of the Big-I, at Avenida Cesar Chavez and head east. Turn right (south) on University Boulevard. The Pit and the UNM Ticket Office will be on the right. Turn right into the first entrance just past The Pit. Drive through The Pit parking lot, passing the Ticket Office on your right. Santa Ana Star Field will be on your left.



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New Mexico, University of



Tamaya Enterprises and UNM Announce: "Santa Ana Star Field"

Baseball

Posted: 12/11/2015 11:31:00 AM

ALBUQUERQUE, N.M. (Dec. 11, 2015) – Tamaya Enterprises has committed to a 10-year partnership with the University of New Mexico for naming rights to the Lobo Baseball Field. The agreement secures the name, Santa Ana Star Field, through 2025 marking a first for both Lobo Baseball Field and Tamaya Enterprises.

"We are delighted to strengthen our relationship with Tamaya Enterprises who have been long-standing supporters of the Lobos. The field naming rights is a great example of their commitment to the community and provides us an opportunity for Lobo Athletics to give back to the Pueblo of Santa Ana," said UNM Vice President for Athletics [Paul Krebs](#). "The beneficiary of this field naming rights is not just our baseball program but our entire community and state."

The naming rights investment will come in over the life of the contract and will help the athletic department provide a first-class experience for Lobo student-athletes.

This partnership will make Tamaya Enterprises the most prominent sponsor at the stadium, including exterior signage in the outfield facing University Avenue. A specific Santa Ana Star Field logo will be designed and mutually agreed upon between Tamaya Enterprises and UNM Athletics.

"It is with great pride that we announce the Santa Ana Pueblo's Tamaya Enterprise Inc. secured the naming rights to the University of New Mexico Lobo baseball field, which will now be known as the Santa Ana Star field. The Pueblo of Santa Ana is proud to continue our community support and partnership with UNM Lobo sports," said Tamaya Enterprises Board of Directors. "When bringing together different cultures a relationship is founded, a relationship that grows into opportunities for a community and its people. The partnership that has been created by the Pueblo of Santa Ana's, Tamaya enterprise Inc. Board and New Mexico Lobos has generated history for our people."

"We are excited to expand our existing relationship with the Pueblo of Santa Ana and Tamaya Enterprises, which will include new marketing assets and specific community events," added [Kyle James](#), general manager for Learfield Sports' Lobo Sports Properties, the exclusive multimedia rights holder for UNM Athletics which was integral in securing the relationship on behalf of the university.

In addition to stadium naming rights for Lobo Baseball, Tamaya Enterprises has worked with UNM Athletics and Lobo Sports Properties on other related components including support of all Lobo athletic sports camps and clinics.

Lobo Sports Properties is a property of Learfield Sports, which manages the multimedia rights and sponsorships for nearly 120 collegiate institutions and associations, and titles the prestigious Learfield Sports Directors' Cup. To learn more about its history, businesses and job opportunities, visit www.learfieldsports.com.
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AMENDMENT TO MARKETING & SPONSORSHIP AGREEMENT

THIS AMENDMENT TO MARKETING & SPONSORSHIP AGREEMENT ("Amendment") is made and entered into as of the ____ day of October, 2015 by and between TAMAYA ENTERPRISES INC. ("Sponsor") and LOBO SPORTS PROPERTIES, LLC, a Missouri limited liability company qualified to do business in the State of New Mexico ("Provider").

BACKGROUND

- A. Sponsor and Provider (the "Parties") entered into a Marketing & Sponsorship Agreement as of August 1, 2014 ("Agreement") and have been operating under the terms and conditions of that Agreement from such date.
- B. Sponsor and Provider have agreed upon additional sponsorship benefits which are not provided in the Agreement and which will go into effect beginning with the 2015 – 2016 athletic year.
- C. The purpose of this Amendment is to provide for the inclusion of the additional sponsorship benefits under the Agreement and to set forth the sponsorship fee attributable to those benefits.
- D. Capitalized terms used in the Agreement shall have the same meaning when used in this Amendment unless otherwise stated.

NOW, THEREFORE, in consideration of the foregoing Background and other valuable consideration, the Parties amend the Agreement by this Amendment as follows:

1. Sponsorship Benefits. Exhibit A in the form attached to this Amendment is hereby made a part of the Agreement beginning with the 2015 – 2016 athletic year and replaces in its entirety Exhibit A in the Agreement.
2. Payment Obligations. Sponsor's payment obligations for the 2015-2016 athletic year through the end of the Term shall be \$265,000 net per athletic year ("Sponsorship Fee") paid follows:

August 1 \$66,250 net

EXHIBIT G

October 1	\$66,250 net
January 1	\$66,250 net
April 1	\$66,250 net

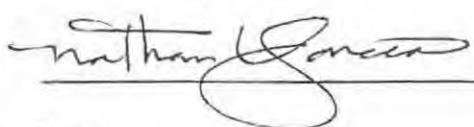
\$165,000 net of the annual Sponsorship Fee shall be paid in exchange for marketing assets. The additional \$100,000 net of the annual Sponsorship Fee shall be paid in exchange for field naming gift to support the renovation of the University baseball field.

3. Control. To the extent there is any variance between the terms set forth in the Agreement and the terms set forth in this Amendment, the terms of this Amendment shall control but in all other respects, the terms of the Agreement shall remain in effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the day and year first above written by their duly authorized representatives.

TAMAYA ENTERPRISES INC.

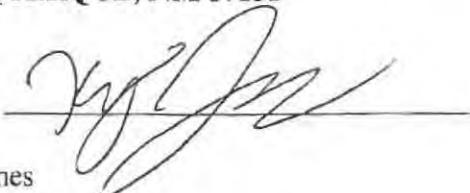
By:



Nathan Garcia
Chairman

LOBO SPORTS PROPERTIES, LLC
1414 UNIVERSITY BLVD SE
ALBUQUERQUE, NM 87131

By:



Kyle James
General Manager



EXHIBIT A

TO AMENDMENT TO MARKETING & SPONSORSHIP AGREEMENT BETWEEN TAMAYA ENTERPRISES INC. AND LOBO SPORTS PROPERTIES, LLC

BENEFITS

I. Career Day at UNM

Tamaya Enterprises Inc. will receive the following:

- UNM officials will come to The Pueblo of Santa Ana to meet with youth and talk about career opportunities within a university setting.
- This can also take place at UNM with a tour of athletics and main campus if that is better for the kids in Santa Ana.
- Speakers could include:
 - Coaches / Marketing executives / Fundraising / Facilities staff / Communications / Compliance / Admissions / Doctors / Nurses / President's office

II. Read with the Lobos

Tamaya Enterprises Inc. will become a sponsor of the "Read with the Lobos" program:

- Rewarding kids for reading with tickets to games
- Print materials to help kids keep track of their books
- Coaches / players to visit schools to talk about the program and read to the kids and get them encouraged to participate.
- Top readers will be recognized at a lobo game on the court / field

III. Lobo Baseball Clinic

- Lobo Baseball players and coaches to hold youth clinic at The Pueblo of Santa Ana
- Two (2) lucky participants will receive free camp registration for Lobo Baseball camp

IV. Lobo Softball Clinic

- Lobo Softball players and coaches to hold youth clinic at The Pueblo of Santa Ana
- Two (2) lucky participants will receive free camp registration for Lobo Softball camp

V. The Pueblo of Santa Ana Ticket Use

Tamaya Enterprises Inc. will receive the following season tickets:

Football

- Thirty (30) season tickets
- Five (5) parking passes
- One-Hundred (100) tickets to one home game Men's Basketball
- Thirty (30) bench season tickets
- Five (5) parking passes Women's Basketball
- Thirty (30) bench season tickets
- One-Hundred (100) tickets to one home game
- Five (5) parking passes

VI. Day at the Game (Men's Basketball)

Tamaya Enterprises Inc. will receive one (1) Day at the Game for Men's Basketball

- Fifty (50) tickets
- Use of private hospitality at Lobo Basketball Game
- Private picture opportunities with Lobo Louie
- Lobo Sports Properties will provide Photographer

VII. Field Level Suite – Santa Ana Night:

- One (1) premium hospitality tent
- Tent is approx. 10' x 20'
- Tent/table/chairs provided
- Private picture opportunities with Lobo Louie
- Lobo Sports Properties will provide Photographer
- Fifty (50) tickets
- Six parking passes
- Four (4) Pre-game sideline passes

VIII. Lobo Club Membership

Tamaya Enterprises Inc will receive all benefits that are associated with the Turquoise Lobo Club Membership:

- Priority parking
- Priority seating
- Tax Deduction
- Donor Recognition

IX. Radio

Santa Ana Star Casino will receive the following elements on the Lobo Radio Network

- Two (2) :30 second spots and one (1) billboard during each football, men's basketball and women's basketball broadcast
- One (1) :30 spot and one (1) billboard during each football tailgate pre-game show, Lobo Talk coaches show, Athletic Director show and Postgame football and men's basketball call-in shows

- One (1) :30 spot during each Lobo Daily Show

X. Television Broadcast (Coaches Shows & Game Broadcast)

Santa Ana Star Casino will receive the following elements on the lobo coaches show and lobo basketball game broadcasts:

- One (1) :30 spot and one (1) billboard in each Coaches Shows (25)
- Two (2) :30 spots and one(1) billboard in each game broadcast

XI. Field Naming Gift Recognition*:

Tamaya Enterprises will receive the following elements:

- Lobo Baseball Field will be now named Santa Ana Star Field
- Specific Santa Ana Star Field logo (ex. WisePies Arena, etc.) to be created. Mutually agreed upon.
- Exterior signage prominently placed on the outfield wall facing University AVE
Exterior signage upon entrance to Santa Ana Star Field. Located on north side.
Scoreboard signage to read Santa Ana Star Field.
- Directional signage in/around WisePies Arena

XII. Additional Field Naming Gift Recognition*:

Tamaya Enterprises will receive the following elements:

- Media Guide logo placement
- Radio Broadcasts (We are here at Santa Ana Star Field)
- Golobos.com (Santa Ana Star Field Text and Logo Placement)
- Ticket Stocks for Baseball (Text on single game stock to read Santa Ana Star Field)
- Media Release Plan (Year (1) One) One time press conference One time press release
 - One time post on athletics social media account (Twitter, Facebook, Instagram, etc.)

**Field Naming Gift Recognition must be approved by University of New Mexico Naming Committee, UNM Board of Regents Finance and Facilities Committee, and the full UNM Board of Regents.*

XIII. Marketing Assets:

- :30 Commercial on all Baseball all home live stream regular season games
- Yearlong promotion at Lobo baseball regular season games
- 50 Baseball season tickets per year

XIV. Lobos in the Community:

- Baseball Santa Ana Pueblo Night (Includes run out on the field and throw out the first pitch)
- Baseball Camps Hitting Clinic Pitching Clinic Fielding Clinic

- Health & Wellness Clinic
 - Two (2) clinics per year from UNM Athletics Nutritionist
 - Two (2) clinics per year from UNM Athletics Strength Coaches
- Basketball Camp
 - One (1) basketball camp per year with either MBB or WBB Program
- TBD Camp
 - One (1) camp per year with one of the following golf, cross country, track & field, volleyball, soccer, or swimming program. UNM Athletics/Lobo Sports Properties will discuss camp options prior to each year and the Tamaya Enterprises Executive team will make a decision on which camp they choose.

□ Camp/Clinic Details

- UNM Athletics will provide the coaches and necessary team members to support an effective camp.
- Camp/clinic dates/times to be mutually agreed upon.
- Each camp/clinic will last up to two (2) hours
- Any additional costs such as transportation, food and beverage, and apparel will be the responsibility of Tamaya Enterprises



MARKETING & SPONSORSHIP AGREEMENT

THIS MARKETING AND SPONSORSHIP AGREEMENT ("Agreement") is made and entered on the 20th day of October, 2015 between Tamaya Enterprises Inc. ("Sponsor") and LOBO SPORTS PROPERTIES, LLC, a Missouri limited liability company qualified to do business in the State of New Mexico ("Provider").

BACKGROUND

- A. Provider holds the exclusive marketing and sponsorship rights for University of New Mexico ("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, 2015 to June 30, 2026 (the "Term").
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 (the "Benefits").
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: 2015-2016 – 2025-2026: \$265,000 net per year

Marketing Assets: \$165,000 net per year

Field Naming Gift to support Baseball Field Renovation: \$100,000 net per year

Athletic Year 2015-2016 – 2025-2016 Total Payment Paid as Follows:

\$66,250 Net Due August 1st

\$66,250 Net Due January 1st

\$66,250 Net Due October 1st

\$66,250 Net Due April 1st



4. **Post-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. Football \$825 Per Game, Men's Basketball \$875 Per Game, and Women's Basketball \$340 Per Game. (5% Increase each year)
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.
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 or any breach of this Agreement.*
8. **Qualified Sponsorship.** Sponsor agrees that any Benefits provided to or used by Sponsor under this Agreement will adhere to the limitations appertaining to "qualified sponsorships" as defined in Internal Revenue Code section 513(i) and Treasury Regulation 1.513-4. For purposes of this definition, qualified sponsorships are limited to those instances when the Sponsor receives no substantial return benefit from the arrangement other than the use or acknowledgement of the name or logo (or product lines) of the Sponsor. Use or acknowledgement in a qualified sponsorship may include: a) logos and slogans that do not contain qualitative or comparative descriptions of the Sponsor's products, services, facilities or name; b) list of Sponsor's locations, telephone numbers, or internet address; and c) logos or slogans that contain qualitative or comparative language that are an established part of the Sponsor's identity. Advertising containing qualitative or comparative language, calls to action, or otherwise an endorsement of the Sponsor's products is not included in this definition of a qualified sponsorship.



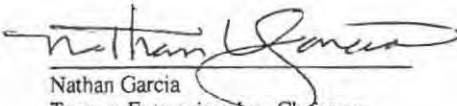
9. **Miscellaneous.** Sponsor and Provider will comply with all applicable federal, state and local laws as well as all Conference rules to which the University belongs and NCAA rules and regulations in connection with their respective performance under this Agreement. To that end, Sponsor shall not 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) with a copy mailed by certified mail, return receipt requested, (c) when received by the addressee, if 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 (d) when received by the addressee, if sent by e-mail to the appropriate e-mail address of the address. 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. 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:

Tamaya Enterprises Inc.

BY:


Nathan Garcia

Tamaya Enterprises Inc. Chairman

LOBO SPORTS PROPERTIES, LLC
1414 UNIVERSITY BLVD SE
ALBUQUERQUE, NM 87131

BY:

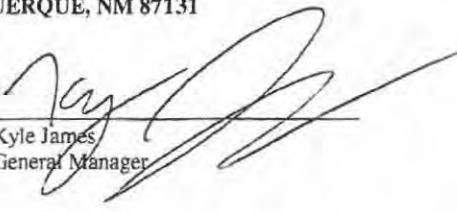

Kyle James
General Manager



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Men's Basketball

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 - UNM Athletics will provide the coaches and necessary team members to support an effective camp.
 - Camp/clinic dates/times to be mutually agreed upon.
 - Each camp/clinic will last up to two (2) hours
 - Any additional costs such as transportation, food and beverage, and apparel will be the responsibility of Tamaya Enterprises

Delivery alert until NaN

Dream deal for UNM nets \$10 million over 10 years

By Jessica Dyer / Journal Staff Writer

Published: Wednesday, May 3rd, 2017 at 10:49am
Updated: Wednesday, May 3rd, 2017 at 10:47pm



From left, UNM athletic director Paul Krebs, Dreamstyle's Larry Chavez, and Lobos football coach Bob Davie hold the cardboard check emblematic of the naming rights deal. (Roberto E. Rosales/Journal)
Get ready for a new name, Lobo basketball fans.

Same goes for you, UNM football fanatics.

Dreamstyle Remodeling has made a 10-year, \$10 million commitment to University of New Mexico in a deal that includes naming rights to University of New Mexico's football stadium and the Pit. CEO Larry Chavez presented officials with the first check — for \$1 million — during the deal's announcement Wednesday at Dreamstyle Remodeling's Albuquerque headquarters.

Chavez, a UNM graduate raised in Albuquerque, said he attended the first games ever played at the stadium and the Pit, and his first job was selling sodas at the football stadium. As his company —

EXHIBIT H

founded in 1989 with what he said was wife Joyce Hitchner's \$500 limit credit card — began thriving several years ago, Chavez started contemplating the possibility of a naming rights deal.

And yet he said the reality of Dreamstyle Arena and Dreamstyle Stadium is a little hard to fathom.

"I remember like yesterday walking the stands selling sodas. I don't think I ever dreamt that it would get to this stage. ... It's very special," he said in a Journal interview. "It's very special to our company — the people in our company who have made this happen."



Larry Chavez, CEO of Dreamstyle Remodeling, hands a check over to Paul Krebs, UNM athletic director, during a press conference in which the University of New Mexico announced that it was renaming both The Pit and the football stadium. (Roberto E. Rosales/Albuquerque Journal)

The \$10 million includes \$9 million for athletics, part of a contract forged with Lobo Sports Properties, a private entity to which UNM in 2013 licensed its multimedia and sponsorship rights. That company will get approximately \$1 million of the Dreamstyle money, according to UNM Athletic Director Paul Krebs. (Read more here.)

Chavez is pledging up to \$1 million to support other UNM entities, including initial recipients UNM Children's Hospital, Anderson School of Management and Popejoy Hall. Chavez said that's through a separate agreement with the University of New Mexico Foundation.

"What he has done is an example of dreaming big and dreaming in style and achieving those dreams," UNM Acting President Chaouki Abdallah said at Wednesday's news conference. "He's now trying to impact the next generation of dreams to make UNM and Albuquerque as great as it can be."

Chavez, a lifelong Lobo fan, led the recent \$250,000 effort to remodel the Lobo football team offices, contributing \$150,000 in materials and labor, while other private donors paid the rest.

He said that's how conversations began with UNM officials about naming rights to the football stadium. That eventually grew into a discussion about possibly getting the Pit naming rights too. Those were already under contract to WisePies, and Chavez said he did not make UNM a pitch to buy both for \$9 million. Instead, a UNM Foundation employee presented that deal to him about a month ago, he said.

“We want to be clear that we did not step in and try to interfere with the existing (deal),” he said. “We wouldn’t do that.”

More from ABQJournal.com

Not all of UNM’s Dream deal staying in the state



Larry Chavez made one thing clear Wednesday: He bleeds Lobo cherry red. The New Mexico native and owner of Dreamstyle... *continue reading »*



Dreamstyle Remodeling becomes the first naming rights sponsor for University Stadium, but its name will replace the WisePies moniker outside the Pit. WisePies secured the naming rights in 2014 in a deal of 10 annual installments totaling \$5 million. UNM said last week it asked WisePies to relinquish the naming rights to make way for a better agreement that would include multiple facilities. WisePies agreed, and their deal will terminate after 2½ years and three payments totaling \$800,000.

Some fans greeted the WisePies agreement with skepticism, in part because they resented a corporate name on the arena but also because WisePies had to pay just \$200,000 for the first two years.



The Dreamstyle Remodeling offices in Renaissance Center. (Roberto E. Rosales/Albuquerque Journal)

Larry Chavez, who said he is no relation to current WisePies owner Steve Chavez, said he does not fear backlash.

“Regardless of what may have gone on in the past, we’re quite confident we’ll be able to help the university and quite confident in our resources,” he said.

Dreamstyle Remodeling sells and installs a variety of name-brand home improvement products like Renewal by Andersen windows. It now operates in five states and has almost 500 employees. Chavez said it had \$80 million in revenues in 2016 and forecasts \$110 million this year.

The Springer, N.M.-born entrepreneur built the company after a previous business failure, one that nearly prompted him to file for bankruptcy in the late 1980s. But he told the Journal in a 2014 interview that his wife, Hitchner, wouldn’t sign onto the documents. Together they began building the company now known as Dreamstyle.

“My home was foreclosed and my car was repossessed,” Chavez told the Journal this week of his 1980s tumult. “I now own five homes, two of them temporary investments and I own 55 vehicles in the company.”

Chavez said his design team was already working on the new design for “Dreamstyle Stadium” and “Dreamstyle Arena” signs and expected to have them up in the next couple of months. He said at Wednesday’s event that he would not follow WisePies lead and rename the arena “Dreamstyle Arena aka the Pit.”

“We don’t like that (AKA part of the name), and I don’t think the community likes that. The official name is Dreamstyle Arena. We, like everybody else, love the nickname of the Pit and we’ll be taking that into consideration and doing some research. And if the community would like for the words ‘the Pit’ next to Dreamstyle Arena, we’ll do that,” he said.

Dreamstyle Remodeling’s \$10 million deal

Dreamstyle Remodeling is committing \$9 million to UNM athletics over a 10-year period. The contract calls for:

- \$1 million payment in 2017 (\$400,000 for football, \$600,000 for general athletics)
- \$800,000 by June 15, 2018 (\$250,000 for football, \$550,000 for general athletics)
- \$800,000 by June 15, 2019 (\$250,00 for football, \$550,000 for general athletics)
- \$800,000 by June 15 of each year from 2020 to 2027 (\$200,000 for football, \$600,000 for general athletics)

*UNM Athletic Director Paul Krebs said approximately \$1 million of the Dreamstyle money will go to Lobo Sports Properties, which handles UNM sponsorship and marketing

The company also pledges up to \$1 million to support other UNM programs through a separate arrangement with the University of New Mexico Foundation. CEO Larry Chavez said he will give a \$50,000 donation each year to spur matching donations, but will make any additional payments necessary to reach \$100,000 a year. Initial recipients include the UNM Children’s Hospital, Popejoy Hall and Anderson School of Management.

Dreamstyle Remodeling benefits include:

- Display areas at the arena and stadium and on-site “lead generation” opportunities for employees at games

- A suite at the stadium and arena
- A Dreamstyle-branded upstairs kitchen/sports bar area at the Pit (built at company's expense)
- Social media campaigns and other marketing efforts
- Use of football coach for one Dreamstyle-paid commercial each year
- Access to stadium and arena for private events without paying facility fees
- Ability to host two home shows at the Pit "with proceeds benefiting UNM programs" for UNM Children's Hospital, Popejoy Hall and possibly others



SPONSORSHIP AGREEMENT

THIS SPONSORSHIP AGREEMENT ("Agreement") is made and entered as of the 24th day of April, 2017 between DREAMSTYLE REMODELING, INC. ("Sponsor") and LOBO SPORTS PROPERTIES, LLC, a Missouri limited liability company qualified to do business in the State of New Mexico ("Provider").

BACKGROUND

- A. Provider holds the exclusive marketing and sponsorship rights for University of New Mexico ("University") athletics.
- B. Sponsor wishes to provide support for the University by sponsoring University athletics.

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

1. Term of Agreement. This Agreement shall begin as of the date hereof and continue through June 30, 2027 (the "Term"). Each contract year during the Term (sometimes referred to as an "Athletic Year") shall commence as of July 1 and continue for 12 months through June 30, except that the first contract year shall commence as of the date hereof and continue through June 30, 2018. 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. Sponsor agrees that any Benefits provided to or used by Sponsor under this Agreement will adhere to the limitations appertaining to "qualified sponsorships" as defined in Internal Revenue Code section 513(i) and Treasury Regulation 1.513-4. For purposes of this definition, qualified sponsorships are limited to those instances when the Sponsor receives no substantial return benefit from the arrangement other than the use or acknowledgement of the name or logo for product

Raw Video from press conference



Contact the writer.



The University of New Mexico

Office of The Custodian of Public Records

MSC05 3440

Scholes Hall Room 208

1 University of New Mexico

Albuquerque, NM 87131-0001

Telephone (505) 277-5035

<http://publicrecords.unm.edu/>

unmipra@unm.edu

May 22, 2017

Via Email Transmission:

Daniel Libit

Re: **IPRA Request No. 17-176**

Dear Mr. Libit:

Per your IPRA request dated May 5, 2017 for the following:

Copies of all communications between employees of Lobo Sports Properties and employees of the UNM Foundation, relating to any licensing or naming-rights agreements for UNM Athletics, since Jan. 1, 2013.

The appropriate UNM departments have searched and confirmed that they do not have public records responsive to your request.

This request is considered fulfilled, should you require further information please submit a new IPRA request to this office at <https://unmipra.nextrequest.com/>.

Sincerely,

John Rodriguez

John Rodriguez, M.A.
Custodian of Public Records

EXHIBIT I

Paul Krebs

From: Paul Krebs
Sent: Tuesday, May 02, 2017 9:51 AM
To: Frank Maggio Mercogliano; 'Jalen Dominguez'
Cc: Brad Hutchins; Kyle James
Subject: RE: CONFIDENTIAL: Dreamstyle Official Release (9:35 am edition)

Frank

Does it say anywhere in the release subject to BOR approval? If not this must be included. And do we need to mention this agreement is actually signed thru Learfield? And should we mention some of the money goes to marketing element for Learfield?

From: Frank Maggio Mercogliano
Sent: Tuesday, May 02, 2017 9:36 AM
To: Brad Hutchins; Jalen Dominguez; Jennifer Kemp; Paul Krebs; Kyle James; DDewey@dreamstyleremodeling.com; Brian DeSpain
Subject: CONFIDENTIAL: Dreamstyle Official Release (9:35 am edition)

Gang,

I believe Jennifer and Jalen had a version of this, but I wanted everyone to see what the final copy will look like in form. If you have other versions of this release, please discard, and use only this version.

The first three pages of the release will be on regular paper, and will be in color.
The fourth page is the one-sheet that details some of the terms of the agreement without all the legal jargon and some of the really esoteric details of the agreement. This page will actually be on cardstock.

Please make any changes and hit replay all so that we all have it on one thread and can see what changes are being made.

Frank

Frank Mercogliano

Asst. A.D. for Communications
University of New Mexico
Contact for Football, Skiing and Women's Tennis
fmercog@unm.edu
@fmmercogliano on Twitter
505-410-4844

EXHIBIT J





The University of New Mexico

Office of The Custodian of Public Records

MSC05 3440

Scholes Hall Room 208

1 University of New Mexico

Albuquerque, NM 87131-0001

Telephone (505) 277-5035

<http://publicrecords.unm.edu/>

unmipra@unm.edu

May 22, 2017

Via Email Transmission:

Daniel Libit

Re: **IPRA Request No. 17-176**

Dear Mr. Libit:

Per your IPRA request dated May 5, 2017 for the following:

Copies of all communications between employees of Lobo Sports Properties, LLC, and employees or representatives of Dreamstyle Remodeling, which relate in any way to the naming-rights agreement for Dreamstyle Arena or Dreamstyle Stadium.

The appropriate UNM departments have searched and confirmed that they do not have public records responsive to your request.

This request is considered fulfilled, should you require further information please submit a new IPRA request to this office at <https://unmipra.nextrequest.com/>.

Sincerely,

John Rodriguez

John Rodriguez, M.A.
Custodian of Public Records

EXHIBIT K



The University of New Mexico

Office of The Custodian of Public Records

MSC05 3440

Scholes Hall Room 208

1 University of New Mexico

Albuquerque, NM 87131-0001

Telephone (505) 277-5035

<http://publicrecords.unm.edu/>

unmipra@unm.edu

May 22, 2017

Via Email Transmission:

Daniel Libit

Re: **IPRA Request No. 17-174**

Dear Mr. Libit:

Per your IPRA request dated May 5, 2017 for the following:

Copies of all communications between employees of Lobo Sports Properties, LLC, and employees or representatives of Tamaya Enterprises or Santa Ana Star Casino, relating to the naming-rights agreement for Santa Ana Star Field.

The appropriate UNM departments have searched and confirmed that they do not have public records responsive to your request.

This request is considered fulfilled, should you require further information please submit a new IPRA request to this office at <https://unmipra.nextrequest.com/>.

Sincerely,

John Rodriguez

John Rodriguez, M.A.
Custodian of Public Records

EXHIBIT L

From: Kyle James
Sent: Tuesday, October 20, 2015 1:05 PM
To: Brad Hutchins
Subject: Tamaya Contract
Attachments: Tamaya Enterprises 15-26.doc

Here is the word version. Please make any necessary changes.

Kyle James
General Manager
Lobo Sports Properties
UNM South Campus
1414 University SE
Albuquerque, NM 87131
505-925-5511 (Phone)
505-925-5609 (Fax)
575-202-4675 (Cell)
www.learfieldsports.com



A property of Learfield Sports

EXHIBIT M



MARKETING & SPONSORSHIP AGREEMENT

THIS MARKETING AND SPONSORSHIP AGREEMENT (“Agreement”) is made and entered on the 20th day of October, 2015 between **Tamaya Enterprises Inc.** (“Sponsor”) and LOBO SPORTS PROPERTIES, LLC, a Missouri limited liability company qualified to do business in the State of New Mexico (“Provider”).

BACKGROUND

- A. Provider holds the exclusive marketing and sponsorship rights for University of New Mexico (“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, 2015 to June 30, 2026 (the “Term”):
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 (the “Benefits”).
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: 2015-2016 – 2025-2026: \$265,000 net per year

Naming Rights: \$100,000 net per year

Marketing Assets: \$165,000 net per year

Athletic Year 2015-2016 – 2025-2016 Total Payment Paid as Follows:

\$66,250 Net Due August 1st

\$66,250 Net Due January 1st

\$66,250 Net Due October 1st

\$66,250 Net Due April 1st



4. **Post-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. Football \$825 Per Game, Men's Basketball \$875 Per Game, and Women's Basketball \$340 Per Game. (5% Increase each year)
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.
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 or any breach of this Agreement.*
8. **Qualified Sponsorship.** Sponsor agrees that any Benefits provided to or used by Sponsor under this Agreement will adhere to the limitations appertaining to "qualified sponsorships" as defined in Internal Revenue Code section 513(i) and Treasury Regulation 1.513-4. For purposes of this definition, qualified sponsorships are limited to those instances when the Sponsor receives no substantial return benefit from the arrangement other than the use or acknowledgement of the name or logo (or product lines) of the Sponsor. Use or acknowledgement in a qualified sponsorship may include: a) logos and slogans that do not contain qualitative or comparative descriptions of the Sponsor's products, services, facilities or name; b) list of Sponsor's locations, telephone numbers, or internet address; and c) logos or slogans that contain qualitative or comparative language that are an established part of the Sponsor's identity. Advertising containing qualitative or comparative language, calls to action, or otherwise an endorsement of the Sponsor's products is not included in this definition of a qualified sponsorship.



9. **Miscellaneous.** Sponsor and Provider will comply with all applicable 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) with a copy mailed by certified mail, return receipt requested, (c) when received by the addressee, if 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 (d) when received by the addressee, if sent by e-mail to the appropriate e-mail address of the address. 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. 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:

Tamaya Enterprises Inc.

BY:

Nathan Garcia
Tamaya Enterprises Inc. Chairman

LOBO SPORTS PROPERTIES, LLC
1414 UNIVERSITY BLVD SE
ALBUQUERQUE, NM 87131

BY:

Kyle James
General Manager



EXHIBIT A

MARKETING & SPONSORSHIP AGREEMENT BETWEEN TAMAYA ENTERPRISES INC. AND LOBO SPORTS PROPERTIES, LLC

BENEFITS

I. Career Day at UNM

Tamaya Enterprises Inc. will receive the following:

- UNM officials will come to The Pueblo of Santa Ana to meet with youth and talk about career opportunities within a university setting.
- This can also take place at UNM with a tour of athletics and main campus if that is better for the kids in Santa Ana.
- Speakers could include:
 - Coaches / Marketing executives / Fundraising / Facilities staff / Communications / Compliance / Admissions / Doctors / Nurses / President's office

II. Read with the Lobos

Tamaya Enterprises Inc. will become a sponsor of the “Read with the Lobos” program:

- Rewarding kids for reading with tickets to games
- Print materials to help kids keep track of their books
- Coaches / players to visit schools to talk about the program and read to the kids and get them encouraged to participate.
- Top readers will be recognized at a lobo game on the court / field

III. Lobo Baseball Clinic

- Lobo Baseball players and coaches to hold youth clinic at The Pueblo of Santa Ana
- Two (2) lucky participants will receive free camp registration for Lobo Baseball camp

IV. Lobo Softball Clinic

- Lobo Softball players and coaches to hold youth clinic at The Pueblo of Santa Ana
- Two (2) lucky participants will receive free camp registration for Lobo Softball camp



V. The Pueblo of Santa Ana Ticket Use

Tamaya Enterprises Inc. will receive the following season tickets:

Football

- Thirty (30) season tickets
- Five (5) parking passes
- One-Hundred (100) tickets to one home game

Men's Basketball

- Thirty (30) bench season tickets
- Five (5) parking passes

Women's Basketball

- Thirty (30) bench season tickets
- One-Hundred (100) tickets to one home game
- Five (5) parking passes

VI. Day at the Game (Men's Basketball)

Tamaya Enterprises Inc. will receive one (1) Day at the Game for Men's Basketball

- Fifty (50) tickets
- Use of private hospitality at Lobo Basketball Game
- Private picture opportunities with Lobo Louie
- Lobo Sports Properties will provide Photographer

VII. Field Level Suite – Santa Ana Night:

- One (1) premium hospitality tent
- Tent is approx. 10' x 20'
- Tent/table/chairs provided
- Private picture opportunities with Lobo Louie
- Lobo Sports Properties will provide Photographer
- Fifty (50) tickets
- Six parking passes
- Four (4) Pre-game sideline passes

VIII. Lobo Club Membership

Tamaya Enterprises Inc will receive all benefits that are associated with the Turquoise Lobo Club Membership:

- Priority parking
- Priority seating
- Tax Deduction
- Donor Recognition

IX. Radio

Santa Ana Star Casino will receive the following elements on the Lobo Radio Network

- Two (2) :30 second spots and one (1) billboard during each football, men's basketball and women's basketball broadcast
- One (1) :30 spot and one (1) billboard during each football tailgate pre-game show, Lobo Talk coaches show, Athletic Director show and Postgame football and men's basketball call-in shows
- One (1) :30 spot during each Lobo Daily Show

X. Television Broadcast (Coaches Shows & Game Broadcast)

Santa Ana Star Casino will receive the following elements on the lobo coaches show and lobo basketball game broadcasts:

- One (1) :30 spot and one (1) billboard in each Coaches Shows (25)
- Two (2) :30 spots and one(1) billboard in each game broadcast



XI. Naming Rights Assets:

Tamaya Enterprises will receive the following elements:

- Exterior signage prominently placed on the outfield wall facing University AVE
- Exterior signage place on the entrance to baseball stadium (Must be in university fonts)
- Interior signage placed on the 1st and 3rd walls
- Name placement on directional signage

XII. Additional Naming Rights Assets:

Tamaya Enterprises will receive the following elements:

- Media Guide logo placement
- Radio Broadcasts (We are here at Santa Ana Star Field)
- Golobos.com (Santa Ana Star Field Text and Logo Placement)
- Ticket Stocks for Baseball (Text on single game stock to read Santa Ana Star Field)
- Media Release Plan (Year (1) One)
 - One time press conference
 - One time press release

XIII. Marketing Assets:

- :30 Commercial on all Baseball live stream events
- Yearlong promotion at baseball events
- 50 Season tickets per year

XIV. Lobos in the Community:

- Baseball
 - Santa Ana Pueblo Night (Includes run out on the field and throw out the first pitch)
- Baseball Camps
 - Hitting Clinic
 - Pitching Clinic
 - Fielding Clinic
- Health & Wellness Clinic
 - Two (2) clinics per year from UNM Athletics Nutritionist
 - Two (2) clinics per year from UNM Athletics Strength Coaches
- Basketball Camp
 - One (1) basketball camp per year with either MBB or WBB Program
- TBD Camp
 - One (1) camp per year with one of the following golf, cross country, track & field, volleyball, soccer, or swimming program. UNM Athletics/Lobo Sports Properties will discuss camp options prior to each year and the Tamaya Enterprises Executive team will make a decision on which camp they choose.
- Camp/Clinic Details
 - UNM Athletics will provide the coaches and necessary team members to support an effective camp.
 - Each camp/clinic will last (2) hours
 - Any additional costs such as transportation, food and beverage, and apparel will be the responsibility of Tamaya Enterprises



The University of New Mexico

Office of The Custodian of Public Records

MSC05 3440

Scholes Hall Room 208

1 University of New Mexico

Albuquerque, NM 87131-0001

Telephone (505) 277-5035

<http://publicrecords.unm.edu/>

unmipra@unm.edu

June 23, 2017

Via Email Transmission:

Daniel Libit

Re: **IPRA Request No. 17-245**

Dear Mr. Libit:

Per your IPRA request dated June 6, 2017 for the following:

All licensing agreements entered into by Lobo Sports Properties on behalf of, or relating to, the University of New Mexico. As part of this request, please exclude documents relating to agreements with Dreamstyle and Tamaya Enterprises.

The public records responsive to your request are now available and the cost for the production of this request is as follows:

Total Pages:	83
Complimentary Pages:	20
Adjusted Total Pages:	63 @ .35 per electronic page
Total Cost:	\$22.05

UNM requires advance payment of fees, either by cash or credit card, before copies are provided to the requestor. Cash payments must be made at the UNM Cashier's Office located in the Perovich Business Center, Suite 1100, on the southwest corner of Lomas and University Boulevards. Credit card payments can be made online at:

https://secure.touchnet.com/C21597_ustores/web/product_detail.jsp?PRODUCTID=1651&SINGLESTORE=true

EXHIBIT N

Checks can be mailed directly to:

Office of the Custodian of Public Records
MSC05 3440
Scholes Hall Room 208
1 University of New Mexico
Albuquerque, NM 87131-0001

You may also arrange a time and date during regular operating business hours to inspect the records in person by contacting this office at unmipra@salud.unm.edu.

This request is considered fulfilled, should you require further information please submit a new IPRA request to this office at <https://unmipra.nextrequest.com/>.

Sincerely,

John Rodriguez

John Rodriguez, M.A.
Custodian of Public Records

From: Cristal Garcia
Sent: Monday, September 16, 2013 3:40 PM
To: Brad Hutchins
Subject: DQ contract
Attachments: Dairy Queen Contract 13-15 #2.doc

Importance: High

Hey there,

Can I have you look over this contract and add any wording we need for the licensing part.
Thanks

Cristal Garcia
Account Executive
Lobo Sports Properties
UNM South Campus
1414 University SE
Albuquerque, NM 87131
505-925-5511 (Phone)
505-925-5609 (Fax)
505-270-8931 (Cell)
www.learfieldsports.com



A property of Learfield Sports

EXHIBIT O



MARKETING & SPONSORSHIP AGREEMENT

THIS MARKETING AND SPONSORSHIP AGREEMENT ("Agreement") is made and entered as of the 16th day of September, 2013 between **Dairy Queen ("Sponsor")** and LOBO SPORTS PROPERTIES, LLC, a Missouri limited liability company qualified to do business in the State of New Mexico ("Provider").

BACKGROUND

- A. Provider holds the exclusive marketing and sponsorship rights for University of New Mexico ("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"):

**Athletic Years: 2013 – 2014
2014 – 2015 (Option)**

Neither Party shall have any of the rights set forth in this Agreement after its expiration except for obligations which by this 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 (the "Benefits").
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:

Licensing Agreement 2013-14: \$2,800 net

Licensing Agreement 2014-15: \$5,000 net (optional)

Total payments paid as follows: net amount to be paid by February 1st each year of the agreement

Opt-out Clause: Dairy Queen has the ability to option out of the 2014-15 athletic years of the marketing agreement and must do so in writing by March 15th of 2014. If Dairy Queen does not state their intentions to option out of the agreement then Dairy Queen will be legally bound to fulfill the 2014-15 athletic year of the marketing agreement. In order to maintain the rights to sell the Lobo Louie blizzard, Dairy Queen must maintain the Lobo Sports Properties marketing agreement. Cancelation of the marketing agreement will automatically cancel the rights of logo usage or sales of the Lobo Louie Blizzard.

Please make all checks payable to Lobo Sports Properties. 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.

4. **Post-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.
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 or any breach of this Agreement.
8. **Qualified Sponsorship.** Sponsor agrees that any Benefits provided to or used by Sponsor under this Agreement will adhere to the limitations appertaining to "qualified sponsorships" as defined in Internal Revenue Code section 513(i) and Treasury Regulation 1.513-4. For purposes of this definition, qualified sponsorships are limited to those instances when the Sponsor receives no substantial return benefit from the arrangement other than the use or acknowledgement of the name or logo (or product lines) of the Sponsor. Use or acknowledgement in a qualified sponsorship may include: a) logos and slogans that do not contain qualitative or comparative descriptions of the Sponsor's products, services, facilities or name; b) list of Sponsor's locations, telephone numbers, or internet address; and c) logos or slogans that contain qualitative or comparative language that are an established part of the Sponsor's identity. Advertising containing qualitative or comparative language, calls to action, or otherwise an endorsement of the Sponsor's products is not included in this definition of a qualified sponsorship.
9. **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) with a copy mailed by certified mail, return receipt requested, (c) when received by the addressee, if 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 (d) when received by the address, if sent by e-mail to the appropriate e-mail address of the address. 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. 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:

Katie Cox
MBT Marketing
On Behalf of Dairy Queen
107 SE Washington Street
STE 635
Portland, OR 97214
(503) 232-7202
katie@mbtmarketing.com

LOBO SPORTS PROPERTIES, LLC
1414 UNIVERSITY BLVD SE
ALBUQUERQUE, NM 87131

BY: _____
Katie Cox
Media Director

By: _____
Title: Joseph Weiss
General Manager

By: _____
Title: Cristal Garcia
Account Executive



EXHIBIT A

**TO MARKETING & SPONSORSHIP AGREEMENT
BETWEEN
DAIRY QUEEN
AND
LOBO SPORTS PROPERTIES, LLC**

BENEFITS

I. LOBO BLIZZARD/LOGO USAGE

- Dairy Queen will have the rights to use the licensed logos of University of New Mexico and Lobo Louie for sales of the Dairy Queen Lobo blizzard.
- Any logos used in Dairy Queen marketing and product sales (i.e. Lobo Louie Blizzard) must be approved by UNM Athletics

From: Jordan Hadfield
Sent: Monday, August 8, 2011 12:02 PM
To: Jeffrey Nelson
Subject: FW:
Attachments: MCM Elegante Contract_2011-12.doc

Importance: High

From: Cristal Garcia [mailto:cgarcia@lobosportsproperties.com]
Sent: Wednesday, August 03, 2011 4:06 PM
To: ████████@gmail.com; jordie@unm.edu
Subject:
Importance: High

Hello there... Attached you will see the contract I am going to have Shannon at the MCM Elegante Sign.. Can you please look over your tournament details and let me know if I'm missing any marking elements that you may have promised them so I can add them in.. If everything looks good then I will have it signed...

Thanks !!!

Cristal

Cristal Garcia
Account Executive
Lobo Sports Properties
UNM South Campus
1414 University SE
Albuquerque, NM 87131
505-925-5511 (Phone)
505-925-5609 (Fax)
505-270-8931 (Cell)
www.learfieldsports.com



A property of Learfield Sports



Marketing & Sponsorship Contract

Shannon Mullan
MCM Elegante Hotel & Event Center
2020 Menaul NE
Albuquerque, NM 87109

Start Date: August 9, 2011
End Date: June 30, 2012
Phone: (505)872-0412
Cell: (505)239-9897
Fax: (505)881-4806

Lobo Sports sponsorship at the University of New Mexico athletic venues and/or events includes:

I. WOMEN'S SOCCER TOURNAMENT SPONSORSHIP

1. The MCM Elegante will become the Title Sponsor of the Lobo Women's Soccer "MCM Elegante Tournament." The dates of the tournament are September, 16th through 18th, 2011. The tournament will feature four (4) teams, including UNM, in a two-day tournament that the MCM Elegante will be the sponsor for all games. If a cash sponsor is obtained, MCM Elegante and the cash sponsor will become Co-Title sponsors.
2. Sponsor Acknowledgement to MCM Elegante:
 - A. Title Sponsorship: MCM Elegante will be recognized as the Title Sponsor on, website and press releases information. MCM Elegante will also receive game program logo recognition and tournament recognition.
 - B. Public Address Announcements: The UNM Athletics Department will provide a minimum of six (6) public address announcements per game throughout the tournament acknowledging MCM Elegante's support of Lobo Women's Soccer and the "MCM Elegante Tournament".
 - C. Soccer Signage: MCM Elegante will receive recognition on signage materials present during the tournament. Signage elements include
 - Team Gifts: MCM Elegante will be given the opportunity to provide gifts for the players, coaches, etc.
 - Electronic messaging: MCM Elegante will receive recognition on the electronic messaging board located next to the soccer field..
 - Ticket Distribution: Twenty (20) reserved seats to each tournament game
 - D. Sponsor Presentation: A representative of MCM Elegante will be asked to help present the championship trophy at the conclusion of the tournament.

Lobo Sports Properties, LLC

June 26, 2017
Page 1
(Form Revised September 2008)

Lobo Sports Properties
UNM South Campus
MSC04 2680
1 University of New Mexico
Albuquerque, NM 87131-0001

Overnight Address:
Lobo Sports Properties
UNM South Campus
1414 University SE
Albuquerque, NM 87131
phone: 505 925 5511, fax: 505 925 5609



Marketing & Sponsorship Contract

II. MCM ELEGANTE LOBO CLASSIC VOLLEYBALL TOURNAMENT SPONSOR

1. MCM Elegante will be sponsor for the MCM Elegante Lobo Classic Volleyball Tournament on August 26th and 27th. The tournament will feature three (3) teams, including UNM, in a two-day tournament with championship and consolation games.
3. Sponsor Acknowledgement to MCM Elegante:
 - A. Title Sponsorship: MCM Elegante will be recognized as the Title Sponsor on , website and press releases. MCM Elegante will also receive game program logo recognition
 - B. Public Address Announcements: The UNM Athletics Department will provide a minimum of four (4) public address announcements per game throughout the tournament acknowledging MCM Elegante's support of Lobo Volleyball and the "MCM Elegante Tournament".
 - C. Team Gifts: MCM Elegante will be given the opportunity to provide gifts for the players, coaches, etc.
 - D. Logo Recognition: The MCM Elegante will receive logo recognition on the tournament t-shirts.
 - E. Lobo Volleyball Corporate Box: The MCM Elegante will receive one (1) corporate volleyball box. The corporate box comes with two (2) Olympic sports passes and a banner. MCM Elegante is responsible for all production costs of the banner.

III. LOBO VOLLEYBALL BANQUET HOST

1. The MCM Elegante will be the host hotel for the annual Lobo Volleyball Banquet. Exact Date to be determined.
2. Details pertaining to the Volleyball Banquet will be mutually determined between the UNM Athletics' Department and The MCM Elegante.

TRADE-IN-KIND DUE EACH YEAR OF THE AGREEMENT:

- *MCM Elegante will provide Eleven (11) rooms for three (3) nights for each team during the Women's Soccer tournament.*
- *MCM Elegante will provide Ten (10) rooms for three (3) nights for each team during the volleyball tournament.*

TERMS and CONDITIONS:

The term of the agreement shall be from August 5, 2011 through June 30, 2012. Neither party shall have rights defined in this agreement after contract expiration.

Please make checks payable to **Lobo Sports Properties, LLC**.

Late payment(s) are subject to interest charges of 2% per month (24% APR) or highest rate allowed by law.

Lobo Sports Properties, LLC

June 26, 2017
Page 2
(Form Revised September 2008)

Lobo Sports Properties
UNM South Campus
MSC04 2680
1 University of New Mexico
Albuquerque, NM 87131

Overnight Address:
Lobo Sports Properties
UNM South Campus
1414 University SE
Albuquerque, NM 87131-0001

phone: 505 925 5511, fax: 505 925 5609



Marketing & Sponsorship Contract

As used here, sponsor includes any successor in interest thereto. This contract is non-cancelable, assignable only by Lobo Sports Properties, LLC but not sponsor without Lobo Sports Properties, LLC's consent and is governed by the laws of the state of Missouri.

Sponsorship investment includes 12 regular season football and 29 regular season basketball broadcasts. If network broadcasts additional games (beyond 12 for football and 29 for basketball) the sponsorship will continue for those games at the regular season rate. Additional games/broadcasts will be invoiced at the conclusion of each (football and basketball) season.

ACCEPTED and AGREED:

THE MCM ELEGANTE HOTEL & EVENT CENTER

LOBO SPORTS PROPERTIES, L.L.C.

By: _____
SHANNON MULLAN

By: _____
CRISTAL GARCIA
ACCOUNT EXECUTIVE

Date: _____

Date: _____

This contract is not binding on Lobo Sports Properties, LLC until and unless executed by the General Manager of Lobo Sports Properties, LLC below:

By: _____
JOSEPH WEISS
GENERAL MANAGER

Date: _____

Lobo Sports Properties, LLC

June 26, 2017
Page 3
(Form Revised September 2008)

Lobo Sports Properties
UNM South Campus
MSC04 2680
1 University of New Mexico
Albuquerque, NM 87131

Overnight Address:
Lobo Sports Properties
UNM South Campus
1414 University SE
Albuquerque, NM 87131-0001

phone: 505 925 5511, fax: 505 925 5609

From: Kyle James
Sent: Friday, July 29, 2016 11:38 AM
To: Kasey Byers
CC: Drew Ingraham
Subject: FW: 16-17 New Mexico show dates - production
Attachments: New Mexico Coaches Show-Lobo Sports Properties (2016-09-01 thru 2017-03-31) - Execution Version (2).pdf

Hey Kasey,

Can you please review this and get it back to me by EOB today? Not sure if you have the hard copy I gave to you last week but Jim Buckle and Root have asked we get this back to them today.

Thx!

Kyle James
Lobo Sports Properties
O: 505-925-5511

SERIES AGREEMENT

THIS SERIES AGREEMENT (the “Agreement”), dated as of September 1, 2016 (“Effective Date”), is by and between **LOBO SPORTS PROPERTIES, LLC**, with its primary address at UNM South Campus, MSC04 2680, 1 University of New Mexico, Albuquerque, NM 87131-0001 (“Producer”) and **AT&T SPORTSNET ROCKY MOUNTAIN, LLC** (“ATTRM”).

Producer agrees to produce and license to ATTRM all rights and furnish all services specified below in connection with the television series described herein, in accordance with the following terms and conditions.

1. **LICENSE AND PRODUCER'S OBLIGATIONS (PRODUCTION, DELIVERY AND APPROVAL).**

(a) Subject to the terms and conditions hereinafter set forth, Producer shall produce and license to ATTRM, a total of twenty-five (25) Episodes of the television series currently entitled *Lobo Football with Bob Davie* and *Lobo Basketball with Craig Neal* (the “Series”) for Telecast via ATTRM’s regional sports network currently known as *ROOT SPORTS* (the “Network”). The anticipated launch date of the Series (i.e., the first airing of the first Episode) shall be during the week of September 5, 2016 and the final Episode will air the week TBD in March 2017.

(b) Producer shall deliver twenty-five (25) fully produced and ready-to-air Episodes of the Series during the Term of this Agreement. Each Episode Producer produces and delivers shall be:

- (i) Approximately thirty (30) minutes in total running time (inclusive of advertising time to be inserted by Producer and ATTRM);
- (ii) In a 16x9 HDTV format;
- (iii) Compliant with ATTRM’s standard delivered production requirements, including, without limitation, tape stock, music and title elements, music cue sheets, closed captioning and all promotional material required by ATTRM as set forth in Exhibit A; and
- (iv) In a format that provides for commercial breaks as set forth in Exhibit B, attached hereto; and
- (v) Delivered to ATTRM via FTP protocol so that each Episode is received no later than one (1) business days prior to the scheduled air date of that Episode.

In the event that Producer fails to timely deliver any Episode as set forth above, ATTRM shall have the right to terminate the Agreement.

(c) ATTRM shall have the right of prior approval with respect to each episode of Series. Each Episode delivered by Producer shall be acceptable to ATTRM in all respects, complete and suitable for broadcasting, and in conformance with ATTRM's creative, commercial and technical standards as delineated in this Agreement (including the content, video, audio, graphic look, special effects, talent, number of cameras, and other specifications set forth in Exhibit "A"). ATTRM shall exercise its right of approval in a good faith manner as follows:

(i) ATTRM shall examine each delivered Episode to determine if it complies with all applicable ATTRM technical, format and creative standards and guidelines.

(ii) In the event that ATTRM determines, in its sole discretion, that any Episode does not meet such standards and guidelines in any respect, ATTRM shall, without waiver of any other remedy, have the right, in its sole discretion, reasonably exercised, to:

((a)) Refuse to broadcast such Episode;

((b)) Inform Producer of any and all deficiencies in detail, and if time permits, Producer shall rectify such problems at Producer's sole cost and resubmit for ATTRM's approval, within five (5) days of notification by ATTRM, acceptable revised Episode complying with ATTRM's requested changes; or

((c)) If Producer is unable or unwilling to rectify the deficiencies per the process in ((b)) above, terminate this Agreement, without further obligation to the Producer.

(d) Producer shall produce and deliver each Episode to ATTRM at Producer's sole cost. For sake of clarity, Producer is solely responsible for all costs and expenses related to every Episode, including without limitation: (i) any necessary fees to the participants or owners of footage; (ii) any fees in connection with agreements for use of the names, likenesses, identities or trademarks (including, without limitation, service marks) of the individuals, entities and events depicted therein; (iii) any and all costs and expenses in connection with the acquisition of any necessary exclusive rights and licenses for the production and distribution of the Series and each Episode as set forth in this Agreement by ATTRM, its affiliates, licensees and other duly authorized persons and entities; (iv) any and all costs and expenses in connection with the production of the Series, including, but not limited to, all above-the-line and below-the-line elements, post-production, and underlying rights, including, without limitation, the acquisition of all music licenses (including any and all necessary music library, needle drop, master use, synchronization and mechanical licenses) as necessary for music contained within the Series; and (v) closed captioning services. If Producer wishes for ATTRM to be responsible for the closed captioning, Producer shall pay ATTRM a captioning fee in the amount of Fifty-Five Dollars (\$55.00) net for each Series episode for which it desires ATTRM to provide such services.

ATTRM must receive payment of the closed captioning fee at the following location on the date of payment: ATTRM, 5059 Collections Center Drive, Chicago, IL 60693. Except as expressly set forth herein, ATTRM shall not be obligated to make any payment to Producer or anyone else related to an Episode, its underlying material or on account of ATTRM's distribution of the Series.

(e) Any use by Producer of the ATTRM logo or any other logo or marks of the Network in connection with any Episode or any use of the ATTRM name (or other name of the Network, as applicable) in connection with any publicity or marketing of the Series, including, without limitation, all press releases related to the Series or any Episode thereof, must receive ATTRM's prior written approval no less than seven (7) days prior to any such intended use or distribution.

(f) ATTRM has the right (reasonably exercised) to edit, augment and otherwise adapt each Episode, subject to the rights granted to Producer herein to have included in each Episode certain Producer-designated commercial inventory.

(g) In no event shall ATTRM be required to provide Producer or any other third parties with ratings information in connection with the Series or this Agreement.

2. ATTRM'S TELECAST RIGHTS.

(a) "Telecast" shall mean any transmission of a video and/or audio signal, by any means of technology whether presently existing or hereafter developed, including, without limitation, via the following: (i) systems including standard television (free over-the-air television) and non-standard television (including, without limitation, basic, tier, and/or premium cable distribution), direct broadcast satellite television ("DBS"), subscription television ("STV"), multi-point distribution systems ("MDS"), multiple multi-point distribution systems ("MMDS"), local multi-point distribution systems ("LMDS"), satellite master antennae television systems ("SMATV"), open video system ("OVS"), television receive-only ("TVRO"), closed circuit television, high-definition format, video-on-demand ("VOD"), subscription video-on-demand ("SVOD"), any broad- or narrow-band audio/video distribution system, and so-called "authenticated" or "TV Everywhere" delivery via the internet to subscribers of such systems (e.g., internet delivery of a video programming service to a subscriber of a television system who is verified as being authorized to receive such video programming service via such television system); and (ii) Internet, www, cable modem, mobile platforms (including smartphones, personal digital assistants and tablet computers), wireless, via streaming and/or video-on-demand to devices (including, without limitation, personal computers and mobile devices), and all existing and future online Telecast technologies now known or hereafter developed.

(b) "Territory" shall mean the distribution footprint of the Network, as the same may be amended from time to time by Network in its sole discretion.

(c) ATTRM has the right in the Territory (the “ATTRM Telecast Right”) to distribute, transmit, display, exhibit, license, advertise, duplicate, promote, perform, Telecast and otherwise exploit, and to permit the distribution and other exploitation of, each Episode and its constituent elements solely throughout the Term, in any and all languages, by all means of Telecast, without limitation as to the number of exhibitions and uses. The foregoing shall include, without limitation, ATTRM’s right to: (i) use portions of the Series (“Clips”) on the Network, ATTRM’s websites and on mobile platforms; and (ii) Telecast Episodes, from time to time, as filler programming (that is, an Episode Telecast in less than its entirety). If and when ATTRM uses such Clips or Telecasts such filler programming, ATTRM shall have no obligation to Producer in regard to advertising inventory.

(d) ATTRM shall use commercially reasonable efforts to clear on a weekly basis the initial Telecast of each delivered and accepted Episode on the Network, on Tuesday evenings during the weeks listed in Exhibit C, or a comparable time slot at ATTRM’s sole discretion. ATTRM shall have the right to replay any Episode as many times and at such hours of the broadcast day as it determines in its sole discretion during the period between the initial telecast time of each Episode (as specified above) and 12:00 Noon of the next-occurring Saturday. ATTRM also has the unlimited right, but no obligation, in its sole discretion to re-Telecast any Episode on an alternative network, channel or programming service, including but not limited to on the *ROOT SPORTS* Northwest, *ROOT SPORTS* Southwest and *ROOT SPORTS* Pittsburgh regional sports networks within their respective distribution territories, within the same time constraints specified above and otherwise according to the terms herein. ATTRM’s distribution rights to the Episodes shall be exclusive during the Term, except Producer reserves the right to stream each Episode on the UNM athletic department’s official website after Network’s initial Telecast authorized hereunder.

(e) ATTRM, its assignees and affiliates, shall have the right, without any payment, and may grant others the right to reproduce, print, publish, or disseminate in all manners and media now known or subsequently developed, promotion for the Series, the name, likeness, voice and biographical information concerning each person appearing in or connected with the Series, brief portions of Episodes as well as the names, logos, trademarks and other identities of Producer, and of any other entities associated with Producer, to advertise, promote, publicize and distribute the Series and ATTRM’s exploitation thereof, as well as to advertise, promote and publicize ATTRM’s programming services, but not as a direct endorsement of any other product or service. Producer, at ATTRM’s reasonable request, will deliver, at no charge, existing slides, photos, B-roll and other publicity and promotional materials reasonably available to or under the control of Producer.

(f) Producer retains the right to distribute the Episodes solely via the official website of the University of New Mexico following the initial airing on ATTRM

3. CONSIDERATION.

(a) In full consideration of all rights and duties granted in this Agreement, Producer shall receive, after all ATTRM affiliate inventory obligations are satisfied, seven of the available thirty-second (:30) spots of regional commercial inventory and all billboards and features during the initial Telecast of each Episode of the Series and in any re-telecast thereof for the promotion of the products and services of advertisers solicited by Producer.

(b) Producer may authorize a third party to sell commercial inventory allocated to Producer on behalf of Producer, provided however, that (i) Producer shall at all times keep ATTRM advised of the identity and contact information of such third-party selling representatives and (ii) commercial inventory will not be sold individually for the Network, but for the Series at large (e.g. for national “unwired” sales). Producer shall keep ATTRM reasonably apprised of anticipated commercial sponsors so as to avoid any duplication in the sales effort.

(c) All solicitations, sponsorships, and sales proposed by Producer of commercial inventory and the content of all commercials, billboards, features and promotions are subject to: (i) Federal Communications Commission (“FCC”) regulations and all other applicable federal and state regulations, (ii) ATTRM advertising regulations; and (iii) ATTRM’s reasonable prior approval. Without ATTRM’s prior approval, which it may withhold in its sole discretion, Producer is prohibited from including in any Episode any tobacco- or smoking-related advertising, or advertising for any habit-forming or illegal drugs (except for prescription drugs) or products or services related to such substances (not including products sold and marketed to aid in quitting smoking), but advertising for alcoholic beverages may be accepted. In addition, Producer may not include in any Episode any: (1) casino, sports book, online gambling, lottery or any other gambling advertising or promotion (including, without limitation, any advertisement or promotion for a simulated wagering or card-playing tutorial website), (2) advertisements or promotions that may constitute “calls to action” for cable or satellite subscribers to demand carriage of any programming service from their cable operator or satellite provider, (3) advertisements or promotions for any television network owned or operated by any competitor of ATTRM, including without limitation: Disney/ABC (e.g., ESPN, ESPN2, ESPN3, ESPNU, ESPN Radio, SEC Network), Turner (e.g., TNT, TBS), Fox (e.g., Fox, FS1, FS2, Fox Regional Networks), CBS (e.g., CBS, CBS Sports Network), Comcast/Universal (e.g., NBC, NBCSN, Golf Channel), Big Ten Network, Pac-12 Network, NFL Network or any entity owning or operating a programming distribution service competitive with ATTRM, including without limitation DISH, Verizon, Comcast, Cox or Charter, or (4) per-inquiry and/or direct response spots. All Producer-proposed commercials, sponsors, promotions, billboards and features for inclusion within an Episode must be submitted to and approved in writing by ATTRM in a timely manner prior to its initial Telecast.

(d) To ensure inclusion within the Episodes, all Producer advertisements must (A) satisfy ATTRM’s technical delivery requirements delineated herein, (B) be delivered to

ATTRM, in a mutually agreed position on the master program tapes with full program audio on channels 1 and 2, and (C) consist of an assortment of commercial advertisements appropriate for the number of spots to be aired. In the event that Producer advertisements are not properly delivered in a timely manner, ATTRM shall have no obligation to Telecast such advertisements.

(e) In the event that Producer creates promotional spot(s) in connection with the Series, ATTRM may air such promotional spot(s) in its sole discretion; provided that any promotional spots provided to ATTRM by Producer maintain a fifteen (15) second or thirty (30) second length. In the event that ATTRM creates any promotional spot(s) in connection with the Series, Producer shall provide additional footage and/or show elements as requested by ATTRM.

4. **TERM.**

The term of this Agreement shall commence on September 1, 2016 and shall expire on March 31, 2017 ("Term").

5. **REPRESENTATIONS AND WARRANTIES.**

(a) Producer acknowledges that ATTRM's rights in this Agreement are valuable and unique. Producer represents and warrants to ATTRM that:

(i) (1) Producer has the full power and authority to make and perform this Agreement; (2) Producer has (or will have when the relevant programming is made available to ATTRM) the right to grant the license to distribute the Series purported to be granted in this Agreement; (3) the making or performance of this Agreement does not violate any of Producer's agreements with any third party; (4) the rights ATTRM has acquired, and ATTRM's use of those rights, will not infringe on or violate any copyright, trademark, right of privacy, right of publicity or any other right of any third party (including, without limitation, any literary or dramatic rights); (5) Producer has acquired all music licenses (including any and all necessary music library, needle drop, master use, synchronization and mechanical licenses) as necessary for music contained within the Series; (6) Producer will do nothing to interfere with or impair ATTRM's rights in this Agreement; and (7) Producer will provide to ATTRM upon request any documents (such as agreement with participants and sites) that confirm Producer has obtained the necessary rights to perform this Agreement;

(ii) Neither the Series nor any of the elements or material contained within specific Episodes thereof will: (1) infringe on or violate any person's or entity's right of privacy or publicity or other personal property right of any other third party; (2) libel, slander or otherwise defame or disparage any third party, or violate any of their copyright, trademark (including, without limitation, service mark) or moral rights; or (3) violate any other applicable law; and

(iii) Producer will not grant any rights inconsistent with the rights granted to ATTRM by this Agreement.

(b) ATTRM represents and warrants to Producer that it has the right to enter into this Agreement and to perform all of its obligations hereunder.

6. INDEMNIFICATION.

(a) Producer shall at all times indemnify, defend and hold harmless ATTRM, its partners and all affiliated companies thereof and their respective officers, directors, partners, shareholders, employees, agents and representatives from and against any claim, demand, liability or judgment, including, without limitation, reasonable attorneys' fees and court costs, arising out of any breach of representation, warranty or other obligation or provision hereof or arising out of the use, distribution, licensing or sublicensing of the Series in accordance with this Agreement or arising out of the content of the Series to the extent that such claim, demand, liability or judgment is based upon alleged libel, slander, defamation, invasion of the right of privacy, or violation or infringement of copyright, literary or music rights or otherwise arising out of the content of the Series as furnished by Producer to ATTRM. This indemnity shall survive termination of this Agreement.

(b) ATTRM shall at all times indemnify, defend and hold harmless Producer, its partners and all affiliated companies thereof and their respective officers, directors, partners, shareholders, employees, agents and representatives from and against any claim, demand, liability, or judgment, including, without limitation, reasonable attorneys' fees and court costs, arising out of any breach of representation, warranty or other obligation or provision hereof or arising out of the use, distribution, licensing or sublicensing of the Series not in accordance with this Agreement or arising out of any material added by ATTRM to the Series. This indemnity shall survive termination of this Agreement.

(c) In connection with any such indemnification, each party shall so indemnify the other only if such other party claiming indemnity shall give the indemnifying party prompt notice of any claim or litigation to which indemnity may apply; it being agreed that the indemnifying party shall have the right to assume and fully control the defense of any or all claims or litigation to which its indemnity applies and that the indemnified party will cooperate fully (at the cost of the indemnifying party) with the indemnifying party in such defense and in the settlement of such claim or litigation.

(d) Producer warrants and represents that it has or will secure prior to delivery of the initial Episode and will maintain for at least three (3) years following the delivery of the final Episode, standard errors and omissions insurance (also known as media or broadcasters' liability insurance) covering the Series and Producer's obligations to ATTRM. That insurance must have limits for damages and legal defense costs and fees of at least Two Million Dollars (\$2,000,000.00) for any single party's claim arising out of a single occurrence and Two Million Dollars (\$2,000,000.00) for all claims arising out of a single occurrence. Such insurance must (1) be on an "occurrence" form, (2) be issued

by reputable insurers rated A or better by A.M. Best and Co., (3) name AT&T Sports Networks, ATTRM, their parents, divisions, subsidiaries, affiliated companies, officers, directors, and employees as additional insured, (4) be primary and not in excess of or contributory to any other insurance provided for the benefit of or by ATTRM, and (5) provide that at least thirty (30) days advance written notice of any cancellations, non-renewal or other material change in the policy will be accorded ATTRM. Producer will not make any revision, modification or cancellation of any such policy that may affect ATTRM's rights without ATTRM's prior written consent. Producer will deliver to ATTRM satisfactory evidence of such insurance coverage prior to the initial Telecast of the initial Episode. Notices regarding insurance shall be sent to AT&T Sports Networks, LLC, attention: Senior Counsel, 601 Union Street, Suite 3020, Seattle, WA 98101 (fax: 206.664.4999).

7. INDEPENDENT CONTRACTORS.

Producer has no authority to bind ATTRM to any agreements or other obligations, and will not attempt to do so. Producer and ATTRM are independent contractors, and nothing in this Agreement shall be deemed to create any partnership, joint venture, agency relationship or fiduciary relationship. As between each other, each party is fully responsible for all persons and entities it employs or retains, except as otherwise specifically provided in this Agreement. Neither party does or will owe a fiduciary duty to the other.

8 FINANCIAL DISCLOSURE.

Producer shall conform with Title 47 of the United States Code Sections 508 and 317 concerning broadcast matter and disclosures required thereunder, insofar as those Sections apply to persons furnishing program material for television broadcasting. Without limiting the foregoing, Producer hereby certifies and agrees that it has no knowledge of any information relating to the Series that is required to be disclosed by it under Sections 508 and/or 317, that it will promptly disclose to ATTRM any such information of which it hereafter acquires knowledge and that it shall not, without ATTRM's prior written approval, include in any Episode any matter for which any money, service, or other valuable consideration (as such terms are used in Sections 508 and/or 317) is directly or indirectly paid or promised to them by a third party, or accepted from or charged to a third party by them.

9. FORCE MAJEURE.

If the delivery or Telecast of any Episode should be prevented or canceled due to any act of God, threat or act of terrorism, inevitable accident, strike or other labor dispute, fire, riot or civil commotion, government action or decree, inclement weather, failure of technical, production or television equipment or for any other reason beyond the control of Producer or ATTRM, then neither Producer nor ATTRM shall be obligated in any manner to the other with respect to such Episode(s), but all other rights ATTRM and

Producer may have in this Agreement shall remain in effect and shall not be affected in any manner.

10. **TERMINATION.**

(a) ATTRM may terminate this Agreement if Producer:

- (i) Has made a material misrepresentation;
- (ii) Has breached a material obligation and such breach is not cured within a reasonable period of time; *provided, however,* that in no event shall the time to cure exceed five (5) days after receipt of written notice thereof unless ATTRM consents to such extension in writing; or
- (iii) Seeks relief under any bankruptcy statute, is placed in receivership or makes any assignment for the benefit of creditors.

ATTRM's right to terminate this Agreement in any such instance shall be in addition to any other rights or remedies it may have under this Agreement, at law or in equity.

(b) Producer may terminate this Agreement if ATTRM:

- (i) Has made a material misrepresentation;
- (ii) Has breached a material obligation and such breach is not cured within a reasonable time period of time; *provided, however,* that in no event shall the time to cure exceed five (5) days after receipt of written notice thereof unless Producer consents to such extension in writing; or
- (iii) Seeks relief under any bankruptcy statute, is placed in receivership or makes any assignment for the benefit of creditors.

Producer's right to terminate this Agreement in any such instance shall be in addition to any other rights or remedies it may have under this Agreement, at law or in equity.

11. **NOTICES.**

All notices from either party to the other hereunder must be given in writing, and shall be deemed received on the date when delivered in person, by messenger, by electronic mail transmission (provided that such electronic mail transmission has as an attachment a PDF copy of the applicable signed notice), or by fax with confirmation on a business day during ordinary business hours (and if transmitted after business hours or on a non-business day, then on the next succeeding business day) or the earlier or the date of delivery (if a business day) or two business days after being deposited with an internationally recognized overnight courier service that provides online package tracking and proof of delivery (such as Federal Express or UPS), addressed to the other party at the address set forth below, or at such other address as such party may supply by written notice.

All such notices shall be directed as follows:

If to ATTRM:

AT&T Sports Networks, LLC
601 Union Street, Suite 3020
Seattle, WA 98101
Attention: VP, Content

With copies to:

AT&T Sports Networks, LLC
601 Union Street, Suite 3020
Seattle, WA 98101
Attention: Legal Department

AT&T SportsNet Rocky Mountain, LLC
2399 Blake Street, Suite 130
Denver, CO 80205
Attention: Programming Manager

If to Producer: the address of Producer as listed above.

12. MISCELLANEOUS.

- (a) Each party hereby agrees to execute any and all further documents that are necessary and proper to carry out the purposes of this Agreement.
- (b) This Agreement contains the entire understanding of the parties. It supersedes all prior written or oral agreements and understandings pertaining to the subject matter of this Agreement and cannot be modified except by a written instrument signed by both parties.
- (c) In no event shall ATTRM be liable to Producer for any lost profits or special or consequential damages of any type, whether foreseeable or unforeseeable.
- (d) This Agreement and the rights and obligations of the parties under this Agreement shall be governed by and construed in accordance with the internal laws of the state of Colorado, without reference to conflict of law provisions. Each party irrevocably and unconditionally: (i) submits to the general jurisdiction of the federal and state courts located in Colorado; (ii) agrees that any action or proceeding concerning this Agreement will be brought exclusively in such courts; and (iii) waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding in any such court was brought in an inconvenient court and agrees not to claim or plead the same.

(e) Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party without the prior written consent of the other party, except that ATTRM may, without such consent, assign this Agreement or any or all of its right or obligations hereunder to its parent company, or any affiliate, subsidiary, or partnership in which itself or the parent company has an ownership interest, or to any entity that acquires all or substantially all of the assets of ATTRM. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, and no other person shall have any right, benefit or obligation under this Agreement as a third party beneficiary or otherwise.

(f) Any provisions in this Agreement found by a court to be void or unenforceable shall not affect the validity or enforceability of any other provisions in this Agreement.

(g) Except as required by law, each party to this Agreement shall keep this Agreement confidential and neither party shall promulgate, publish, or otherwise disseminate the terms, provisions, or substance of this Agreement other than to the officers, directors, attorneys, insurance agents, and accountants of the parties hereto.

(h) If this Agreement is executed subsequent to any date specified herein for the performance of any obligation or the creation of any right, the parties agree and acknowledge that this Agreement governs prior conduct pursuant thereto and that the rights and obligations under this Agreement shall be construed to be no different than if the Agreement were executed prior to any such date specified herein.

ACKNOWLEDGED AND AGREED, as of the date first written above.

LOBO SPORTS PROPERTIES, LLC

**AT&T SPORTSNET ROCKY MOUNTAIN,
LLC**

(Signature)

(Signature)

Name: _____

Name: Patrick Crumb

Title: _____

Title: President

Date: _____

Date: _____

EXHIBIT A **ATTRM PROGRAM REQUIREMENTS**

BILLBOARDS

- There should be no more than 4 billboards in any billboard pod, and billboard copy should not exceed 7 seconds per billboard.
- Opening Billboards should always run out of Break 1 as an in bump to segment 2.
- Closing Billboards should always run at the top of the final segment and should never close the show.

CREDITS

- If your production company has an animated logo, that should come at the very end of the show after the copyright. If the contract provides that the packager retains the copyright, your company name would be substituted.
- There should be 10 seconds of video pad following the copyright.
- ATTRM does not allow any other credit for individuals or services except for those pre-approved by ATTRM (not to be unreasonably withheld).

COMMERCIAL FORMAT

- The commercial format for each Episode shall be as set forth in Exhibit B.
- For packaged programs, it is critical that Producer fill all of their commercial time in the correct positions indicated on the format. Any deviation from the format could result in the Producer time being covered.
- For taped programs, Producer inventory should be delivered in position on the master program tape.

CONTENT

- ATTRM Programming is intended for family viewing. No profanity, sexual references, or obscene gestures are permitted. If you are unsure about the content of the show, the general rule is not to use it.
- ATTRM maintains certain standards and practices requirements for any show produced for telecast on our network. ATTRM's Standards and Practices requirements are based on a variety of criteria (e.g. profanity, sexual content, etc.) If you have any questions regarding the content of your programming, please contact the ATTRM Programming Department.

PROMOTIONAL CONSIDERATIONS:

- Commercial plugs or promotional considerations, audio or video, must be cleared in advance with ATTRM (approval not to be unreasonably withheld).

REMOTE LICENSES (RF mics, cameras, etc.):

- It is the sole responsibility of Producer or packager to make arrangements to order equipment, obtain proper licensing and coordinate all frequencies with the local FCC office. Even though you are producing a show for ATTRM, this does not give you the

permission to use our license. We cannot transfer our license to anyone under FCC regulations.

TALENT DRESS CODE

- Talent should dress professionally and appropriate attire for the program/event.

PROGRAM AUDIO

- Taped Programs: Full program audio mix on channel 1 and 2, or Stereo audio on Channels 1 and 2. Natural sound and effects only on Channel 3. The time code can be on any channel and should be continuous throughout the show, the first audio/video should begin at 1:00:00.

PROGRAM LABELING and RUNSHEETS

- All incoming program tapes must be labeled with the exact show title and series number as agreed upon by ATTRM and the supplier, labeled both on the tape case and the tape.
- A runsheet with the show length as well as accurate segment lengths must be included with the tape. Please also provide the following information on the sheet:
Show Title, record date/air date, Producer phone number.

HD SPECIFICATIONS and DELIVERY

- Unless pre-approved by ATTRM Programming, do not send your edited master. ATTRM will accept a first generation copy. All programs will be libraried for a short period of time;
- Show masters to be supplied on a hard drive or FTP – below are the specifications:

HD specifications for Hard Drive or FTP delivery:

H.264 or MPEG2 self-contained files (Quicktime MOV or MXF wrapped preferred)
1280x720 progressive @ 59.94fps
16:9 with 4:3 Center Cut title safe
Stereo Linear Audio (48kHz, 24 bit on Channels 1 and 2)
Audio Levels = Reference -20dBFS, Loudness -24LKFS ± 2dB (Max)

FTP delivery:

Root Sports FTP Delivery

Host: <http://portal.rootsports.net/>

Username: (Root Sports Provided-client specific)

Password: (Root Sports Provided – client specific)

- All hard drives should be labeled and sent to:

SHIPPING ADDRESS

Ship to Address:

Encompass Communications
Attn: Network Operations,
AT&T Sports Networks

Main Number:

Phone: (404) 876-7149

3845 Pleasantdale Road
Atlanta, GA 30340

- SUPPLIER must email ATTRM PROGRAMMING & COPY the shipping/tracking information to
MKHoskin@directv.com

DELIVERY DEADLINES:

- *As set forth in the Section 1(b) of the Agreement.*

MUSIC CUE SHEET TRACKING AND MUSIC GUIDELINES:

Producers are contractually obligated to turn in accurate cue sheets for each show they produce. These cue sheets are to be turned in at the same time all of the other deliverables are due based on the contract.

A form for music cue sheets is included. This form will be emailed to Producer. This must be filled out accurately and emailed to ATTRM for each show.

DSNMusicCues@directv.com

If email is not an option for supplier then a hard copy must be mailed to the ATTRM Office.

ROOT SPORTS

Attn: Programming Manager
2399 Blake Street, Suite 130
Denver, CO 80205

Be advised that if the cue sheet is incomplete, it will be returned for completion. ATTRM will be responsible for forwarding the completed cue sheets to ASCAP/BMI/SESAC.

As set forth in Section 1(d) of the Agreement, ATTRM is not responsible for clearing music for supplier shows. Producers are solely responsible for the synch and master licensing of commercial music (e.g. Springsteen, Eminem, Linkin Park etc.) used within their program. They are also responsible for all music libraries (e.g. Killer Tracks, FirstCom, APM etc.) and needle drop fees.

Please note that the licensing of music and the submission of cue sheets to ASCAP/BMI/SESAC do not supersede each other; both are necessary. Cue sheets are used to calculate performance royalties for the publishers and the songwriters; licensing is a payment made to the copyright owner(s) for the use of the song in the program. Finally, do not fax. All cue sheets need to be sent or returned to ATTRM via e-mail or standard mail to the above address. Always include contact information.

When sending in cue sheets, send them in on the form on which we originally sent the request. Always include your contact information.

--On the following pages, please find sample blank and completed cue sheets.

MUSIC USAGE SHEET

Game/Show AIR Date: _____

Game/Show Title: _____

CD NAME & Number	<u>Track Title</u> DO NOT use track # only!	<u>Total Instances Used</u>	Total time (minutes:seconds) this track was used	<u>Author(s)</u>	<u>Publisher (could have 2)</u>	<u>Society (could have 2)</u>
<i>Example:</i> <i>KT 115,</i> <i>2003 MLB</i> <i>Highlights</i>	“Velocity” , “MLB Theme”, etc.	2 uses	1:32	C. Lang	<i>Killer Tracks,</i> <i>Soundcast Music</i>	<i>BMI, or ASCAP</i>

EXHIBIT B
PROGRAM FORMAT

RM FORMAT

1/2 HOUR
4 SEGMENTS, 3
BREAKS

CFB-90115A
EFFECTIVE:
2015
SUPPLIER IS
OTN

BUG POLICY: INSERT REGIONAL

BUG

Insert Regional Bug (Rolled From Regional M.C.) - All Segments for Entire Segment

EXCLUSIVITIES: WIRELESS

Show Produced: HD 16x9

OPEN/BB'S ON TAPE

SEGMENT 1

BREAK 1	1:3	0	1:00	SUPPLIER
---------	-----	---	------	----------

SEGMENT 2

BREAK 2	2:3	0	1:00	REGIONAL (WEGNER INSERT CUE)
			1:00	AFFILIATE
			:30	PROMO (Rolled From Regional M.C.)

SEGMENT 3

BREAK 3	2:3	0	2:30	SUPPLIER
---------	-----	---	------	----------

CLOSE/BB'S ON TAPE

SEGMENT 4

TERM BREAK	1:3	0	1:00	REGIONAL
			0:30	PROMO
				SUPPLIER TIME
				2:30
				REGIONAL TIME
				3:30
				AFFILIATE TIME
				1:00
				PROMO TIME
				1:00

TOTAL INVENTORY TIME	8:00
SEGMENT CONTENT TIME	22:00
	:30:0
	0

EXHIBIT C
SHOW SCHEDULE

Shows will air on Tuesday evenings of the following week commencing dates:

NEW MEXICO	
#	Production Date
1	9/5/16
2	9/12/16
3	9/19/16
4	10/3/16
5	10/10/16
6	10/17/16
7	10/24/16
8	10/31/16
9	11/7/16
10	11/14/16
11	TBD Signing Show
12	TBD Signing Show
13	11/21/16
14	11/28/16
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	

From: Kyle Denzel
Sent: Thursday, April 13, 2017 7:27 PM
To: Brad Hutchins; Thomas Neale
CC: Kyle James
Subject: Fw: 54 Development - Learfield
Attachments: Learfield Proposal-54 Development-draft.docx

Per our conversation earlier, see below and attached.

Kyle Denzel
Vice President - West Region



2400 Dallas Parkway, Suite 500 | Plano, TX 75093
O: 469-241-9191 Ext. 1828
M: 434-987-6114

From: Kyle Denzel
Sent: Sunday, February 26, 2017 7:25 PM
To: Kyle Bodhaine
Subject: Re: 54 Development - Learfield

Here you go.

Kyle Denzel
Vice President - West Region



2400 Dallas Parkway, Suite 500 | Plano, TX 75093
O: 469-241-9191 Ext. 1828
M: 434-987-6114

From: Kyle Bodhaine <kyle@SC3intl.onmicrosoft.com>
Sent: Saturday, February 25, 2017 1:40 PM
To: Kyle Denzel
Subject: RE: 54 Development - Learfield

Please submit in a proposal form and not in a email as we discussed. We have a meeting next week and I need to submit a revised proposal / terms.....

Thanks

Kyle

From: Kyle Denzel [mailto:kdenzel@learfield.com]
Sent: Thursday, February 23, 2017 8:32 AM
To: Kyle Bodhaine <kyle@SC3intl.onmicrosoft.com>
Subject: FW: 54 Development - Learfield

Kyle-

It is really hard to determine sales costs now for the following reasons:

- a. We've never sold a project like this
- b. We do not know the inventory we will be selling yet

For these reasons, we put "mutually agreed upon" in our proposal. If you want that language to be more specific (in terms of max. cost, etc.) then you need to propose something. We are not comfortable guessing at the language, therefore, used the words "mutually agreed upon". An example of a few sales costs would be (banner production, creative production for client, premium items, etc)

Below is the revised proposal. Let me know if you have any questions.

Thanks.

KD

The term of this agreement between Lobo Sports Properties, LLC ("LSP") and 54 Development shall match the term of the multi-media rights agreement between LSP and the University of New Mexico, which is currently through June 30, 2026 (the "Term"). Throughout the Term, LSP shall hold the exclusive sponsorship rights for the 54 Development project located at the UNM parking lot between the football and basketball stadiums. As between LSP and 54 Development, LSP shall have the final say regarding potential sponsorship clients. For the avoidance of doubt, LSP shall have the right to reject any sponsorship clients proposed by 54 Development.

- Learfield proposes a 60%* (54 Development) / 40% (Learfield) revenue share on all sponsorship revenue generated by Learfield
- For the naming rights partnership, Learfield proposes a 75%* (54 Development) / 25% (Learfield) revenue share.

- * For all sales leads provided by 54 Development (that are not current clients of Learfield), we will provide an additional 10% of the revenue share to 54 Development.
- There is no sponsorship revenue from F&B tenants unless Learfield negotiates services with Operator and/or tenants directly.
- Mutually agreed upon sales expenses would be deducted prior to any splits. The salaries and/or commissions associated with these sales would not be deducted as part of the sales expenses.

Beginning on the date two years after the date the development is open for business, LSP and 54 Development will determine revenue expectations and come up with mutually agreed upon performance hurdles.

For the first two years that the development is open, LSP will use commercially reasonable efforts to meet an average of \$250,000 in net revenue per year. This does not include revenue derived from a naming rights deal.

If Learfield fails to sell at least \$500,000 total in net revenue of sponsorships in the first two years, 54 Development will have the right to:

Option I -bid out the exclusive sponsorship rights. If 54 Development bids out the exclusive sponsorship rights, Learfield shall have the right to match any offer to or made by another sales agency.

Option II –take the Sponsorship Management “In-House” as long as they do not utilize services from any of Learfield’s competitors.

Kyle Denzel
Vice President - West Region

<image001.png>

2400 Dallas Parkway, Suite 500 | Plano, TX 75093
O: 469-241-9191 Ext. 1828
M: 434-987-6114

Learfield Proposal

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Option II –take the Sponsorship Management “In-House” as long as they do not utilize services from any of Learfield’s competitors.

From: Kyle James
Sent: Thursday, August 27, 2015 6:07 PM
To: Yvonne Otts
CC: Scott Dotson
Subject: FW: Albuquerque Tent KR8072 / 290-25370
Attachments: 290-25370-0215-4 - Learfield Invoice Template (Word Optimized).pdf

Here you go!

If you could please process.

Thx

Kyle James
Lobo Sports Properties
505-925-5511

From: Mary Kay Holterman
Sent: Thursday, August 27, 2015 5:57 PM
To: Kyle James <kjames@lobosportsproperties.com>
Subject: Albuquerque Tent KR8072 / 290-25370

Hi Kyle,

Here is the combo invoice to pay for the following invoices 😊

Thank you and have a great day!!

Kay

Mary Kay Holterman
Accounts Receivable Coordinator



Learfield Communications, Inc.
505 Hobbs Rd
Jefferson City, MO 65109
573-556-1232 (Phone)
573-644-7504 (Fax)

LOBO SPORTS PROPERTIES, LLC

c/o Learfield Communications, Inc.
P.O. Box 843038
Kansas City, Missouri 64184-3038



CONTRACT #
290-25370

INVOICE #
290-25370-0215-4

INVOICE DATE
02/25/2015

Salesperson: David Fatzinger
Customer Number: KR8072
Phone: 866.998.2491
Email: accountsreceivable@learfield.com
Federal Tax ID: [REDACTED]

Sold To:

Albuquerque Tent
Attn: David Ortiz
2900 2nd St. NW

Albuquerque, NM 87107

Statement

TERMS: NET 10 DAYS

Invoice Description:

2014-2015 LOBO SPORTS PROPERTIES, LLC Sponsorship

Thank you for your support of LOBO SPORTS PROPERTIES, LLC.

TOTAL SALE

\$7,500.00

AGENCY COMMISSION

\$0.00

INVOICE TOTAL

\$7,500.00

To avoid a 2% late fee charge per month, please pay this invoice within 30 days of invoice date.

PLEASE FOLD, TEAR HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

CUSTOMER:

Albuquerque Tent
Attn: David Ortiz
2900 2nd St. NW

PLEASE REMIT TO:

LOBO SPORTS PROPERTIES, LLC
c/o Learfield Communications, Inc.
P.O. Box 843038
Kansas City, Missouri 64184-3038

Albuquerque, NM 87107

INVOICE TOTAL

\$7,500.00

TOTAL PAST DUE

\$0.00

LATE FEE

\$0.00

PAY THIS AMOUNT

\$7,500.00

From: Kyle James
Sent: Tuesday, December 27, 2016 2:03 PM
To: Drew Ingraham
CC: Kerry Otto
Subject: FW: Invoice: B290-3447-0916 - Learfield Other Money Invoice Template (Word Optimized)
Attachments: B290-3447-0916 - Learfield Other Money Invoice Template (Word Optimized).pdf

Hey Drew,

Can you take care of this invoice please? This was for the Think Social campaign you did at the beginning of the season.

Kerry Otto is copied above if you have any questions.

Kyle James
Lobo Sports Properties
O: 505-925-5511

From: Kerry Otto
Sent: Tuesday, December 27, 2016 12:57 PM
To: Kyle James <kjames@lobosportsproperties.com>
Subject: Invoice: B290-3447-0916 - Learfield Other Money Invoice Template (Word Optimized)

Kyle,

Do you know what's going on with this invoice? Who is supposed to pay? Sadies?

Kerry Otto
Accounts Receivable Coordinator

Learfield

505 Hobbs Rd. | Jefferson City, MO 65109
O: 573-556-1209

LOBO SPORTS PROPERTIES, LLC

c/o Learfield Communications, Inc.
P.O. Box 843038
Kansas City, Missouri 64184-3038

INVOICE

TERMS: NET 30 DAYS

CONTRACT #

B290-3447

INVOICE #

B290-3447-0916

INVOICE DATE

09/30/2016

Salesperson: House Lobo

Customer Number: KR5253

Phone: 866.998.2491

Email: accountsreceivable@learfield.com

Federal Tax ID [REDACTED]

Sold To:

UNM Athletics
Attn: Drew Ingraham
1414 University Ave SE
1 University of New Mexico
Albuquerque, NM 87131



Invoice Description:

Think Social Campaign payment

This was paid in advance and was taken out of the Sadie's deal
Apply back to the Sadie's deal sheet

Thank you for your support of LOBO SPORTS PROPERTIES, LLC.

INVOICE TOTAL

\$1,000.00

To avoid a 2% late fee charge per month, please pay this invoice within 30 days of invoice date.

PLEASE FOLD, TEAR HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

Invoice Number:
B290-3447-0916

Contract Number:
B290-3447

Customer Number:
KR5253

CUSTOMER:

UNM Athletics
Attn: Drew Ingraham
1414 University Ave SE
1 University of New Mexico
Albuquerque, NM 87131

PLEASE REMIT TO:

INVOICE TOTAL

\$1,000.00

LOBO SPORTS PROPERTIES, LLC
c/o Learfield Communications, Inc.
P.O. Box 843038
Kansas City, Missouri 64184-3038

From: Yvonne Otts
Sent: Friday, November 20, 2015 11:06 AM
To: Robbin Garcia
Subject: FW: Lobo - UNM Athletics - Pepsi KR5253 / 290-6741 for 2015/2016
Attachments: 290-6741-0815 - Learfield Invoice Template (Word Optimized).pdf; 290-6741-1115 - Learfield Invoice Template (Word Optimized).pdf

Robbin,

Can you please pay the attached....I believe you've already processed one invoice but not sure which. The total amount due for this year is \$450K....we will have one more invoice to pay in February. Please charge to index 925027.

Thanks!
Yvonne

From: Mary Kay Holterman [mailto:mholterman@learfield.com]
Sent: Thursday, November 19, 2015 4:18 PM
To: Yvonne Otts
Cc: Kerry Otto; Kyle James; Ryan Jacobs
Subject: Lobo - UNM Athletics - Pepsi KR5253 / 290-6741 for 2015/2016

Hi Yvonne,

I hope this email finds you well! Please find attached the 2 invoices for Pepsi for August and November. We will have one more that will be invoiced in January 2016 for the 2015/2016 sponsorship year for Pepsi. Please let Kerry Otto know if you have any questions.

Thank you and have a great day!!

Kay

Mary Kay Holterman
Accounts Receivable Coordinator
LEARFIELD 
Learfield Communications, Inc.
505 Hobbs Rd
Jefferson City, MO 65109
573-556-1232 (Phone)
573-644-7504 (Fax)

From: Mary Kay Holterman
Sent: Thursday, May 14, 2015 3:32 PM

To: Kyle James <kjames@lobosportsproperties.com>
Cc: 'yotts@unm.edu' <yotts@unm.edu>
Subject: RE: UNM Athletics - Pepsi KR5253 / 290-6741

Good Afternoon Yvonne!

Please find attached the August invoice – please let me know if you have any questions!! 😊

Thank you and have a great day!!

Kay

Mary Kay Holterman
Accounts Receivable Coordinator

Learfield Communications, Inc.
505 Hobbs Rd
Jefferson City, MO 65109
573-556-1232 (Phone)
573-556-1151 (Fax)

From: Kyle James
Sent: Thursday, May 14, 2015 3:29 PM
To: Mary Kay Holterman
Subject: FW: UNM Athletics - Pepsi KR5253 / 290-6741

Please see note below.

Kyle James
Lobo Sports Properties
505-925-5511

From: Yvonne Otts [<mailto:yotts@unm.edu>]
Sent: Thursday, May 14, 2015 12:56 PM
To: Kyle James
Subject: RE: UNM Athletics - Pepsi KR5253 / 290-6741

Kyle,

I know that we owe you one more payment for the year. So if it's the August invoice can you send it to me for processing?

Thanks!
Yvonne

From: Kyle James [<mailto:kjames@lobosportsproperties.com>]
Sent: Thursday, May 14, 2015 12:29 PM
To: Yvonne Ott
Subject: FW: UNM Athletics - Pepsi KR5253 / 290-6741

Yvonne,

Hey can you look into this? Looks like the August Pepsi invoice is open.

Kyle James
Lobo Sports Properties
505-925-5511

From: Mary Kay Holterman
Sent: Thursday, May 14, 2015 11:38 AM
To: Kyle James
Cc: Jessica Otero
Subject: UNM Athletics - Pepsi KR5253 / 290-6741

Hello Kyle and Jessica

While working on reconciliations – I came across the unpaid August invoice for Pepsi billed to UNM Athletics – we have received the following payments – but August is still open and I have attached that invoice – can you please forward this invoice over to the Athletic Dept for payment ☺

August	290-6741-0814	150,000.00	OPEN
November	290-6741-1114	150,000.00	pd ck# 30960701 on 12/16/14
January	290-6741-0115	150,000.00	pd ck# 30968543 on 2/2/15

Please let me know if you have any questions!

Thank you and have a great day!!

Kay

Mary Kay Holterman
Accounts Receivable Coordinator
LEARFIELD 
Learfield Communications, Inc.
505 Hobbs Rd
Jefferson City, MO 65109
573-556-1232 (Phone)
573-556-1151 (Fax)

LOBO SPORTS PROPERTIES, LLC

c/o Learfield Communications, Inc.
P.O. Box 843038
Kansas City, Missouri 64184-3038

INVOICE

TERMS: NET 30 DAYS

CONTRACT #

290-6741

INVOICE #

290-6741-0815

INVOICE DATE

08/10/2015

Salesperson: Kyle James

Customer Number: KR5253

Phone: 866.998.2491

Email: accountsreceivable@learfield.com

Federal Tax ID: [REDACTED]

Sold To:

UNM Athletics
Attn: Yvonne Otts
MSC04 2680
1 University of New Mexico
Albuquerque, NM 87131



Invoice Description:

2015-2016 LOBO SPORTS PROPERTIES, LLC Sponsorship

KR5750: PEPSI

Thank you for your support of LOBO SPORTS PROPERTIES, LLC.

TOTAL SALE	<input type="text" value="\$150,000.00"/>	AGENCY COMMISSION	<input type="text" value="\$0.00"/>	INVOICE TOTAL	<input type="text" value="\$150,000.00"/>
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To avoid a 2% late fee charge per month, please pay this invoice within 30 days of invoice date.

PLEASE FOLD, TEAR HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

Invoice Number:
290-6741-0815

Contract Number:
290-6741

Customer Number:
KR5253

CUSTOMER:

UNM Athletics

Attn: Yvonne Otts

MSC04 2680

1 University of New Mexico

Albuquerque, NM 87131

INVOICE TOTAL

TOTAL PAST DUE

LATE FEE

PAY THIS AMOUNT

PLEASE REMIT TO:

LOBO SPORTS PROPERTIES, LLC
c/o Learfield Communications, Inc.
P.O. Box 843038
Kansas City, Missouri 64184-3038

LOBO SPORTS PROPERTIES, LLC

c/o Learfield Communications, Inc.
P.O. Box 843038
Kansas City, Missouri 64184-3038

CONTRACT #

290-6741

INVOICE #

290-6741-1115

INVOICE DATE

11/06/2015

INVOICE

TERMS: NET 30 DAYS

Salesperson: Kyle James
Customer Number: KR5253
Phone: 866.998.2491
Email: accountsreceivable@learfield.com
Federal Tax ID [REDACTED]

Sold To:

UNM Athletics
Attn: Yvonne Otts
MSC04 2680
1 University of New Mexico
Albuquerque, NM 87131



Invoice Description:

2015-2016 LOBO SPORTS PROPERTIES, LLC Sponsorship

KR5750: PEPSI

Thank you for your support of LOBO SPORTS PROPERTIES, LLC.

TOTAL SALE	<input type="text" value="\$150,000.00"/>	AGENCY COMMISSION	<input type="text" value="\$0.00"/>	INVOICE TOTAL	<input type="text" value="\$150,000.00"/>
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To avoid a 2% late fee charge per month, please pay this invoice within 30 days of invoice date.

PLEASE FOLD, TEAR HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

CUSTOMER:

UNM Athletics
Attn: Yvonne Otts
MSC04 2680
1 University of New Mexico
Albuquerque, NM 87131

PLEASE REMIT TO:

LOBO SPORTS PROPERTIES, LLC
c/o Learfield Communications, Inc.
P.O. Box 843038
Kansas City, Missouri 64184-3038

INVOICE TOTAL

TOTAL PAST DUE

LATE FEE

PAY THIS AMOUNT

From: Joe Weiss
Sent: Wednesday, August 7, 2013 5:21 PM
To: Dominique Romero
CC: Brad Hutchins
Subject: FW: Lobo Soccer Sponsorship 13
Attachments: AON Risk Services 13-14 Contract.doc

Dom,
I need you help on this, please see the email below from Karen
In a minute, I will send the email which you sent to me stating \$1,500
What do you suggest on the \$300?
Also, attached is the contract I sent to them to reflect \$1,500

Joe Weiss
Lobo Sports Properties
505-925-5511

From: Karen Padilla [mailto:karen.padilla@aon.com]
Sent: Wednesday, August 07, 2013 4:06 PM
To: Joe Weiss
Subject: FW: Lobo Soccer Sponsorship 13

Hi Joe,

I just realized that the agreement I signed stated \$1,500 net for the Athletic Year: 2013-2014. We agreed to \$1,200 for the schedule cards (see below email). Do we need to amend the agreement? Thank you.

Karen Padilla | Assistant Vice President
Director, Office Services
Aon Risk Solutions
6000 Uptown Blvd. NE | Suite 400 | Albuquerque, NM 87110
t +1.505.889.6710 | f +1.847.953.0246
karen.padilla@aon.com | aon.com
Aon Risk Insurance Services West, Inc.



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From: Dominique Romero [mailto:dom@unm.edu]
Sent: Tuesday, May 21, 2013 11:06 AM
To: Karen Padilla
Subject: Lobo Soccer Sponsorship 13

Karen,

I am glad we spoke today and happy that Aon is willing to sponsor Lobo Soccer again this year. These are the the top three things that we need right now in terms marketing and promotions. Please let me know what you think.

1000 Vuvuzella Horns x \$2.50 = \$2,500.00

400 T-shirts for students x \$5.00 = \$2,000.00

20,000 Schedule Cards = \$1,200.00

Also, I spoke with Shannon Adraganos from the Notah Begay Foundation about setting up some youth soccer clinics, that our players would coach. I thought this may be a good opportunity for the three of our organizations to link up on an community event. I can give you more details as soon as we iron out some dates. Talk to you soon.

Thanks,
Dom Romero
Lobo Men's Soccer
505-205-7809
dom@unm.edu
www.golobos.com



MARKETING & SPONSORSHIP AGREEMENT

THIS MARKETING AND SPONSORSHIP AGREEMENT ("Agreement") is made and entered as of the 1st day of August, 2013 between AON Risk Services ("Sponsor") and LOBO SPORTS PROPERTIES, LLC, a Missouri limited liability company qualified to do business in the State of New Mexico ("Provider").

BACKGROUND

- A. Provider holds the exclusive marketing and sponsorship rights for University of New Mexico ("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"):

Athletic Years: 2013 – 2014

Neither Party shall have any of the rights set forth in this Agreement after its expiration except for obligations which by this 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 (the "Benefits").
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: 2013-2014, \$1,500 net

Total payments paid as follows: payment due by September 1st

Please make all checks payable to Lobo Sports Properties. 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.

4. Post-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.



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 or any breach of this Agreement.
8. **Qualified Sponsorship.** Sponsor agrees that any Benefits provided to or used by Sponsor under this Agreement will adhere to the limitations appertaining to "qualified sponsorships" as defined in Internal Revenue Code section 513(i) and Treasury Regulation 1.513-4. For purposes of this definition, qualified sponsorships are limited to those instances when the Sponsor receives no substantial return benefit from the arrangement other than the use or acknowledgement of the name or logo (or product lines) of the Sponsor. Use or acknowledgement in a qualified sponsorship may include: a) logos and slogans that do not contain qualitative or comparative descriptions of the Sponsor's products, services, facilities or name; b) list of Sponsor's locations, telephone numbers, or internet address; and c) logos or slogans that contain qualitative or comparative language that are an established part of the Sponsor's identity. Advertising containing qualitative or comparative language, calls to action, or otherwise an endorsement of the Sponsor's products is not included in this definition of a qualified sponsorship.
9. **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) with a copy mailed by certified mail, return receipt requested, (c) when received by the addressee, if 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 (d) when received by the address, if sent by e-mail to the appropriate e-mail address of the address. 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. 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:

Karen Padilla
AON Risk Services
6000 Uptown Blvd. NE Suite 400
Albuquerque, NM 87110

LOBO SPORTS PROPERTIES, LLC
1414 UNIVERSITY BLVD SE
ALBUQUERQUE, NM 87131

BY: _____
Karen Padilla

By: _____
Joseph Weiss
Title: General Manager



EXHIBIT A

**MARKETING & SPONSORSHIP AGREEMENT
BETWEEN
AON RISK SERVICES
AND
LOBO SPORTS PROPERTIES, LLC**

BENEFITS

I. Soccer

- a.** AON Risk Services will become a sponsor of the Men's Soccer Schedule Cards.
Specific Elements include:
 - i. Prominent logo recognition on every Men's Soccer Schedule Card

From: Scott Dotson
Sent: Wednesday, April 5, 2017 2:35 PM
To: Brad Hutchins;Kyle James
Subject: FW: LOBO SPORTS PROPERTIES LLC contract

Can one of you two help answer Michele's questions

Thanks
Scott

From: Michele Huff [mailto:MHuff@salud.unm.edu]
Sent: Wednesday, April 05, 2017 10:53 AM
To: Scott Dotson <scottd@unm.edu>
Cc: Karen A. Sanchez <KASanchez@salud.unm.edu>
Subject: LOBO SPORTS PROPERTIES LLC contract

Hi Scott,

I need your help. We received a contract from the President's office. It's a Sponsorship Agreement between UNM and LOBO SPORTS PROPERTIES, LLC for sky boxes. It requires us to pay \$50K to get access to the President's hospitality suite, 50 tickets, parking passes etc.. I was asked to review the agreement, but I am confused. Don't we own the PIT suites? I know we license them to third parties, and developed a template back in 2010 for that purpose.

Can you shed some light on this relationship? Apparently we signed a different version of the agreement in 2014 that is set to expire, but legal never reviewed it (and UNM Foundation president signed it).

Thanks for your help,

Michele

Michèle Huff

Senior Associate University Counsel, Office of University Counsel
1 University of New Mexico MSC 05 3440
Albuquerque, New Mexico 87131-0001
Phone: (505) 277-3460
Fax: (505) 277-4154
e-mail: mhuff@salud.unm.edu

CONFIDENTIALITY NOTICE

THIS ELECTRONIC MAIL TRANSMISSION MAY INCLUDE INFORMATION GENERALLY, PEER REVIEW INFORMATION AND/OR PROTECTED, INDIVIDUALLY IDENTIFIABLE HEALTHCARE INFORMATION THAT IS CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER STATE AND/OR FEDERAL LAWS, RULES AND /OR REGULATIONS INCLUDING, WITHOUT LIMITATION, THE HIPAA PRIVACY AND/OR SECURITY STANDARDS, THE ATTORNEY-CLIENT OR ATTORNEY WORK PRODUCT PRIVILEGE AND/OR THE NEW MEXICO REVIEW ORGANIZATIONS IMMUNITY ACT. IT IS THE POLICY OF THE UNIVERSITY OF NEW MEXICO THAT THE SENDER DID NOT INTEND THIS TRANSMISSION TO BE SENT TO OR RECEIVED BY ANY UNAUTHORIZED PERSONS AND IS NOT WAIVING THE CONFIDENTIALITY OR PRIVILEGED NATURE OF SUCH INFORMATION. IF YOU ARE NOT THE INTENDED RECIPIENT OF THIS ELECTRONIC MAIL TRANSMISSION AND THEREBY RECEIVED THIS ELECTRONIC MAIL TRANSMISSION IN ERROR, PLEASE NOTIFY THE SENDER BY REPLY E-MAIL OR BY CALLING THE SENDER AT (505) 277-

5035. THIS WAY, WE CAN CORRECT OUR ADDRESS FOR THE INTENDED RECIPIENT. IN ADDITION, PLEASE IMMEDIATELY DELETE THE MESSAGE FROM YOUR COMPUTER SYSTEM WITHOUT COPYING IT.

From: Tim Cass
Sent: Thursday, September 5, 2013 2:51 PM
To: egarcia@garciacars.com
CC: Norma Bojorquez
Subject: FW: Revised Agreement for Garcia Automotive Group
Attachments: Garcia Automotive Group - 2013-2016.docx; Garcia Automotive Group - 2013-2016.pdf

Tim Cass
Deputy Athletic Director
tcass@unm.edu
505-925-5508

Go Lobos!

From: Todd Howell [mailto:thowell@lobosportsproperties.com]
Sent: Wednesday, September 04, 2013 1:25 PM
To: Tim Cass
Cc: Joe Weiss; Joe.McLean@unmfund.org
Subject: Revised Agreement for Garcia Automotive Group

Tim:

Please find attached the revised agreement for Garcia Automotive Group. This contains both the Opt Out Clause (in section 1) and Change of Benefits Clause (in section 2) that Ed requested. I have also taken out the basketball suite as Ed requested and we will have a separate agreement for that which Joe McLean prepared. I have sent these both as a Word Document (in case Joe Weiss needs to make any changes) and as a PDF (if we need to email anything to Ed we need to do so as a PDF).

Please let me know if any of you have any questions.

Todd Howell
Associate General Manager
Lobo Sports Properties
UNM South Campus
1414 University SE
Albuquerque, NM 87131
505-925-5511 (Phone)
505-925-5609 (Fax)
505-990-9729 (Cell)
www.learfieldsports.com



A property of Learfield Sports



MARKETING & SPONSORSHIP AGREEMENT

THIS MARKETING AND SPONSORSHIP AGREEMENT ("Agreement") is made and entered as of the 21st day of August, 2013 between Garcia Automotive Group ("Sponsor") and LOBO SPORTS PROPERTIES, LLC, a Missouri limited liability company qualified to do business in the State of New Mexico ("Provider").

BACKGROUND

- A. Provider holds the exclusive marketing and sponsorship rights for University of New Mexico ("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 Academic Calendar Years which are measured from July 1, 2013 to June 30, 2016 (the "Term"):
 - Academic Calendar Year 2013-2014
 - Academic Calendar Year 2014-2015
 - Academic Calendar Year 2015-2016

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

Opt-out Clause: Garcia Automotive Group has the option to terminate and cancel the 2014-2015 Academic Calendar Year and/or the 2015-2016 Academic Calendar Year of the Agreement and must do so in writing by March 30th of 2014 to terminate and cancel the 2014-2015 and 2015-2016 Academic Calendar Years or by March 30th 2015 to terminate and cancel the 2015-2016 Academic Calendar Year. Lobo Sports Properties will contact Garcia Automotive Group on or before March 1st of each year to begin opt out/renewal dialogue. If Garcia Automotive Group does not state their intentions to option out of the agreement then Garcia Automotive Group will be legally bound to fulfill the Agreement.

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 (the "Benefits").

Change of Benefits Clause: Garcia Automotive Group will have the ability to change any and all Benefits listed in Exhibit A to other marketing elements managed by Lobo Sports Properties during the term of the agreement.

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:

- Academic Calendar Year 2013-2014: \$38,000 net cash with payment due December 1, 2013
- Academic Calendar Year 2014-2015: \$40,000 net cash with payment due December 1, 2014
- Academic Calendar Year 2015-2016: \$42,000 net cash with payment due December 1, 2015

Please make all checks payable to Lobo 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.

4. 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.

5. **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.
6. **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 or any breach of this Agreement.
7. **Qualified Sponsorship.** Sponsor agrees that any Benefits provided to or used by Sponsor under this Agreement will adhere to the limitations appertaining to "qualified sponsorships" as defined in Internal Revenue Code section 513(i) and Treasury Regulation 1.513-4. For purposes of this definition, qualified sponsorships are limited to those instances when the Sponsor receives no substantial return benefit from the arrangement other than the use or acknowledgement of the name or logo (or product lines) of the Sponsor. Use or acknowledgement in a qualified sponsorship may include: a) logos and slogans that do not contain qualitative or comparative descriptions of the Sponsor's products, services, facilities or name; b) list of Sponsor's locations, telephone numbers, or internet address; and c) logos or slogans that contain qualitative or comparative language that are an established part of the Sponsor's identity. Advertising containing qualitative or comparative language, calls to action, or otherwise an endorsement of the Sponsor's products is not included in this definition of a qualified sponsorship.
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) with a copy mailed by certified mail, return receipt requested, (c) when received by the addressee, if 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 (d) when received by the address, if sent by e-mail to the appropriate e-mail address of the address. 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. 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:

Garcia Automotive Group
8301 Lomas NE
Albuquerque, NM 87110

Lobo Sports Properties, LLC
UNM South Campus
MSC04 2680
1 University of New Mexico
Albuquerque, NM 87131-0001

By: _____
Ed Garcia

By: _____
Joseph Weiss
General Manager

Date

Date

By: _____
Todd Howell
Associate General Manager

Date



EXHIBIT A

**TO MARKETING & SPONSORSHIP AGREEMENT
BETWEEN**

GARCIA AUTOMOTIVE GROUP

AND

LOBO SPORTS PROPERTIES, LLC

BENEFITS

FOOTBALL SUITE

Garcia Automotive Group will receive the use of one (1) Football Suite for all regular season Lobo Football home games during the length of the agreement. Specific elements include:

- Fourteen (14) season tickets per event for suite
- Four (4) parking passes in the Stadium West Lot
- Game programs in your suite
- Quarterly/half-time/post-game statistics
- Color television monitor with basic cable service provided

UNIVERSITY ARENA DIGITAL SIGNAGE

Garcia Automotive Group will receive the following signage elements in University Arena - The Pit during all Men's and Women's regular season games:

- One (1) Position on the Digital LED Ribbon Board
- Minimum of six (6) rotations at :30 each (minimum of three minutes per game)
- Changeable messaging throughout the season
- Signage will be displayed during all basketball events to include men's and women's games, high school tournaments and special exhibitions with the exception of NCAA events

RADIO ELEMENTS

Garcia Automotive Group will be positioned as one of two sponsors of the Lobo Daily Show throughout the year. This daily update on Lobo athletics runs for three minutes each day Monday through Friday during Football and Basketball seasons and into May. The show is broadcast across the Lobo Radio Network on 19 total affiliates.

- One (1) :30 spot and one (1) billboard to air during each three minute show broadcast each day
- Two-hundred (200) total airings throughout the year from September-May airing on 19 affiliates – total of 3,800 commercials across the network
- Additional benefit of live on-air messages throughout the season to promote the show on the Lobo Radio Network



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 - Academic Calendar Year 2014-2015
 - Academic Calendar Year 2015-2016

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Opt-out Clause: Garcia Automotive Group has the option to terminate and cancel the 2014-2015 Academic Calendar Year and/or the 2015-2016 Academic Calendar Year of the Agreement and must do so in writing by March 30th of 2014 to terminate and cancel the 2014-2015 and 2015-2016 Academic Calendar Years or by March 30th 2015 to terminate and cancel the 2015-2016 Academic Calendar Year. Lobo Sports Properties will contact Garcia Automotive Group on or before March 1st of each year to begin opt out/renewal dialogue. If Garcia Automotive Group does not state their intentions to option out of the agreement then Garcia Automotive Group will be legally bound to fulfill the Agreement.

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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:

- Academic Calendar Year 2013-2014: \$38,000 net cash with payment due December 1, 2013
- Academic Calendar Year 2014-2015: \$40,000 net cash with payment due December 1, 2014
- Academic Calendar Year 2015-2016: \$42,000 net cash with payment due December 1, 2015

Please make all checks payable to Lobo 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.

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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.

5. **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.
6. **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 or any breach of this Agreement.
7. **Qualified Sponsorship.** Sponsor agrees that any Benefits provided to or used by Sponsor under this Agreement will adhere to the limitations appertaining to "qualified sponsorships" as defined in Internal Revenue Code section 513(i) and Treasury Regulation 1.513-4. For purposes of this definition, qualified sponsorships are limited to those instances when the Sponsor receives no substantial return benefit from the arrangement other than the use or acknowledgement of the name or logo (or product lines) of the Sponsor. Use or acknowledgement in a qualified sponsorship may include: a) logos and slogans that do not contain qualitative or comparative descriptions of the Sponsor's products, services, facilities or name; b) list of Sponsor's locations, telephone numbers, or internet address; and c) logos or slogans that contain qualitative or comparative language that are an established part of the Sponsor's identity. Advertising containing qualitative or comparative language, calls to action, or otherwise an endorsement of the Sponsor's products is not included in this definition of a qualified sponsorship.
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) with a copy mailed by certified mail, return receipt requested, (c) when received by the addressee, if 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 (d) when received by the address, if sent by e-mail to the appropriate e-mail address of the address. 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. 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:

Garcia Automotive Group
8301 Lomas NE
Albuquerque, NM 87110

Lobo Sports Properties, LLC
UNM South Campus
MSC04 2680
1 University of New Mexico
Albuquerque, NM 87131-0001

By: _____
Ed Garcia

By: _____
Joseph Weiss
General Manager

Date

Date

By: _____
Todd Howell
Associate General Manager

Date



EXHIBIT A

**TO MARKETING & SPONSORSHIP AGREEMENT
BETWEEN**

GARCIA AUTOMOTIVE GROUP

AND

LOBO SPORTS PROPERTIES, LLC

BENEFITS

FOOTBALL SUITE

Garcia Automotive Group will receive the use of one (1) Football Suite for all regular season Lobo Football home games during the length of the agreement. Specific elements include:

- Fourteen (14) season tickets per event for suite
- Four (4) parking passes in the Stadium West Lot
- Game programs in your suite
- Quarterly/half-time/post-game statistics
- Color television monitor with basic cable service provided

UNIVERSITY ARENA DIGITAL SIGNAGE

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- One (1) Position on the Digital LED Ribbon Board
- Minimum of six (6) rotations at :30 each (minimum of three minutes per game)
- Changeable messaging throughout the season
- Signage will be displayed during all basketball events to include men's and women's games, high school tournaments and special exhibitions with the exception of NCAA events

RADIO ELEMENTS

Garcia Automotive Group will be positioned as one of two sponsors of the Lobo Daily Show throughout the year. This daily update on Lobo athletics runs for three minutes each day Monday through Friday during Football and Basketball seasons and into May. The show is broadcast across the Lobo Radio Network on 19 total affiliates.

- One (1) :30 spot and one (1) billboard to air during each three minute show broadcast each day
- Two-hundred (200) total airings throughout the year from September-May airing on 19 affiliates – total of 3,800 commercials across the network
- Additional benefit of live on-air messages throughout the season to promote the show on the Lobo Radio Network

From: Tim Cass
Sent: Thursday, September 5, 2013 8:52 AM
To: Norma Bojorquez
CC: Todd Howell (thowell@lobosportsproperties.com)
Subject: FW: Revised Agreement for Garcia Automotive Group
Attachments: Garcia Automotive Group - 2013-2016.docx; Garcia Automotive Group - 2013-2016.pdf

Need this printed out so I can deliver to Garcia's

Tim Cass
Deputy Athletic Director
tcass@unm.edu
505-925-5508

Go Lobos!

From: Todd Howell [mailto:thowell@lobosportsproperties.com]
Sent: Wednesday, September 04, 2013 1:25 PM
To: Tim Cass
Cc: Joe Weiss; Joe.McLean@unmfund.org
Subject: Revised Agreement for Garcia Automotive Group

Tim:

Please find attached the revised agreement for Garcia Automotive Group. This contains both the Opt Out Clause (in section 1) and Change of Benefits Clause (in section 2) that Ed requested. I have also taken out the basketball suite as Ed requested and we will have a separate agreement for that which Joe McLean prepared. I have sent these both as a Word Document (in case Joe Weiss needs to make any changes) and as a PDF (if we need to email anything to Ed we need to do so as a PDF).

Please let me know if any of you have any questions.

Todd Howell
Associate General Manager
Lobo Sports Properties
UNM South Campus
1414 University SE
Albuquerque, NM 87131
505-925-5511 (Phone)
505-925-5609 (Fax)
505-990-9729 (Cell)
www.learfieldsports.com



A property of Learfield Sports



MARKETING & SPONSORSHIP AGREEMENT

THIS MARKETING AND SPONSORSHIP AGREEMENT ("Agreement") is made and entered as of the 21st day of August, 2013 between Garcia Automotive Group ("Sponsor") and LOBO SPORTS PROPERTIES, LLC, a Missouri limited liability company qualified to do business in the State of New Mexico ("Provider").

BACKGROUND

- A. Provider holds the exclusive marketing and sponsorship rights for University of New Mexico ("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 Academic Calendar Years which are measured from July 1, 2013 to June 30, 2016 (the "Term"):
 - Academic Calendar Year 2013-2014
 - Academic Calendar Year 2014-2015
 - Academic Calendar Year 2015-2016

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

Opt-out Clause: Garcia Automotive Group has the option to terminate and cancel the 2014-2015 Academic Calendar Year and/or the 2015-2016 Academic Calendar Year of the Agreement and must do so in writing by March 30th of 2014 to terminate and cancel the 2014-2015 and 2015-2016 Academic Calendar Years or by March 30th 2015 to terminate and cancel the 2015-2016 Academic Calendar Year. Lobo Sports Properties will contact Garcia Automotive Group on or before March 1st of each year to begin opt out/renewal dialogue. If Garcia Automotive Group does not state their intentions to option out of the agreement then Garcia Automotive Group will be legally bound to fulfill the Agreement.

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 (the "Benefits").

Change of Benefits Clause: Garcia Automotive Group will have the ability to change any and all Benefits listed in Exhibit A to other marketing elements managed by Lobo Sports Properties during the term of the agreement.

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:

- Academic Calendar Year 2013-2014: \$38,000 net cash with payment due December 1, 2013
- Academic Calendar Year 2014-2015: \$40,000 net cash with payment due December 1, 2014
- Academic Calendar Year 2015-2016: \$42,000 net cash with payment due December 1, 2015

Please make all checks payable to Lobo 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.

4. 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.

5. **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.
6. **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 or any breach of this Agreement.
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ACCEPTED AND AGREED AS OF THE ABOVE DATE:

Garcia Automotive Group
8301 Lomas NE
Albuquerque, NM 87110

Lobo Sports Properties, LLC
UNM South Campus
MSC04 2680
1 University of New Mexico
Albuquerque, NM 87131-0001

By: _____
Ed Garcia

By: _____
Joseph Weiss
General Manager

Date

Date

By: _____
Todd Howell
Associate General Manager

Date



EXHIBIT A

**TO MARKETING & SPONSORSHIP AGREEMENT
BETWEEN**

GARCIA AUTOMOTIVE GROUP

AND

LOBO SPORTS PROPERTIES, LLC

BENEFITS

FOOTBALL SUITE

Garcia Automotive Group will receive the use of one (1) Football Suite for all regular season Lobo Football home games during the length of the agreement. Specific elements include:

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- Additional benefit of live on-air messages throughout the season to promote the show on the Lobo Radio Network



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BACKGROUND

- A. Provider holds the exclusive marketing and sponsorship rights for University of New Mexico ("University").
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NOW, THEREFORE, in consideration of the foregoing Background and other valuable consideration, Sponsor and Provider (the "Parties") agree as follows:

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Please make all checks payable to Lobo 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.

4. 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



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ACCEPTED AND AGREED AS OF THE ABOVE DATE:

Garcia Automotive Group
8301 Lomas NE
Albuquerque, NM 87110

Lobo Sports Properties, LLC
UNM South Campus
MSC04 2680
1 University of New Mexico
Albuquerque, NM 87131-0001

By: _____
Ed Garcia

By: _____
Joseph Weiss
General Manager

Date

Date

By: _____
Todd Howell
Associate General Manager

Date



EXHIBIT A

**TO MARKETING & SPONSORSHIP AGREEMENT
BETWEEN**

GARCIA AUTOMOTIVE GROUP

AND

LOBO SPORTS PROPERTIES, LLC

BENEFITS

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- Additional benefit of live on-air messages throughout the season to promote the show on the Lobo Radio Network

From: Kyle James
Sent: Friday, January 9, 2015 11:46 AM
To: Patrick Romo;Brad Hutchins
Subject: Fwd: Sadie's updated contract
Attachments: Sadies of NM Contract Final.doc; ATT00001.htm; Sadies of NM Contract Final.pdf; ATT00002.htm

Pat,

Here you go!

Kyle James
General Manager
Lobo Sports Properties
575-202-4675

Begin forwarded message:

From: "Jared Schmit" <jschmit@lobosportsproperties.com>
To: "Kyle James" <kjames@lobosportsproperties.com>
Subject: Sadie's

Jared Schmit
Sales Coordinator
Lobo Sports Properties
UNM South Campus
1414 University SE
Albuquerque, NM 87131
505-925-5654 (Phone)
406-580-1095 (Cell)



MARKETING & SPONSORSHIP AGREEMENT

THIS MARKETING AND SPONSORSHIP AGREEMENT (“Agreement”) is made and entered on the 9th day of January, 2015 between **Hatch Chile Company / JOBO Enterprises, Inc DBA Sadies** (“Sponsor”) and LOBO SPORTS PROPERTIES, LLC, a Missouri limited liability company qualified to do business in the State of New Mexico (“Provider”).

BACKGROUND

- A. Provider holds the exclusive marketing and sponsorship rights for University of New Mexico (“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 January 3, 2014 to June 30, 2017 (the “Term”). Hatch Chile Company / JOBO Enterprises, Inc DBA Sadies will have the option to cancel the agreement for the following year (2015-2016 and 2016-2017), but must notify Lobo Sports Properties in writing prior to March 1st of each year with that indication.
2. Neither Party shall have any of the rights set forth in this Agreement after its expiration except for obligations which by this nature shall survive termination including Sponsor’s payment obligations to Provider under Paragraph 3 below.
3. 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 (the “Benefits”).
4. 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:	2014-2015	\$24,000 net per year
	2015-2016	\$24,000 net per year
	2016-2017	\$24,000 net per year

<u>Athletic Year 2014-2015.</u>	<u>Total Payment</u> Paid as Follows:
\$4,000 Net Due January 2015	\$4,000 Net Due April 2015
\$4,000 Net Due February 2015	\$4,000 Net Due May 2015
\$4,000 Net Due March 2015	\$4,000 Net Due June 2015

<u>Athletic Year 2015-2016.</u>	<u>Total Payment</u> Paid as Follows:
\$2,400 Net Due August 2015	\$2,400 Net Due January 2016
\$2,400 Net Due September 2015	\$2,400 Net Due February 2016
\$2,400 Net Due October 2015	\$2,400 Net Due March 2016
\$2,400 Net Due November 2015	\$2,400 Net Due April 2016
\$2,400 Net Due December 2015	\$2,400 Net Due May 2016



Athletic Year 2016-2017.

\$2,400 Net Due August 2016
\$2,400 Net Due September 2016
\$2,400 Net Due October 2016
\$2,400 Net Due November 2016
\$2,400 Net Due December 2016

Total Payment Paid as Follows:

\$2,400 Net Due January 2017
\$2,400 Net Due February 2017
\$2,400 Net Due March 2017
\$2,400 Net Due April 2017
\$2,400 Net Due May 2017

5. **Post-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.
6. **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.
7. **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.
8. **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 or any breach of this Agreement.*
9. **Qualified Sponsorship.** Sponsor agrees that any Benefits provided to or used by Sponsor under this Agreement will adhere to the limitations appertaining to "qualified sponsorships" as defined in Internal Revenue Code section 513(i) and Treasury Regulation 1.513-4. For purposes of this definition, qualified sponsorships are limited to those instances when the Sponsor receives no substantial return benefit from the arrangement other than the use or acknowledgement of the name or logo (or product lines) of the Sponsor. Use or acknowledgement in a qualified sponsorship may include: a) logos and slogans that do not contain qualitative or comparative descriptions of the Sponsor's products, services, facilities or name; b) list of Sponsor's locations, telephone numbers, or internet address; and c) logos or slogans that contain qualitative or comparative language that are an established part of the Sponsor's identity. Advertising containing qualitative or comparative language, calls to action, or otherwise an endorsement of the Sponsor's products is not included in this definition of a qualified sponsorship.



10. **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) with a copy mailed by certified mail, return receipt requested, (c) when received by the addressee, if 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 (d) when received by the address, if sent by e-mail to the appropriate e-mail address of the address. 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. 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:

**HATCH CHILE COMPANY / JOBO ENTERPRISES,
INC DBA SADIES**

BY:

Brian Stafford
Vice President

BY:

David Gregory
Hatch Chile Company

**LOBO SPORTS PROPERTIES, LLC
1414 UNIVERSITY BLVD SE
ALBUQUERQUE, NM 87131**

BY:

Kyle James
General Manager



EXHIBIT A

**TO MARKETING & SPONSORSHIP AGREEMENT
BETWEEN
HATCH CHILE COMPANY / JOBO ENTERPRISES, INC DBA SADIES AND
LOBO SPORTS PROPERTIES, LLC**

BENEFITS

I. Salsa Partner of the UNM Lobos

- Hatch Chile Company / JOBO Enterprises, Inc DBA Sadies will have the selling rights to co-branded products (For Example: Salsa; Red and Green Chile)
- Co-Branded Products must be officially licensed through CLC

II. Digital – Social Media

- Hatch Chile Company / JOBO Enterprises, Inc DBA Sadies will have yearlong media presence on the official Facebook page of UNM Lobo Athletics
- Co-branding and giveaway opportunities included
- Ex: Promotion of Hatch Chile Company / JOBO Enterprises, Inc DBA Sadies sampling days; meal deals at Hatch Chile Company / JOBO Enterprises, Inc DBA Sadies locations; Hatch Chile Company / JOBO Enterprises, Inc DBA Sadies merchandise; promotional offers to fans “wear Lobo red and receive discount.” (1) post per month
- 2014-2015 Sadie’s will receive (2) posts per month January - June

III. In-Venue Engagement- Hatch Chile Company / JOBO Enterprises, Inc DBA Sadies “Salsa Cam”

- Hatch Chile Company / JOBO Enterprises, Inc DBA Sadies will have the opportunity to engage fans via the Salsa Cam:
- One (1) video board feature in men’s basketball
- One (1) video board feature in women’s basketball
- One (1) video board feature in football
- Complete ownership of all LED technology in the Pit during the promotion, Moment of exclusivity (MOE) to include: Courtside LED; Video board; and Ribbon board displays
- One (1) winner will be selected during the promotion each night to win a prize from Hatch Chile Company / JOBO Enterprises, Inc DBA Sadies (for example: gift card; free dinner; etc)
- (2014-2015) Will run at all remaining men’s and women’s basketball games
- (2015-2016 & 2016-2017) Will run at six (6) men’s basketball games, six (6) women’s games and all home football games
- LSP will produce signage in year (1) of the agreement and any changes moving forward will the responsibility of Sadie’s.

INVESTMENT:

\$24,000 Net (2014-2015) (To be split into equal monthly payments from January – June)

\$24,000 Net (2015-2016) (To be split into equal monthly payments from August – May)

\$24,000 Net (2016-2017) (To be split into equal monthly payments from August – May)

TRADE:

\$5,000 Net Per Year to the Lobo Club

2014-2017



MARKETING & SPONSORSHIP AGREEMENT

THIS MARKETING AND SPONSORSHIP AGREEMENT (“Agreement”) is made and entered on the 9th day of January, 2015 between **Hatch Chile Company / JOBO Enterprises, Inc DBA Sadies** (“Sponsor”) and LOBO SPORTS PROPERTIES, LLC, a Missouri limited liability company qualified to do business in the State of New Mexico (“Provider”).

BACKGROUND

- A. Provider holds the exclusive marketing and sponsorship rights for University of New Mexico (“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 January 3, 2014 to June 30, 2017 (the “Term”). Hatch Chile Company / JOBO Enterprises, Inc DBA Sadies will have the option to cancel the agreement for the following year (2015-2016 and 2016-2017), but must notify Lobo Sports Properties in writing prior to March 1st of each year with that indication.
2. Neither Party shall have any of the rights set forth in this Agreement after its expiration except for obligations which by this nature shall survive termination including Sponsor’s payment obligations to Provider under Paragraph 3 below.
3. 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 (the “Benefits”).
4. 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:	2014-2015	\$24,000 net per year
	2015-2016	\$24,000 net per year
	2016-2017	\$24,000 net per year

<u>Athletic Year 2014-2015.</u>	<u>Total Payment</u> Paid as Follows:
\$4,000 Net Due January 2015	\$4,000 Net Due April 2015
\$4,000 Net Due February 2015	\$4,000 Net Due May 2015
\$4,000 Net Due March 2015	\$4,000 Net Due June 2015

<u>Athletic Year 2015-2016.</u>	<u>Total Payment</u> Paid as Follows:
\$2,400 Net Due August 2015	\$2,400 Net Due January 2016
\$2,400 Net Due September 2015	\$2,400 Net Due February 2016
\$2,400 Net Due October 2015	\$2,400 Net Due March 2016
\$2,400 Net Due November 2015	\$2,400 Net Due April 2016
\$2,400 Net Due December 2015	\$2,400 Net Due May 2016



Athletic Year 2016-2017.

\$2,400 Net Due August 2016
\$2,400 Net Due September 2016
\$2,400 Net Due October 2016
\$2,400 Net Due November 2016
\$2,400 Net Due December 2016

Total Payment Paid as Follows:

\$2,400 Net Due January 2017
\$2,400 Net Due February 2017
\$2,400 Net Due March 2017
\$2,400 Net Due April 2017
\$2,400 Net Due May 2017

5. **Post-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.
6. **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.
7. **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.
8. **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 or any breach of this Agreement.*
9. **Qualified Sponsorship.** Sponsor agrees that any Benefits provided to or used by Sponsor under this Agreement will adhere to the limitations appertaining to "qualified sponsorships" as defined in Internal Revenue Code section 513(i) and Treasury Regulation 1.513-4. For purposes of this definition, qualified sponsorships are limited to those instances when the Sponsor receives no substantial return benefit from the arrangement other than the use or acknowledgement of the name or logo (or product lines) of the Sponsor. Use or acknowledgement in a qualified sponsorship may include: a) logos and slogans that do not contain qualitative or comparative descriptions of the Sponsor's products, services, facilities or name; b) list of Sponsor's locations, telephone numbers, or internet address; and c) logos or slogans that contain qualitative or comparative language that are an established part of the Sponsor's identity. Advertising containing qualitative or comparative language, calls to action, or otherwise an endorsement of the Sponsor's products is not included in this definition of a qualified sponsorship.



10. **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) with a copy mailed by certified mail, return receipt requested, (c) when received by the addressee, if 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 (d) when received by the address, if sent by e-mail to the appropriate e-mail address of the address. 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. 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:

**HATCH CHILE COMPANY / JOBO ENTERPRISES,
INC DBA SADIES**

BY:

Brian Stafford
Vice President

BY:

David Gregory
Hatch Chile Company

**LOBO SPORTS PROPERTIES, LLC
1414 UNIVERSITY BLVD SE
ALBUQUERQUE, NM 87131**

BY:

Kyle James
General Manager



EXHIBIT A

**TO MARKETING & SPONSORSHIP AGREEMENT
BETWEEN
HATCH CHILE COMPANY / JOBO ENTERPRISES, INC DBA SADIES AND
LOBO SPORTS PROPERTIES, LLC**

BENEFITS

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- One (1) video board feature in women’s basketball
- One (1) video board feature in football
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- (2014-2015) Will run at all remaining men’s and women’s basketball games
- (2015-2016 & 2016-2017) Will run at six (6) men’s basketball games, six (6) women’s games and all home football games
- LSP will produce signage in year (1) of the agreement and any changes moving forward will the responsibility of Sadie’s.

INVESTMENT:

\$24,000 Net (2014-2015) (To be split into equal monthly payments from January – June)

\$24,000 Net (2015-2016) (To be split into equal monthly payments from August – May)

\$24,000 Net (2016-2017) (To be split into equal monthly payments from August – May)

TRADE:

\$5,000 Net Per Year to the Lobo Club

2014-2017

From: unmgolf@yahoo.com
Sent: Thursday, September 5, 2013 12:21 PM
To: Courtney.Ortiz@sheratonabqairport.com
Subject: Fwd: Sheraton Benefits
Attachments: 2013-2014 Contract.pdf; ATT00001.htm; 13-14 Hotel Program Benefits Grid.pdf; ATT00002.htm; Sheraton Inn.pdf; ATT00003.htm

Sent from my iPhone

Begin forwarded message:

From: Ciara Michal Martinez <cmarti24@unm.edu>
Date: September 5, 2013, 12:01:38 PM MDT
To: " unmgolf@yahoo.com" <unmgolf@yahoo.com>
Subject: FW: Sheraton Benefits

GO LOBOS!

Ciara Martinez

Assistant Director of Development
University of New Mexico
Office: 505-925-5908
www.unmloboclub.com

CLICK [HERE](#) to be a part of the [DRIVE TO 5,000](#)

From: Cristal Garcia [cgarcia@lobosportsproperties.com]
Sent: Thursday, July 18, 2013 11:07 AM
To: Shannon Mullan
Cc: Ciara Michal Martinez; Cristal Garcia
Subject: FW: Sheraton Benefits

Hey there Shannon,

Attached is the LSP contract for the tournament, the Lobo club contract for the donation of 10 rooms and the list of lobo club benefits document.. Please sign both contract and

fax/ scan those back to me as soon as you can. Let me know if you should need anything else or if you have any questions . ☺

**Cristal Garcia
Lobo Sports Properties
505-925-5511**



LOBO CLUB
2013-2014 HOTEL PROGRAM
SPONSOR PACKAGE AGREEMENT

Property Information

Hotel Property:				
Address:				
City:		State:		Zip:
Website:				
Max Group Size for one night:				

Contact Information

Contact Person:			
Email:			
Direct Phone:		Hotel Phone:	
Reservations Contact:			
Email:			
Direct Phone:		Fax:	

The undersigned agrees to consideration of _____ hotel room nights.

****Contract is valid from July 1, 2013 through June 30, 2014****

Hotel Contact

Name:	
Title:	

Hotel Contact Signature

date _____

Ciara Martinez
Assistant Director of Development
University of New Mexico

date _____

VISITOR GUIDE INFORMATION

**LOBO CLUB****HOTEL PROGRAM BENEFITS****2013-2014 HOTEL PROGRAM MEMBERSHIP LEVELS****25 ROOM
NIGHT LEVEL****50 ROOM
NIGHT LEVEL****100 ROOM
NIGHT LEVEL****150 ROOM
NIGHT LEVEL****200 ROOM
NIGHT LEVEL****VIP HALF-TIME RECEPTION FOR ALL
LOBO MEN'S BASKETBALL HOME GAMES****LOBO PRIDE PASS**
Includes 1 pass that allows you to attend all Olympic sports games**COMPLIMENTARY FOOTBALL SEASON TICKETS****COMPLIMENTARY MEN'S AND WOMEN'S
BASKETBALL SEASON TICKETS****(4) Women's
(4) Men's****TICKETS TO ONE (1) MEN'S BASKETBALL GAME**
Determined by Lobo Club prior to season**HOTEL LISTED IN THE "VISITING TEAM GUIDE"**
Guide is distributed to all incoming visiting teams for the 2013-2014 year**INCLUSION ON "LOBO CLUB HOTEL PARTNERS"
LIST WHICH IS DISTRIBUTED TO ALL UNM
ATHLETICS PROGRAMS**

Note: UNM Athletics are not to use hotels that are not part of the program

**TAX DEDUCTION****MEMBERSHIP CARD AND DECAL****LOBO TRACKS WEEKLY E-MAIL****RECOGNITION PIN****FB/MBB/WBB TICKET PRIORITY****FB/MBB/WBB PARKING PRIORITY**
The best seating locations for Lobo Football, Men's & Women's Basketball home games are reserved for Lobo Club members.
All Parking Priority requires purchase of season tickets.**INCLUSION IN E-MAGAZINE**



MARKETING & SPONSORSHIP AGREEMENT

THIS MARKETING AND SPONSORSHIP AGREEMENT (“Agreement”) is made and entered as of the 18th day of July, 2014 between SHERATON ALBUQUERQUE AIRPORT HOTEL (“Sponsor”) and LOBO SPORTS PROPERTIES, LLC, a Missouri limited liability company qualified to do business in the State of New Mexico (“Provider”).

BACKGROUND

- A. Provider holds the exclusive marketing and sponsorship rights for University of New Mexico (“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 which are measured from July 1 to June 30 (the “Term”):

- Athletic Year: 2013-2014

Neither Party shall have any of the rights set forth in this Agreement after its expiration except for obligations which by this 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 (the “Benefits”).

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 2013-2014: Room Trade

- Sheraton Albuquerque Airport Hotel will provide Lobo Women’s Volleyball with complimentary rooms for all visiting teams for one volleyball tournaments each year of the agreement. DATES TBD.
 - 1st tournament we have 3 teams total of 90 rooms

Please make all checks payable to Lobo Sports Properties. 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.

4. Post-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.

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 or any breach of this Agreement.
8. **Qualified Sponsorship.** Sponsor agrees that any Benefits provided to or used by Sponsor under this Agreement will adhere to the limitations appertaining to "qualified sponsorships" as defined in Internal Revenue Code section 513(i) and Treasury Regulation 1.513-4. For purposes of this definition, qualified sponsorships are limited to those instances when the Sponsor receives no substantial return benefit from the arrangement other than the use or acknowledgement of the name or logo (or product lines) of the Sponsor. Use or acknowledgement in a qualified sponsorship may include: a) logos and slogans that do not contain qualitative or comparative descriptions of the Sponsor's products, services, facilities or name; b) list of Sponsor's locations, telephone numbers, or internet address; and c) logos or slogans that contain qualitative or comparative language that are an established part of the Sponsor's identity. Advertising containing qualitative or comparative language, calls to action, or otherwise an endorsement of the Sponsor's products is not included in this definition of a qualified sponsorship.
9. **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) with a copy mailed by certified mail, return receipt requested, (c) when received by the addressee, if 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 (d) when received by the address, if sent by e-mail to the appropriate e-mail address of the address. 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. 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:

**SHERATON ALBUQUERQUE AIRPORT HOTEL
SHANNON MULLAN
2910 YALE BLVD SE,
ALBUQUERQUE, NM 87106**

**LOBO SPORTS PROPERTIES, LLC
1414 UNIVERSITY BLVD SE
ALBUQUERQUE, NM 87131**

BY:

Shannon Mullan
General Manager

By: _____
Joe Weiss
General Manager

By: _____
Cristal Garcia
Account Executive



EXHIBIT A

TO MARKETING & SPONSORSHIP AGREEMENT
BETWEEN
SHERATON ALBUQUERQUE AIRPORT HOTEL
AND
LOBO SPORTS PROPERTIES, LLC

BENEFITS

I. Sheraton Albuquerque Airport Hotel Lobo Classic Volleyball Tournament Sponsor:

1. Sheraton Albuquerque Airport Hotel will be sponsor for the Sheraton Albuquerque Airport Hotel Lobo Classic Volleyball Tournament on TBD. The tournament will feature three (3) teams, including UNM, in a two-day tournament with championship and consolation games.
1. Sponsor Acknowledgement to Sheraton Albuquerque Airport Hotel :
 - A. Title Sponsorship: Sheraton Albuquerque Airport Hotel will be recognized as the Title Sponsor on, website and press releases. Sheraton Albuquerque Airport Hotel will also receive game program logo recognition
 - B. Public Address Announcements: The UNM Athletics Department will provide a minimum of four (4) public address announcements per game throughout the tournament acknowledging Sheraton Albuquerque Airport Hotel support of Lobo Volleyball and the “Sheraton Albuquerque Airport Hotel Tournament”.
 - C. Logo Recognition: If a Tournament T-shirt is produced, The Sheraton Albuquerque Airport Hotel will receive logo recognition on the tournament t-shirts.
 - D. Lobo Volleyball Corporate Box: The Sheraton Albuquerque Airport Hotel will receive one (1) corporate volleyball box. The corporate box comes with two (2) Olympic sports passes and a banner. Sheraton Albuquerque Airport Hotel is responsible for all production costs of the banner.

II. Hotel Partner with Lobo Club

1. Sheraton Albuquerque Airport Hotel will be positioned as a hotel partner for UNM Athletics.
 - A. Sheraton will Provide Lobo Club with Ten (10) Gift in Kind rooms during the 2013-14 Athletic season.
 - i. The Sheraton will receive the following Lobo club Benefits for the Gift in Kind donation
 - Inclusion in e-magazine
 - FB/MBB/WBB Parking Priority
 - FB/MBB/WBB Ticket Priority
 - Lobo Tracks Weekly E-Mail
 - Recognition Pin
 - Membership Card & Detail
 - Tax Deduction

From: Kyle James
Sent: Monday, August 15, 2016 2:32 PM
To: Brian DeSpain
Subject: Galles Contract
Attachments: 16-17 Galles Chevrolet.pdf

Brian,

Here you go. Please let me know if you have any questions.

Kyle James
General Manager



UNM South Campus
1414 University SE | Albuquerque, NM 87131
O: 505-925-5511
M: 575-202-4675

Learfield



SPONSORSHIP AGREEMENT

THIS SPONSORSHIP AGREEMENT (“Agreement”) is made and entered as of the 15th day of August, 2016 between GALLS CHEVROLET (“Sponsor”) and LOBO SPORTS PROPERTIES, LLC, a Missouri limited liability company qualified to do business in the State of New Mexico (“Provider”).

BACKGROUND

- A. Provider holds the exclusive marketing and sponsorship rights for University of New Mexico (“University”) athletics.
- B. Sponsor wishes to provide support for the University by sponsoring University athletics.

NOW, THEREFORE, in consideration of the foregoing Background and other valuable consideration, Sponsor and Provider (each, a “Party” and together, the “Parties”) agree as follows:

1. Term of Agreement. This Agreement shall begin as of the date hereof and continue through June 30, 2017 (the “Term”). Each contract year during the Term (sometimes referred to as an “Athletic Year”) shall commence as of July 1 and continue for 12 months through June 30, except that the first contract year shall commence as of the date hereof and continue through June 30, 2017. 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. Sponsor agrees that any Benefits provided to or used by Sponsor under this Agreement will adhere to the limitations appertaining to “qualified sponsorships” as defined in Internal Revenue Code section 513(i) and Treasury Regulation 1.513-4. For purposes of this definition, qualified sponsorships are limited to those instances when the Sponsor receives no substantial return benefit from the arrangement other than the use or acknowledgement of the name or logo (or product lines) of the Sponsor. Use or acknowledgement in a qualified sponsorship may include: a) logos and slogans that do not contain qualitative or comparative descriptions of the Sponsor’s products, services, facilities or name; (b) list of Sponsor’s locations, telephone numbers, or internet address; and (c) logos or slogans that contain qualitative or comparative language that are an established part of the Sponsor’s identify. Advertising containing qualitative or comparative language, calls to action, or otherwise an endorsement of the Sponsor’s

products is not included in this definition of a qualified sponsorship. 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 will notify Sponsor and offer Sponsor make-good benefits in lieu of the Benefit(s) Provider is unable to provide to Sponsor ("Alternative Make-Good Benefits"). The Alternative Make-Good Benefits will not, however, include tickets, hospitality, catering or similar benefits that involve an out-of-pocket cost to Provider. The Alternative Make-Good Benefits will 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 below. 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 in the amounts set forth below. Each payment shall be due by no later than thirty (30) days after the date of invoice applicable to such payment:

Athletic Year Total Payment Invoiced as Follows:

2016-2017 \$30,000 NET

Athletic Year 2016-2017, \$30,000 Total Payment Paid as Follows:

\$6,000 Net Due August 2016	\$6,000 Net Due November 2016
\$6,000 Net Due September 2016	\$6,000 Net Due December 2016
\$6,000 Net Due October 2016	

Provider shall bill Sponsor incrementally in the last annual installment, applicable gross receipts tax owed hereunder, and Sponsor shall promptly pay such amount on receipt of the invoice from Provider. Sponsor shall make all checks payable to Lobo Sports Properties, LLC. All late payments shall incur a late payment fee of 2% per month (24% APR) or the highest rate allowed by law, whichever is less, together with all costs and expenses of collection including attorneys' fees and court costs.

Sponsor Billing Information

Contact Name: Joe Ruth
Telephone Number: 505-814-1123
Mailing Address: Galles Chevrolet
1601 Lomas Blvd. NE
Albuquerque, NM 87102

4. **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 will notify Sponsor and offer make-good benefits to Sponsor in lieu of the Benefit(s) not received by Sponsor due to the Force Majeure condition ("Make-Good Benefits"). The Make-Good Benefits will be subject to Sponsor's approval which approval will not be unreasonably withheld, conditioned 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.
5. **University Marks.** To the extent that any of the Benefits 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 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.
6. **Indemnification.** 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 of the indemnifying party. For the avoidance of doubt and clarification, Sponsor acknowledges and agrees that Provider has no control over any of the athletic events in which a University team participates or the athletic venues in which the event occurs. Accordingly, Sponsor agrees that it has no right to bring a claim for indemnification against Provider or a claim directly against Provider (each a "Sponsor Claim") under any theory of law and will not therefore bring or make any Sponsor Claim under any theory of law against Provider arising out of or from any athletic event of the University or occurring in or about a University athletic venue.
7. **Termination.** In addition to all rights and remedies available under the law and this Agreement, each Party shall have the right but not the obligation, to terminate the

Agreement if the other Party breaches any provision of this Agreement and such breach is not cured within thirty (30) days of notice for a payment breach or thirty (30) days of notice for all other breaches.

8. Arbitration. The Parties agree that, in the event of a dispute between them relating to or arising out of this Agreement, the Parties will submit such dispute to binding arbitration as provided herein. All arbitrations will be conducted in Dallas, Texas, pursuant to the Commercial Arbitration Rules of the American Arbitration Association except as provided herein. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with law in any court of competent jurisdiction.
9. 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 Texas 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. Provider's Account Executive is not authorized to sign the Agreement on behalf of Provider.

**THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION
WHICH MAY BE ENFORCED BY THE PARTIES.**

The Remainder of this Page is Intentionally Blank

Signature Page to Follow

**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:**

**GALLES CHEVROLET
1601 Lomas Blvd. NE
Albuquerque, NM 87102**

**LOBO SPORTS PROPERTIES, LLC
UNM South Campus, MSC04 2680
1 University of New Mexico
Albuquerque, NM 87131-0001**

By: _____

By: _____
[Signature of General Manager]

Name: Joe Ruth

Name: Kyle James

Title: _____

Title: General Manager

Date: _____

Date: _____

EXHIBIT A

TO SPONSORSHIP AGREEMENT BETWEEN GALLES CHEVROLET AND LOBO SPORTS PROPERTIES, LLC

BENEFITS

I. Signage - Football

Galles Chevrolet will receive:

- 5 Tri-signs
- Lobo Football and LSP will handle production and installation of signs
- (4) to be placed on the north concourse inside the stadium
- (1) to be placed on the main entrance to the football offices
- Galles Chevrolet will be co-branded on the bottom portion of the each sign

From: Mary Kay Holterman
Sent: Thursday, November 19, 2015 4:18 PM
To: Yvonne Otts
CC: Kerry Otto;Kyle James;Ryan Jacobs
Subject: Lobo - UNM Athletics - Pepsi KR5253 / 290-6741 for 2015/2016
Attachments: 290-6741-0815 - Learfield Invoice Template (Word Optimized).pdf; 290-6741-1115 - Learfield Invoice Template (Word Optimized).pdf

Hi Yvonne,

I hope this email finds you well! Please find attached the 2 invoices for Pepsi for August and November. We will have one more that will be invoiced in January 2016 for the 2015/2016 sponsorship year for Pepsi. Please Kerry Otto know if you have any questions.

Thank you and have a great day!!

Kay

Mary Kay Holterman
Accounts Receivable Coordinator

Learfield Communications, Inc.
505 Hobbs Rd
Jefferson City, MO 65109
573-556-1232 (Phone)
573-644-7504 (Fax)

From: Mary Kay Holterman
Sent: Thursday, May 14, 2015 3:32 PM
To: Kyle James <kjames@lobosportsproperties.com>
Cc: 'yotts@unm.edu' <yotts@unm.edu>
Subject: RE: UNM Athletics - Pepsi KR5253 / 290-6741

Good Afternoon Yvonne!

Please find attached the August invoice – please let me know if you have any questions!! ☺

Thank you and have a great day!!

Kay

Mary Kay Holterman
Accounts Receivable Coordinator



Learfield Communications, Inc.
505 Hobbs Rd
Jefferson City, MO 65109
573-556-1232 (Phone)
573-556-1151 (Fax)

From: Kyle James
Sent: Thursday, May 14, 2015 3:29 PM
To: Mary Kay Holterman
Subject: FW: UNM Athletics - Pepsi KR5253 / 290-6741

Please see note below.

Kyle James
Lobo Sports Properties
505-925-5511

From: Yvonne Otts [<mailto:yotts@unm.edu>]
Sent: Thursday, May 14, 2015 12:56 PM
To: Kyle James
Subject: RE: UNM Athletics - Pepsi KR5253 / 290-6741

Kyle,

I know that we owe you one more payment for the year. So if it's the August invoice can you send it to me for processing?

Thanks!
Yvonne

From: Kyle James [<mailto:kjames@lobosportsproperties.com>]
Sent: Thursday, May 14, 2015 12:29 PM
To: Yvonne Otts
Subject: FW: UNM Athletics - Pepsi KR5253 / 290-6741

Yvonne,

Hey can you look into this? Looks like the August Pepsi invoice is open.

Kyle James
Lobo Sports Properties
505-925-5511

From: Mary Kay Holterman
Sent: Thursday, May 14, 2015 11:38 AM
To: Kyle James

Cc: Jessica Otero

Subject: UNM Athletics - Pepsi KR5253 / 290-6741

Hello Kyle and Jessica

While working on reconciliations – I came across the unpaid August invoice for Pepsi billed to UNM Athletics – we have received the following payments – but August is still open and I have attached that invoice – can you please forward this invoice over to the Athletic Dept for payment ☺

August	290-6741-0814	150,000.00	OPEN
November	290-6741-1114	150,000.00	pd ck# 30960701 on 12/16/14
January	290-6741-0115	150,000.00	pd ck# 30968543 on 2/2/15

Please let me know if you have any questions!

Thank you and have a great day!!

Kay

Mary Kay Holterman

Accounts Receivable Coordinator



Learfield Communications, Inc.

505 Hobbs Rd

Jefferson City, MO 65109

573-556-1232 (Phone)

573-556-1151 (Fax)

LOBO SPORTS PROPERTIES, LLC

c/o Learfield Communications, Inc.
P.O. Box 843038
Kansas City, Missouri 64184-3038

INVOICE

TERMS: NET 30 DAYS

CONTRACT #

290-6741

INVOICE #

290-6741-0815

INVOICE DATE

08/10/2015

Salesperson: Kyle James

Customer Number: KR5253

Phone: 866.998.2491

Email: accountsreceivable@learfield.com

Federal Tax ID: [REDACTED]

Sold To:

UNM Athletics
Attn: Yvonne Otts
MSC04 2680
1 University of New Mexico
Albuquerque, NM 87131



Invoice Description:

2015-2016 LOBO SPORTS PROPERTIES, LLC Sponsorship

KR5750: PEPSI

Thank you for your support of LOBO SPORTS PROPERTIES, LLC.

TOTAL SALE	<input type="text" value="\$150,000.00"/>	AGENCY COMMISSION	<input type="text" value="\$0.00"/>	INVOICE TOTAL	<input type="text" value="\$150,000.00"/>
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To avoid a 2% late fee charge per month, please pay this invoice within 30 days of invoice date.

PLEASE FOLD, TEAR HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

Invoice Number:
290-6741-0815

Contract Number:
290-6741

Customer Number:
KR5253

CUSTOMER:

UNM Athletics

Attn: Yvonne Otts

MSC04 2680

1 University of New Mexico

Albuquerque, NM 87131

INVOICE TOTAL

TOTAL PAST DUE

LATE FEE

PAY THIS AMOUNT

PLEASE REMIT TO:

LOBO SPORTS PROPERTIES, LLC
c/o Learfield Communications, Inc.
P.O. Box 843038
Kansas City, Missouri 64184-3038

LOBO SPORTS PROPERTIES, LLC

c/o Learfield Communications, Inc.
P.O. Box 843038
Kansas City, Missouri 64184-3038

CONTRACT #

290-6741

INVOICE #

290-6741-1115

INVOICE DATE

11/06/2015

INVOICE

TERMS: NET 30 DAYS

Salesperson: Kyle James
Customer Number: KR5253
Phone: 866.998.2491
Email: accountsreceivable@learfield.com
Federal Tax ID: [REDACTED]

Sold To:

UNM Athletics
Attn: Yvonne Otts
MSC04 2680
1 University of New Mexico
Albuquerque, NM 87131



Invoice Description:

2015-2016 LOBO SPORTS PROPERTIES, LLC Sponsorship

KR5750: PEPSI

Thank you for your support of LOBO SPORTS PROPERTIES, LLC.

TOTAL SALE	<input type="text" value="\$150,000.00"/>	AGENCY COMMISSION	<input type="text" value="\$0.00"/>	INVOICE TOTAL	<input type="text" value="\$150,000.00"/>
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To avoid a 2% late fee charge per month, please pay this invoice within 30 days of invoice date.

PLEASE FOLD, TEAR HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

CUSTOMER:

UNM Athletics
Attn: Yvonne Otts
MSC04 2680
1 University of New Mexico
Albuquerque, NM 87131

PLEASE REMIT TO:

LOBO SPORTS PROPERTIES, LLC
c/o Learfield Communications, Inc.
P.O. Box 843038
Kansas City, Missouri 64184-3038

INVOICE TOTAL

TOTAL PAST DUE

LATE FEE

PAY THIS AMOUNT

From: Kyle James
Sent: Saturday, January 3, 2015 10:14 AM
To: Patrick J Romo
CC: Brad Hutchins
Subject: Lobos Updated Contract
Attachments: Sadies of NM Contract Final.pdf; Sadies of NM Contract Final.doc

Pat,

Good morning! Here is the revised version in both formats.

Please let me know if you have any updates.

Thanks!

Kyle James
General Manager
Lobo Sports Properties
UNM South Campus
1414 University SE
Albuquerque, NM 87131
505-925-5511 (Phone)
505-925-5609 (Fax)
575-202-4675 (Cell)
www.learfieldsports.com



A property of Learfield Sports



MARKETING & SPONSORSHIP AGREEMENT

THIS MARKETING AND SPONSORSHIP AGREEMENT (“Agreement”) is made and entered on the 3rd day of January, 2015 between **JOBO Enterprises, Inc DBA Sadies (“Sponsor”)** and LOBO SPORTS PROPERTIES, LLC, a Missouri limited liability company qualified to do business in the State of New Mexico (“Provider”).

BACKGROUND

- A. Provider holds the exclusive marketing and sponsorship rights for University of New Mexico (“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 January 3, 2014 to June 30, 2017 (the “Term”):

Neither Party shall have any of the rights set forth in this Agreement after its expiration except for obligations which by this 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 (the “Benefits”).
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:	2014-2015	\$24,000 net per year
	2015-2016	\$24,000 net per year
	2016-2017	\$24,000 net per year

<u>Athletic Year 2014-2015,</u>	<u>Total Payment</u> Paid as Follows:
\$4,000 Net Due January 2015	\$4,000 Net Due April 2015
\$4,000 Net Due February 2015	\$4,000 Net Due May 2015
\$4,000 Net Due March 2015	\$4,000 Net Due June 2015

<u>Athletic Year 2015-2016,</u>	<u>Total Payment</u> Paid as Follows:
\$2,400 Net Due August 2015	\$2,400 Net Due January 2016
\$2,400 Net Due September 2015	\$2,400 Net Due February 2016
\$2,400 Net Due October 2015	\$2,400 Net Due March 2016
\$2,400 Net Due November 2015	\$2,400 Net Due April 2016
\$2,400 Net Due December 2015	\$2,400 Net Due May 2016



Athletic Year 2016-2017.

\$2,400 Net Due August 2016
\$2,400 Net Due September 2016
\$2,400 Net Due October 2016
\$2,400 Net Due November 2016
\$2,400 Net Due December 2016

Total Payment Paid as Follows:

\$2,400 Net Due January 2017
\$2,400 Net Due February 2017
\$2,400 Net Due March 2017
\$2,400 Net Due April 2017
\$2,400 Net Due May 2017

4. **Post-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.
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.
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 or any breach of this Agreement.*
8. **Qualified Sponsorship.** Sponsor agrees that any Benefits provided to or used by Sponsor under this Agreement will adhere to the limitations appertaining to "qualified sponsorships" as defined in Internal Revenue Code section 513(i) and Treasury Regulation 1.513-4. For purposes of this definition, qualified sponsorships are limited to those instances when the Sponsor receives no substantial return benefit from the arrangement other than the use or acknowledgement of the name or logo (or product lines) of the Sponsor. Use or acknowledgement in a qualified sponsorship may include: a) logos and slogans that do not contain qualitative or comparative descriptions of the Sponsor's products, services, facilities or name; b) list of Sponsor's locations, telephone numbers, or internet address; and c) logos or slogans that contain qualitative or comparative language that are an established part of the Sponsor's identity. Advertising containing qualitative or comparative language, calls to action, or otherwise an endorsement of the Sponsor's products is not included in this definition of a qualified sponsorship.



9. **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) with a copy mailed by certified mail, return receipt requested, (c) when received by the addressee, if 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 (d) when received by the address, if sent by e-mail to the appropriate e-mail address of the address. 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. 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:

JOBO ENTERPRISES, INC DBA SADIES

BY:

Brian Stafford
Vice President

LOBO SPORTS PROPERTIES, LLC
1414 UNIVERSITY BLVD SE
ALBUQUERQUE, NM 87131

BY:

Kyle James
General Manager



EXHIBIT A

**TO MARKETING & SPONSORSHIP AGREEMENT
BETWEEN
JOBO ENTERPRISES, INC DBA SADIES
AND
LOBO SPORTS PROPERTIES, LLC**

BENEFITS

I. Salsa Partner of the UNM Lobos

- Sadie's of New Mexico will have the selling rights to co-branded products (For Example: Salsa; Red and Green Chile)
- Co-Branded Products must be officially licensed through CLC

II. Digital – Social Media

- Sadie's of New Mexico will have yearlong media presence on the official Facebook page of UNM Lobo Athletics
- Co-branding and giveaway opportunities included
- Ex: Promotion of Sadie's of New Mexico sampling days; meal deals at Sadie's of New Mexico locations; Sadie's of New Mexico merchandise; promotional offers to fans "wear Lobo red and receive discount." (1) post per month
- 2014-2015 Sadie's will receive (2) posts per month January - June

III. In-Venue Engagement- Sadie's of New Mexico "Salsa Cam"

- Sadie's of New Mexico will have the opportunity to engage fans via the Salsa Cam:
- One (1) video board feature in men's basketball
- One (1) video board feature in women's basketball
- One (1) video board feature in football
- Complete ownership of all LED technology in the Pit during the promotion, Moment of exclusivity (MOE) to include: Courtside LED; Video board; and Ribbon board displays
- One (1) winner will be selected during the promotion each night to win a prize from Sadie's of New Mexico (for example: gift card; free dinner; etc)
- (2014-2015) Will run at all remaining men's and women's basketball games
- (2015-2016 & 2016-2017) Will run at six (6) men's basketball games, six (6) women's games and all home football games
- LSP will produce signage in year (1) of the agreement and any changes moving forward will be the responsibility of Sadie's.

INVESTMENT:

\$24,000 Net (2014-2015) (To be split into equal monthly payments from January – June)

\$24,000 Net (2015-2016) (To be split into equal monthly payments from August – May)

\$24,000 Net (2016-2017) (To be split into equal monthly payments from August – May)

TRADE:

\$5,000 Net Per Year to the Lobo Club

2014-2017



MARKETING & SPONSORSHIP AGREEMENT

THIS MARKETING AND SPONSORSHIP AGREEMENT (“Agreement”) is made and entered on the 3rd day of January, 2015 between **JOBO Enterprises, Inc DBA Sadies (“Sponsor”)** and LOBO SPORTS PROPERTIES, LLC, a Missouri limited liability company qualified to do business in the State of New Mexico (“Provider”).

BACKGROUND

- A. Provider holds the exclusive marketing and sponsorship rights for University of New Mexico (“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 January 3, 2014 to June 30, 2017 (the “Term”):

Neither Party shall have any of the rights set forth in this Agreement after its expiration except for obligations which by this 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 (the “Benefits”).
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:	2014-2015	\$24,000 net per year
	2015-2016	\$24,000 net per year
	2016-2017	\$24,000 net per year

<u>Athletic Year 2014-2015,</u>	<u>Total Payment</u> Paid as Follows:
\$4,000 Net Due January 2015	\$4,000 Net Due April 2015
\$4,000 Net Due February 2015	\$4,000 Net Due May 2015
\$4,000 Net Due March 2015	\$4,000 Net Due June 2015

<u>Athletic Year 2015-2016,</u>	<u>Total Payment</u> Paid as Follows:
\$2,400 Net Due August 2015	\$2,400 Net Due January 2016
\$2,400 Net Due September 2015	\$2,400 Net Due February 2016
\$2,400 Net Due October 2015	\$2,400 Net Due March 2016
\$2,400 Net Due November 2015	\$2,400 Net Due April 2016
\$2,400 Net Due December 2015	\$2,400 Net Due May 2016



Athletic Year 2016-2017.

\$2,400 Net Due August 2016
\$2,400 Net Due September 2016
\$2,400 Net Due October 2016
\$2,400 Net Due November 2016
\$2,400 Net Due December 2016

Total Payment Paid as Follows:

\$2,400 Net Due January 2017
\$2,400 Net Due February 2017
\$2,400 Net Due March 2017
\$2,400 Net Due April 2017
\$2,400 Net Due May 2017

4. **Post-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.
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.
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 or any breach of this Agreement.*
8. **Qualified Sponsorship.** Sponsor agrees that any Benefits provided to or used by Sponsor under this Agreement will adhere to the limitations appertaining to "qualified sponsorships" as defined in Internal Revenue Code section 513(i) and Treasury Regulation 1.513-4. For purposes of this definition, qualified sponsorships are limited to those instances when the Sponsor receives no substantial return benefit from the arrangement other than the use or acknowledgement of the name or logo (or product lines) of the Sponsor. Use or acknowledgement in a qualified sponsorship may include: a) logos and slogans that do not contain qualitative or comparative descriptions of the Sponsor's products, services, facilities or name; b) list of Sponsor's locations, telephone numbers, or internet address; and c) logos or slogans that contain qualitative or comparative language that are an established part of the Sponsor's identity. Advertising containing qualitative or comparative language, calls to action, or otherwise an endorsement of the Sponsor's products is not included in this definition of a qualified sponsorship.



9. **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) with a copy mailed by certified mail, return receipt requested, (c) when received by the addressee, if 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 (d) when received by the address, if sent by e-mail to the appropriate e-mail address of the address. 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. 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:

JOBO ENTERPRISES, INC DBA SADIES

BY:

Brian Stafford
Vice President

LOBO SPORTS PROPERTIES, LLC
1414 UNIVERSITY BLVD SE
ALBUQUERQUE, NM 87131

BY:

Kyle James
General Manager



EXHIBIT A

**TO MARKETING & SPONSORSHIP AGREEMENT
BETWEEN
JOBO ENTERPRISES, INC DBA SADIES
AND
LOBO SPORTS PROPERTIES, LLC**

BENEFITS

I. Salsa Partner of the UNM Lobos

- Sadie's of New Mexico will have the selling rights to co-branded products (For Example: Salsa; Red and Green Chile)
- Co-Branded Products must be officially licensed through CLC

II. Digital – Social Media

- Sadie's of New Mexico will have yearlong media presence on the official Facebook page of UNM Lobo Athletics
- Co-branding and giveaway opportunities included
- Ex: Promotion of Sadie's of New Mexico sampling days; meal deals at Sadie's of New Mexico locations; Sadie's of New Mexico merchandise; promotional offers to fans "wear Lobo red and receive discount." (1) post per month
- 2014-2015 Sadie's will receive (2) posts per month January - June

III. In-Venue Engagement- Sadie's of New Mexico "Salsa Cam"

- Sadie's of New Mexico will have the opportunity to engage fans via the Salsa Cam:
- One (1) video board feature in men's basketball
- One (1) video board feature in women's basketball
- One (1) video board feature in football
- Complete ownership of all LED technology in the Pit during the promotion, Moment of exclusivity (MOE) to include: Courtside LED; Video board; and Ribbon board displays
- One (1) winner will be selected during the promotion each night to win a prize from Sadie's of New Mexico (for example: gift card; free dinner; etc)
- (2014-2015) Will run at all remaining men's and women's basketball games
- (2015-2016 & 2016-2017) Will run at six (6) men's basketball games, six (6) women's games and all home football games
- LSP will produce signage in year (1) of the agreement and any changes moving forward will be the responsibility of Sadie's.

INVESTMENT:

\$24,000 Net (2014-2015) (To be split into equal monthly payments from January – June)

\$24,000 Net (2015-2016) (To be split into equal monthly payments from August – May)

\$24,000 Net (2016-2017) (To be split into equal monthly payments from August – May)

TRADE:

\$5,000 Net Per Year to the Lobo Club

2014-2017

From: Jonathan Issac Washington
Sent: Wednesday, October 29, 2014 9:21 AM
To: [REDACTED] @gmail.com
Subject: Massage Envy Contract
Attachments: 14-17 Massage Envy.pdf

Go lobos!

Jonathan Washington
Marketing manager
The University of New Mexico
Phone: 505-925-5909
Cell: 505-553-5421
jwashing@unm.edu

BUY YOUR 2014 lobo football tickets TODAY! CALL (505) 925-LOBO OR
[CLICK HERE.](#)



MARKETING & SPONSORSHIP AGREEMENT

THIS MARKETING AND SPONSORSHIP AGREEMENT (“Agreement”) is made and entered on the 28th day of October, 2014 between **Massage Envy** (“Sponsor”) and LOBO SPORTS PROPERTIES, LLC, a Missouri limited liability company qualified to do business in the State of New Mexico (“Provider”).

BACKGROUND

- A. Provider holds the exclusive marketing and sponsorship rights for University of New Mexico (“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 2014 to June 30, 2017 (the “Term”):

Neither Party shall have any of the rights set forth in this Agreement after its expiration except for obligations which by this 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 (the “Benefits”).
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: **2014-2015, \$4,000 net per year**
2015-2016, \$4,000 net per year
2016-2017, \$4,000 net per year

Athletic Year 2014-2015, \$4,000 Total Payment Paid as Follows:

\$800 Net Due November 2014	\$800 Net Due December 2014
\$800 Net Due January 2015	\$800 Net Due February 2015
\$800 Net Due March 2015	

Athletic Year 2015-2016, \$4,000 Total Payment Paid as Follows:

\$800 Net Due November 2015	\$800 Net Due December 2015
\$800 Net Due January 2016	\$800 Net Due February 2016
\$800 Net Due March 2016	

Athletic Year 2016-2017, \$4,000 Total Payment Paid as Follows:

\$800 Net Due November 2016	\$800 Net Due December 2016
\$800 Net Due January 2017	\$800 Net Due February 2017
\$800 Net Due March 2017	



4. **Post-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. Sponsorship investment includes 12 regular season football and 29 regular season basketball broadcasts
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.
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 or any breach of this Agreement.*
8. **Qualified Sponsorship.** Sponsor agrees that any Benefits provided to or used by Sponsor under this Agreement will adhere to the limitations appertaining to "qualified sponsorships" as defined in Internal Revenue Code section 513(i) and Treasury Regulation 1.513-4. For purposes of this definition, qualified sponsorships are limited to those instances when the Sponsor receives no substantial return benefit from the arrangement other than the use or acknowledgement of the name or logo (or product lines) of the Sponsor. Use or acknowledgement in a qualified sponsorship may include: a) logos and slogans that do not contain qualitative or comparative descriptions of the Sponsor's products, services, facilities or name; b) list of Sponsor's locations, telephone numbers, or internet address; and c) logos or slogans that contain qualitative or comparative language that are an established part of the Sponsor's identity. Advertising containing qualitative or comparative language, calls to action, or otherwise an endorsement of the Sponsor's products is not included in this definition of a qualified sponsorship.
9. **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) with a copy mailed by certified mail, return receipt requested, (c) when received by the addressee, if 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 (d) when received by the address, if sent by e-mail to the appropriate e-mail address of the address. 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. 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:

Jessica Gonzalez
Massage Envy
7500 N. Mesa Ste. 207
El Paso, TX
915-355-7152

BY: _____
Jessica Gonzalez
Marketing Manager

LOBO SPORTS PROPERTIES, LLC
1414 UNIVERSITY BLVD SE
ALBUQUERQUE, NM 87131

BY: _____
Kyle James
General Manager

BY: _____
Jacob Hobrock
Account Executive



EXHIBIT A

TO MARKETING & SPONSORSHIP AGREEMENT BETWEEN MASSAGE ENVY AND LOBO SPORTS PROPERTIES, LLC

BENEFITS

I. Display Areas

- Massage Envy will be receive display areas in the Suite / Club Level of The Pit. Specific benefits include:
 - Massage Envy will have massage areas for eight (8) mutually-agreed upon games

II. Lobo Club Golf Tournament

- Massage Envy will be a sponsor of the Lobo Club Golf Tournament. Specific benefits include:
 - Massage Envy will have massage areas at reception of Golf Tournament and on course during tournament if opportunity is available
 - Opportunity to provide additional prizes and promotional items for player prize packs and to every participating player

III. Logo Usage (Corporate Partner)

- Massage Envy will receive usage of the Corporate Partner Logo
 - Co-branding opportunities will be made available to Washington Federal
 - All items utilizing registered trademarks and verbiage, or any references or intellectual property of the University must be produced by an officially licensed CLC vendor and unless authorized by the University, will be royalty bearing. Additionally, artwork, designs, and products must be approved by the University

INVESTMENT: \$4,000 Net (2014-2015), \$4,000 Net (2015-2016) \$4,000 Net (2016-2017)

From: Kyle James
Sent: Monday, May 9, 2016 5:04 PM
To: Tony Perfetti
CC: Marcus Pauda;Brad Hutchins
Subject: RE: Chick-fil-A - Lobos

Tony,

Thanks for sending this back. The only signage on this account would be the menu board at their stand, which we are happy to pay for if needed. Sodexo produced some signs last year across all sports and I believe Brad had his hand in this on an overall design. I would assume the partners in the tent row will have a universal look or design, but just let us know once this happens. Regardless we can discuss this and help as needed.

Permits and Liability – I am assuming that is a Levy agreement like we discussed correct? Following and getting what is needed per Levy.

Appreciate the help,

Kyle James
Lobo Sports Properties
O: 505-925-5511

From: Tony Perfetti [mailto:tperfetti@Levyrestaurants.com]
Sent: Monday, May 09, 2016 4:58 PM
To: Kyle James <kjames@lobosportsproperties.com>
Cc: Marcus Pauda <mpauda@lobosportsproperties.com>; Brad Hutchins <hutchins@unm.edu>
Subject: RE: Chick-fil-A - Lobos

Looks good to me As long as Brad is on board with it so am I

In addition to what is mentioned below is signage (who is paying for signage), permits and liability still to get worked out

Thanks,

Tony

From: Kyle James [<mailto:kjames@lobosportsproperties.com>]
Sent: Monday, May 09, 2016 1:46 PM
To: Tony Perfetti
Cc: Marcus Pauda
Subject: FW: Chick-fil-A - Lobos

Tony,

Here you go sir. If you could please review and let us know if you have any changes/suggestions.

Thanks!

Kyle James
Lobo Sports Properties
O: 505-925-5511

From: Marcus Pauda
Sent: Monday, May 09, 2016 2:21 PM
To: Kyle James <kjames@lobosportsproperties.com>
Subject: Chick-fil-A

Kyle,

Please Exhibit A below for all details relating to the Chick-fil-A partnership. If there are any questions, please give me a shout:

EXHIBIT A

**TO SPONSORSHIP AGREEMENT
BETWEEN
CHICK-FIL-A COTTONWOOD CORNERS
AND
LOBO SPORTS PROPERTIES, LLC**

BENEFITS

- I.* Vending Opportunity – Football
 - a. Chick-fil-A will be positioned as a food vendor in venue at University Stadium
 - b. Opportunity to sell food and beverage to Lobo fan base for all home football games and events held at University Stadium
 - c. Food items to be approved by Levy and UNM Athletics
 - Pre-packaged sandwiches that will be delivered periodically during football game
 - d. Menu signage to be placed inside concession area
 - e. Chick-fil-A to provide workers for each event
 - i. Chick-fil-A to provide worker uniforms
- II.* Revenue Split
 - a. Food percentage split: 70% / 30%
 - i. Chick-fil-A receives 70%
 - ii. Levy receives 30%
 - b. Beverage percentage split: 10% / 90%
 - i. Chick-fil-A receives 10%
 - ii. Levy receives 90%
- III.* Concession Sales Rights and Vendor Rights
 - a. Chick-fil-A will sign a separate agreement with Levy, agreeing to the below terms for the length of the contract:

i. Chick-fil-A will provide Levy with a copy of insurance requirements outlined in Levy agreement

Marcus Pauda

Manager - Business Development



UNM South Campus

1414 University SE | Albuquerque, NM 87131

O: 505-925-5511

M: 806-543-9867

Learfield

From: Cristal Garcia
Sent: Friday, November 19, 2010 8:51 AM
To: Matthew McKernan
Subject: RE: Fresh and Clean
Attachments: Fresh & Clean Contract_10-14.doc

Importance: High

Here is there contract//

-----Original Message-----

From: Matthew J McKernan [mailto:mckmatt@unm.edu]
Sent: Thursday, November 18, 2010 10:26 AM
To: Cristal Garcia
Subject: Fresh and Clean

Do you have a copy of the agreement with Fresh and Clean?
I need to show it to purchasing with our invoices.

Thanks
Matt McKernan
UNM Athletic Facilities

On Wed, 18 Aug 2010 11:30:58 -0500
Cristal Garcia <cgarcia@lobosportsproperties.com> wrote:
> Matt,
> Talked with Joe and if you can give me the name and
>number of the person we need to talk to over at AAA and
>we will make that call..
>
> Also regarding Jackson Compaction In their contract
>they have \$5,400 in trade allowance with the
>university..I called chuck to give him a heads up about
>the trash containers and us not being able to use them
>but that we wanted to possibly use a trash compactor.. So
>if you can give him a call.. Tell him your needs see if
>you can use that 4,500 trade to offset the cost for you..
>So he would like for you to give him a call.. 345.3900
>
> Cristal Garcia
> Account Executive
> Lobo Sports Properties
> UNM South Campus
> 1414 University SE
> Albuquerque, NM 87131
> 505-925-5511 (Phone)
> 505-925-5609 (Fax)
> 505-270-8931 (Cell)
> www.learfieldsports.com<<http://www.learfieldsports.com>>
> [cid:image001.jpg@01CB3EBF.BD94EAC0]
> A property of Learfield Sports

Matt McKernan
UNM Athletic Facilities



Marketing & Sponsorship Contract

Fresh & Clean Portable Restrooms

Robert Medina
4202 Broadway Blvd. SE
Albuquerque, NM 87105

Start Date: July 2010
End Date: June 2014
Phone: 505-293-7311

Lobo Sports sponsorship at the University of New Mexico athletic venues and/or events includes:

I. LOBO ATHLETIC TICKETS

Fresh & Clean will receive following athletic tickets each year of the agreement:

- A. Six (6) Football Premium section tickets
- B. Two (2) Football parking passes
- C. Six (6) Basketball Bench season tickets (close to Lobo Level)
- D. Two (2) Basketball parking passes

II. SPONSOR OF THE OFFICIAL LOBO ATHLETICS WEBSITE

Fresh & Clean will receive the following on GoLobos.com:

- A. One (1) 728 x 90 Leaderboard Ad with hyperlink back to the Fresh & Clean website

III. THE PIT CONCOURSE – TV MONITORS

Fresh & Clean will receive:

- A. Display on one hundred (100) TV's throughout the concourse and suite level common area televisions
- B. Commercial/messaging can be changed out during the course of the season
- C. Layout/promotion will be up to the sponsor and LSP. (i.e. scroll or full on screen message for 15-20 sec.)
- D. Sponsor will have a minimum of twelve (12) slots per game
- E. For non-UNM athletic events, message will pop up every three to four minutes

IV. LOBO RADIO

- A. Football Coaches Show on 770 KKOB:
 - a. One (1) :30 second spot during each football coaches show radio broadcast
 - b. One (1) billboard during each coaches show broadcast
- B. Lobo Men's Basketball Radio on 770 KKOB:
 - a. One (1) :30 second spot during each Post-Game Call In Show broadcast
 - b. One (1) billboard during each game broadcast

Lobo Sports Properties, LLC

June 26, 2017
Page 1
(Form Revised September 2008)

Lobo Sports Properties
UNM South Campus
MSC04 2680
1 University of New Mexico
Albuquerque, NM 87131-0001

Overnight Address:
Lobo Sports Properties
UNM South Campus
1414 University SE
Albuquerque, NM 87131
phone 505 925 5511, fax 505 925 5609



Marketing & Sponsorship Contract

V. GOLDEN LOBO CLUB MEMBERSHIP

A. Fresh & Clean will be a member of the UNM Lobo Club at the Golden Lobo Level. Fresh & Clean will receive all benefits associated with being a member of the Golden Level.

INVESTMENT: \$10,000 net per year 2010-2011
\$10,300 net per year 2011-2012
\$10,600 net per year 2012-2013
\$10,900 net per year 2013-2014

TRADE GIFT IN-KIND: Nine Thousand (\$9,000) dollars per year of the agreement for (Portable Restroom use).

TERMS and CONDITIONS:

The term of the agreement shall be for four (4) years beginning July 1, 2010 and ending June 30, 2014. Neither party shall have rights defined in this agreement after contract expiration.

Payment terms: Quarterly equal payments due in September, November, January, and April each year of the agreement.

Please make checks payable to **Lobo Sports Properties, LLC**.

Late payment(s) are subject to interest charges of 2% per month (24% APR) or highest rate allowed by law.

As used here, sponsor includes any successor in interest thereto. This contract is non-cancelable, assignable only by Lobo Sports Properties, LLC but not sponsor without Lobo Sports Properties, LLC's consent and is governed by the laws of the state of Missouri.

Sponsorship investment includes 29 regular season basketball broadcasts. If network broadcasts additional games 29 for basketball the sponsorship will continue for those games at the regular season rate \$ 150.00 per spot. Additional games/broadcasts will be invoiced at the conclusion of each (football and basketball) season.

ACCEPTED and AGREED:

FRESH & CLEAN PORTABLE RESTROOMS

LOBO SPORTS PROPERTIES, L.L.C.

By: _____
ROBERT MEDINA
OWNER

By: _____
CRISTAL GARCIA
ACCOUNT EXECUTIVE

Date: _____

Date: _____

Lobo Sports Properties, LLC

June 26, 2017
Page 2
(Form Revised September 2008)

Lobo Sports Properties
UNM South Campus
MSC04 2680
1 University of New Mexico
Albuquerque, NM 87131

Overnight Address:
Lobo Sports Properties
UNM South Campus
1414 University SE
Albuquerque, NM 87131-0001

phone 505 925 5511, fax 505 925 5609

From: Drew Ingraham
Sent: Monday, July 11, 2016 3:54 PM
To: Marcus Pauda
Subject: RE: Hero of the Game

Marcus,

Looks good. Is there a way we can set up a “surprise” return for a family (they don’t know that the member of the military has come home). It would go over huge!

From: Marcus Pauda [mailto:mpauda@lobosportsproperties.com]
Sent: Tuesday, July 05, 2016 12:58 PM
To: Drew Ingraham
Subject: Hero of the Game

Hey Drew,

Below is the wording in the agreement for the Hero of the Game promotion. Let me know what I can do to help in the meantime. Thanks for your help here:

EXHIBIT A

**TO SPONSORSHIP AGREEMENT
BETWEEN
INDIGO MORTGAGE
AND
LOBO SPORTS PROPERTIES, LLC**

BENEFITS

1. Indigo Mortgage will sponsor the Hero of the Game – Powered by Indigo Mortgage for all home football games and eight home men’s basketball games
 - a. At each home game, one (1) veteran/active-duty military member and their family will be recognized on field in venue for each sporting event
 - b. Promotion will include live-shot and logo display on the video board, as well as accompanying in-venue PA
 - c. Each hero will receive:
 - i. Four tickets to the game
 - ii. Personalized Lobo gift approved by UNM
 - iii. VIP Experience

Athletics

Marcus Pauda
Manager - Business Development



UNM South Campus
1414 University SE | Albuquerque, NM 87131
O: 505-925-5511
M: 806-543-9867

Learfield

From: Marcus Pauda
Sent: Monday, July 11, 2016 3:59 PM
To: Drew Ingraham
Subject: RE: Hero of the Game

It's crazy you mention that! The owner and I met last week and we both said the same thing. Not sure how we'd start looking into something like this, but I think fans would absolutely love something like this! Let's chat about it. I'd be happy to do whatever needed to make this happen.

Marcus Pauda
Lobo Sports Properties
O: 505-925-5511

From: Drew Ingraham [mailto:dingraham@unm.edu]
Sent: Monday, July 11, 2016 3:54 PM
To: Marcus Pauda <mpauda@lobosportsproperties.com>
Subject: RE: Hero of the Game

Marcus,
Looks good. Is there a way we can set up a "surprise" return for a family (they don't know that the member of the military has come home). It would go over huge!

From: Marcus Pauda [<mailto:mpauda@lobosportsproperties.com>]
Sent: Tuesday, July 05, 2016 12:58 PM
To: Drew Ingraham
Subject: Hero of the Game

Hey Drew,

Below is the wording in the agreement for the Hero of the Game promotion. Let me know what I can do to help in the meantime. Thanks for your help here:

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TO SPONSORSHIP AGREEMENT
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AND
LOBO SPORTS PROPERTIES, LLC

BENEFITS

1. Indigo Mortgage will sponsor the Hero of the Game – Powered by Indigo Mortgage for all home football games and eight home men's basketball games
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- c. Each hero will receive:

- i. Four tickets to the game
 - ii. Personalized Lobo gift approved by UNM

Athletics

- iii. VIP Experience

Marcus Pauda

Manager - Business Development



UNM South Campus

1414 University SE | Albuquerque, NM 87131

O: 505-925-5511

M: 806-543-9867

Learfield

From: Kerry Otto
Sent: Wednesday, January 25, 2017 1:37 PM
To: Drew Ingraham
CC: Kyle James
Subject: RE: Invoice: B290-3447-0916 - Learfield Other Money Invoice Template (Word Optimized)
Attachments: B290-3447-0916 - Learfield Other Money Invoice Template (Word Optimized)....pdf

Hi Drew,

I still haven't heard anything. Has the attached invoice been submitted for payment?

Any updates would be appreciated.

Thanks!

Kerry Otto
Learfield
O: 573-556-1209

From: Kerry Otto
Sent: Wednesday, January 11, 2017 10:41 AM
To: Drew Ingraham <dingraham@unm.edu>
Subject: RE: Invoice: B290-3447-0916 - Learfield Other Money Invoice Template (Word Optimized)

Hi Drew,

Just wanted to follow up on this invoice. Has it been submitted for payment? Do you need anything else from me to process? Please let me know!

Thanks!

Kerry Otto
Learfield
O: 573-556-1209

From: Drew Ingraham [<mailto:dingraham@unm.edu>]
Sent: Tuesday, December 27, 2016 3:08 PM
To: Kyle James <kjames@lobosportsproperties.com>
Cc: Kerry Otto <kotto@learfield.com>
Subject: RE: Invoice: B290-3447-0916 - Learfield Other Money Invoice Template (Word Optimized)

Will do. I apologize for the delay in payment, I thought this was paid a while ago. Once our Business Office rep returns, I will get this covered.

Drew



go lobos!

Drew W. Ingraham
Associate Athletics Director For Marketing & Fan Engagement

Colleen J. Maloof Administration Building
1 The University of New Mexico/MSC04-2680
Albuquerque, NM 87131-0001
Phone: (505) 925-5621
Fax: (505) 925-5609

#GOLOBOS

www.GoLobos.com



From: Kyle James [<mailto:kjames@lobosportsproperties.com>]
Sent: Tuesday, December 27, 2016 2:03 PM
To: Drew Ingraham
Cc: Kerry Otto
Subject: FW: Invoice: B290-3447-0916 - Learfield Other Money Invoice Template (Word Optimized)

Hey Drew,

Can you take care of this invoice please? This was for the Think Social campaign you did at the beginning of the season.

Kerry Otto is copied above if you have any questions.

Kyle James
Lobo Sports Properties
O: 505-925-5511

From: Kerry Otto
Sent: Tuesday, December 27, 2016 12:57 PM

To: Kyle James <kjames@lobosportsproperties.com>

Subject: Invoice: B290-3447-0916 - Learfield Other Money Invoice Template (Word Optimized)

Kyle,

Do you know what's going on with this invoice? Who is supposed to pay? Sadies?

Kerry Otto

Accounts Receivable Coordinator

Learfield

505 Hobbs Rd. | Jefferson City, MO 65109

O: 573-556-1209

LOBO SPORTS PROPERTIES, LLC

c/o Learfield Communications, Inc.
P.O. Box 843038
Kansas City, Missouri 64184-3038

INVOICE

TERMS: NET 30 DAYS

CONTRACT #

B290-3447

INVOICE #

B290-3447-0916

INVOICE DATE

09/30/2016

Salesperson: House Lobo

Customer Number: KR5253

Phone: 866.998.2491

Email: accountsreceivable@learfield.com

Federal Tax ID: [REDACTED]

Sold To:

UNM Athletics
Attn: Drew Ingraham
1414 University Ave SE
1 University of New Mexico
Albuquerque, NM 87131



Invoice Description:

Think Social Campaign payment

This was paid in advance and was taken out of the Sadie's deal
Apply back to the Sadie's deal sheet

Thank you for your support of LOBO SPORTS PROPERTIES, LLC.

INVOICE TOTAL

\$1,000.00

To avoid a 2% late fee charge per month, please pay this invoice within 30 days of invoice date.

PLEASE FOLD, TEAR HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

Invoice Number:
B290-3447-0916

Contract Number:
B290-3447

Customer Number:
KR5253

CUSTOMER:

UNM Athletics
Attn: Drew Ingraham
1414 University Ave SE
1 University of New Mexico
Albuquerque, NM 87131

PLEASE REMIT TO:

INVOICE TOTAL

\$1,000.00

LOBO SPORTS PROPERTIES, LLC
c/o Learfield Communications, Inc.
P.O. Box 843038
Kansas City, Missouri 64184-3038

From: Kyle James
Sent: Wednesday, April 5, 2017 2:50 PM
To: Scott Dotson;Brad Hutchins
Subject: RE: LOBO SPORTS PROPERTIES LLC contract

I just called her and explained.

We are good to go.

Thx for sending!

Kyle James
Lobo Sports Properties
O: 505-925-5511

From: Scott Dotson [mailto:scottd@unm.edu]
Sent: Wednesday, April 5, 2017 2:35 PM
To: Brad Hutchins <hutchins@unm.edu>; Kyle James <kjames@lobosportsproperties.com>
Subject: FW: LOBO SPORTS PROPERTIES LLC contract

Can one of you two help answer Michele's questions

Thanks

Scott

From: Michele Huff [mailto:MHuff@salud.unm.edu]
Sent: Wednesday, April 05, 2017 10:53 AM
To: Scott Dotson <scottd@unm.edu>
Cc: Karen A. Sanchez <KASanchez@salud.unm.edu>
Subject: LOBO SPORTS PROPERTIES LLC contract

Hi Scott,

I need your help. We received a contract from the President's office. It's a Sponsorship Agreement between UNM and LOBO SPORTS PROPERTIES, LLC for sky boxes. It requires us to pay \$50K to get access to the President's hospitality suite, 50 tickets, parking passes etc.. I was asked to review the agreement, but I am confused. Don't we own the PIT suites? I know we license them to third parties, and developed a template back in 2010 for that purpose.

Can you shed some light on this relationship? Apparently we signed a different version of the agreement in 2014 that is set to expire, but legal never reviewed it (and UNM Foundation president signed it).

Thanks for your help,

Michele

Michèle Huff

Senior Associate University Counsel, Office of University Counsel

1 University of New Mexico MSC 05 3440

Albuquerque, New Mexico 87131-0001

Phone: (505) 277-3460

Fax: (505) 277-4154

e-mail: mhuff@salud.unm.edu

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From: Scott Dotson
Sent: Wednesday, April 5, 2017 3:41 PM
To: Kyle James;Brad Hutchins
Subject: RE: LOBO SPORTS PROPERTIES LLC contract

Thank you

From: Kyle James [mailto:kjames@lobosportsproperties.com]
Sent: Wednesday, April 05, 2017 2:50 PM
To: Scott Dotson <scottd@unm.edu>; Brad Hutchins <hutchins@unm.edu>
Subject: RE: LOBO SPORTS PROPERTIES LLC contract

I just called her and explained.

We are good to go.

Thx for sending!

Kyle James
Lobo Sports Properties
O: 505-925-5511

From: Scott Dotson [mailto:scottd@unm.edu]
Sent: Wednesday, April 5, 2017 2:35 PM
To: Brad Hutchins <hutchins@unm.edu>; Kyle James <kjames@lobosportsproperties.com>
Subject: FW: LOBO SPORTS PROPERTIES LLC contract

Can one of you two help answer Michele's questions

Thanks

Scott

From: Michele Huff [mailto:MHuff@salud.unm.edu]
Sent: Wednesday, April 05, 2017 10:53 AM
To: Scott Dotson <scottd@unm.edu>
Cc: Karen A. Sanchez <KASanchez@salud.unm.edu>
Subject: LOBO SPORTS PROPERTIES LLC contract

Hi Scott,

I need your help. We received a contract from the President's office. It's a Sponsorship Agreement between UNM and LOBO SPORTS PROPERTIES, LLC for sky boxes. It requires us to pay \$50K to get access to the President's hospitality suite, 50 tickets, parking passes etc.. I was asked to review the agreement, but I am confused. Don't we own the PIT suites? I know we license them to third parties, and developed a template back in 2010 for that purpose.

Can you shed some light on this relationship? Apparently we signed a different version of the agreement in 2014 that is set to expire, but legal never reviewed it (and UNM Foundation president signed it).

Thanks for your help,

Michele

Michèle Huff

Senior Associate University Counsel, Office of University Counsel
1 University of New Mexico MSC 05 3440
Albuquerque, New Mexico 87131-0001
Phone: (505) 277-3460
Fax: (505) 277-4154
e-mail: mhuff@salud.unm.edu

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From: Scott Dotson
Sent: Wednesday, April 5, 2017 3:41 PM
To: Kyle James;Brad Hutchins
Subject: RE: LOBO SPORTS PROPERTIES LLC contract

Thank you

From: Kyle James [mailto:kjames@lobosportsproperties.com]
Sent: Wednesday, April 05, 2017 2:50 PM
To: Scott Dotson <scottd@unm.edu>; Brad Hutchins <hutchins@unm.edu>
Subject: RE: LOBO SPORTS PROPERTIES LLC contract

I just called her and explained.

We are good to go.

Thx for sending!

Kyle James
Lobo Sports Properties
O: 505-925-5511

From: Scott Dotson [mailto:scottd@unm.edu]
Sent: Wednesday, April 5, 2017 2:35 PM
To: Brad Hutchins <hutchins@unm.edu>; Kyle James <kjames@lobosportsproperties.com>
Subject: FW: LOBO SPORTS PROPERTIES LLC contract

Can one of you two help answer Michele's questions

Thanks

Scott

From: Michele Huff [mailto:MHuff@salud.unm.edu]
Sent: Wednesday, April 05, 2017 10:53 AM
To: Scott Dotson <scottd@unm.edu>
Cc: Karen A. Sanchez <KASanchez@salud.unm.edu>
Subject: LOBO SPORTS PROPERTIES LLC contract

Hi Scott,

I need your help. We received a contract from the President's office. It's a Sponsorship Agreement between UNM and LOBO SPORTS PROPERTIES, LLC for sky boxes. It requires us to pay \$50K to get access to the President's hospitality suite, 50 tickets, parking passes etc.. I was asked to review the agreement, but I am confused. Don't we own the PIT suites? I know we license them to third parties, and developed a template back in 2010 for that purpose.

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Michele

Michèle Huff

Senior Associate University Counsel, Office of University Counsel
1 University of New Mexico MSC 05 3440
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From: Michele Huff
Sent: Thursday, April 6, 2017 7:53 AM
To: Scott Dotson;Brad Hutchins
CC: Karen A. Sanchez
Subject: RE: LOBO SPORTS PROPERTIES LLC contract

Scott,

I heard from Kyle James yesterday. I just want to be sure I understand this. [REDACTED]
[REDACTED]

From: Michele Huff
Sent: Wednesday, April 05, 2017 10:53 AM
To: Scott Dotson <scottd@unm.edu>
Cc: Karen A. Sanchez <KASanchez@salud.unm.edu>
Subject: LOBO SPORTS PROPERTIES LLC contract

Hi Scott,

I need your help. We received a contract from the President's office. It's a Sponsorship Agreement between UNM and LOBO SPORTS PROPERTIES, LLC for sky boxes. It requires us to pay \$50K to get access to the President's hospitality suite, 50 tickets, parking passes etc.. I was asked to review the agreement, but I am confused. Don't we own the PIT suites? I know we license them to third parties, and developed a template back in 2010 for that purpose.

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Michèle Huff

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1 University of New Mexico MSC 05 3440
Albuquerque, New Mexico 87131-0001
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From: Kyle James
Sent: Thursday, October 23, 2014 3:02 PM
To: Patrick Romo
CC: Brad Hutchins
Subject: RE: Sadie's/Lobos Contract
Attachments: Sadies of NM Contract Final.doc

Here you go!

Kyle James
Lobo Sports Properties
505-925-5511

From: Patrick Romo [mailto:████████@gmail.com]
Sent: Thursday, October 23, 2014 2:59 PM
To: Kyle James
Cc: 'Brad Hutchins'
Subject: RE: Sadie's/Lobos Contract

Kyle,

Can you forward the attached in a word format so that I can redline if necessary. I will not review this until tonight, however I NEED IT IN WORD FORMAT.

Pat

From: Kyle James [<mailto:kjames@lobosportsproperties.com>]
Sent: Thursday, October 23, 2014 2:40 PM
To: ████████@gmail.com
Cc: Brad Hutchins
Subject: Sadie's/Lobos Contract

Pat,

Thanks for taking the time to work this out with Brad and here is the attached contract. We look forward to wrapping this up and let us know if you have any questions.

Talk soon!

Kyle James
General Manager
Lobo Sports Properties
UNM South Campus
1414 University SE
Albuquerque, NM 87131
505-925-5511 (Phone)
505-925-5609 (Fax)
575-202-4675 (Cell)
www.learfieldsports.com



A property of Learfield Sports



MARKETING & SPONSORSHIP AGREEMENT

THIS MARKETING AND SPONSORSHIP AGREEMENT (“Agreement”) is made and entered on the 23rd day of October, 2014 between **Sadie’s of New Mexico (“Sponsor”)** and LOBO SPORTS PROPERTIES, LLC, a Missouri limited liability company qualified to do business in the State of New Mexico (“Provider”).

BACKGROUND

- A. Provider holds the exclusive marketing and sponsorship rights for University of New Mexico (“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 November 1, 2014 to June 30, 2033 (the “Term”): Every option year Sadie’s will have the option to opt out of agreement and must notify Lobo Sports Properties by March 1st of that year. (Option years listed in Exhibit A)

Neither Party shall have any of the rights set forth in this Agreement after its expiration except for obligations which by this 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 (the “Benefits”).
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:	2014-2015	\$50,000 net per year
	2015-2016	\$75,000 net per year
	2016-2017	\$75,000 net per year
	2017-2018	\$75,000 net per year

(See pg. 6 (Exhibit A for years 2017 – 2033)

<u>Athletic Year 2014-2015,</u>	<u>Total Payment</u> Paid as Follows:
\$7,142.85 Net Due November 2014	\$7,142.85 Net Due March 2015
\$7,142.85 Net Due December 2014	\$7,142.85 Net Due April 2015
\$7,142.85 Net Due January 2015	\$7,142.90 Net Due May 2015
\$7,142.85 Net Due February 2015	

<u>Athletic Year 2015-2016,</u>	<u>Total Payment</u> Paid as Follows:
\$7,500 Net Due August 2015	\$7,500 Net Due January 2016
\$7,500 Net Due September 2015	\$7,500 Net Due February 2016
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\$7,500 Net Due November 2015	\$7,500 Net Due April 2016
\$7,500 Net Due December 2015	\$7,142.90 Net Due May 2016



Athletic Year 2016-2017,

\$7,500 Net Due August 2016	<u>Total Payment</u> Paid as Follows:
\$7,500 Net Due September 2016	\$7,500 Net Due January 2017
\$7,500 Net Due October 2016	\$7,500 Net Due February 2017
\$7,500 Net Due November 2016	\$7,500 Net Due March 2017
\$7,500 Net Due December 2016	\$7,500 Net Due April 2017
	\$7,142.90 Net Due May 2017

Athletic Year 2017-2018,

\$7,500 Net Due August 2017	<u>Total Payment</u> Paid as Follows:
\$7,500 Net Due September 2017	\$7,500 Net Due January 2018
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\$7,500 Net Due November 2017	\$7,500 Net Due March 2018
\$7,500 Net Due December 2017	\$7,500 Net Due April 2018
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4. **Post-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. Sponsorship investment includes 12 regular season football and 29 regular season basketball broadcasts. If network broadcasts additional games (beyond 12 for football and 29 for basketball) the sponsorship will continue for those games at the regular season rate (\$2,062/Football game, \$797/Men's Basketball Game, Women's Basketball \$550 Game). Additional games/broadcasts will be invoiced at the conclusion of each (football and basketball) season. Post season radio will increase 5% annually each fiscal year.
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.
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 or any breach of this Agreement.*



8. **Qualified Sponsorship.** Sponsor agrees that any Benefits provided to or used by Sponsor under this Agreement will adhere to the limitations appertaining to "qualified sponsorships" as defined in Internal Revenue Code section 513(i) and Treasury Regulation 1.513-4. For purposes of this definition, qualified sponsorships are limited to those instances when the Sponsor receives no substantial return benefit from the arrangement other than the use or acknowledgement of the name or logo (or product lines) of the Sponsor. Use or acknowledgement in a qualified sponsorship may include: a) logos and slogans that do not contain qualitative or comparative descriptions of the Sponsor's products, services, facilities or name; b) list of Sponsor's locations, telephone numbers, or internet address; and c) logos or slogans that contain qualitative or comparative language that are an established part of the Sponsor's identity. Advertising containing qualitative or comparative language, calls to action, or otherwise an endorsement of the Sponsor's products is not included in this definition of a qualified sponsorship.

9. **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) with a copy mailed by certified mail, return receipt requested, (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addressees set forth on the signature page below (or to such other addresses as a signatory may designate by notice to the other signatories) or (d) when received by the address, if sent by e-mail to the appropriate e-mail address of the address. 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. 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:

**Pat Romo or Jim Garcia
Sadie's of New Mexico**

BY:

Pat Romo or Jim Garcia

**LOBO SPORTS PROPERTIES, LLC
1414 UNIVERSITY BLVD SE
ALBUQUERQUE, NM 87131**

BY:

Kyle James
General Manager



EXHIBIT A

TO MARKETING & SPONSORSHIP AGREEMENT BETWEEN SADIE'S OF NEW MEXICO AND LOBO SPORTS PROPERTIES, LLC

2014 – 2015 BENEFITS

I. Official Salsa of the UNM Lobos

- Sadie's of New Mexico will have the selling rights to co-branded products (For Example: Salsa; Red and Green Chile)
- Co-Branded Products must be officially licensed through CLC

II. Community Events – Sampling Opportunities

- Sadie's of New Mexico will have three (3) "Day at the Game" events during each men's and women's basketball season for each year of the agreement
 - i. Sampling Displays on the Club Level of The Pit and a designated area on the main concourse of University Arena, The Pit
 - ii. One (1) "Sadie's of New Mexico Chile Roasting" pregame event at the Pit. Display area and details of the event will be mutually agreed upon by Sadie's of New Mexico and UNM Athletics
- UNM Athletics will utilize Social Media to promote all Sadie's of New Mexico "Day at the Game" and "Roasting" events

III. Digital – Social Media

- Sadie's of New Mexico will have yearlong media presence on the official Facebook page of UNM Lobo Athletics
- Co-branding and giveaway opportunities included
- Ex: Promotion of Sadie's of New Mexico sampling days; meal deals at Sadie's of New Mexico locations; Sadie's of New Mexico merchandise; promotional offers to fans "wear Lobo red and receive discount."

IV. Retail Promotion

- Sadie's of New Mexico will have the unique opportunity to have special offers and discounts for Lobo fans during basketball season.
- Ex: For each "Sadie's of New Mexico Lobo meal" purchased, customer will be entered to win a Lobo Men's basketball VIP experience. VIP Experience prize to include:
 - i. Dinner for two (2) at Sadie's of New Mexico
 - ii. Two (2) men's basketball tickets to the game
 - iii. Pregame VIP tour of the Pit
 - iv. Commemorative photo of the game day experience
 - v. Promotion will be implemented and executed at up to four (4) mutually agreed upon home games



V. Concessions

- Sadie's of New Mexico will work with UNM Athletics concessionaire to ensure concessionaire purchases Sadie's of New Mexico products to be used in all UNM Athletics concessions and catering services
 - i. The following Sadie's of New Mexico products will be purchased: Green Chile; Red Chile; Salsa
- Pricing must be mutually agreed upon between concessionaire and Sadie's of New Mexico and must be competitive

VI. Radio – Local Broadcast 770 KKOB-AM

- Sadie's of New Mexico will receive two (2) :30 radio spots during each men's basketball local broadcast
- Sadie's of New Mexico will receive two (2) :30 radio spots during each women's basketball game broadcast on 610 KNML-AM
- Additional games/broadcasts will be invoiced at the conclusion of the football and basketball season respectively. Sponsorship investment includes 12 regular season football and 29 regular season basketball broadcasts. If network broadcasts additional games (beyond 29 for basketball) the sponsorship will continue for those games at the regular season rate (\$797/Men's Basketball Game, \$550 Women's Basketball Game). Additional games/broadcasts will be invoiced at the conclusion of each (football and basketball) season. Post season radio will increase 5% annually each fiscal year

VII. In-Venue Engagement- Sadie's of New Mexico "Salsa Cam"

- Sadie's of New Mexico will have the opportunity to engage fans inside University Arena, The Pit during each men's and women's basketball home games. Specific elements include:
 - One (1) video board feature during each men's home basketball game
 - One (1) video board feature during each women's home basketball game
 - Complete ownership of all LED technology in the Pit during the promotion, Moment of exclusivity (MOE) to include: Courtside LED; Video board; and Ribbon board displays
 - One (1) winner will be selected during the promotion each night to win a prize from Sadie's of New Mexico (for example: gift card; free dinner; etc)

VIII. Logo Rights

- Sadie's of New Mexico name will have the unique opportunity to have special offers and discounts to Lobo fans. This can be incorporated into any of the assets in the terms of this agreement
- Sadie's of New Mexico will have the rights to utilize the official Lobo "Shield" logo
- All co-branded items must be approved by the University of New Mexico
- "All items utilizing registered trademarks and verbiage, or any references or intellectual property of the University must be produced by an officially licensed CLC vendor and unless authorized by the University, will be royalty bearing. Additionally, artwork, designs, and products must be approved by the University."



2015 – 2033 BENEFITS

IX. Official Salsa of the UNM Lobos

- Sadie's of New Mexico will have the selling rights to co-branded products (For Example: Salsa; Red and Green Chile)
- Co-Branded Products must be officially licensed through CLC

X. Community Events – Sampling Opportunities

- Sadie's of New Mexico will have three (3) "Day at the Game" events during each men's and women's basketball season for each year of the agreement
 - i. Sampling Displays on the Club Level of The Pit and a designated area on the main concourse of University Arena, The Pit
 - ii. One (1) "Sadie's of New Mexico Chile Roasting" pregame event at the Pit. Display area and details of the event will be mutually agreed upon by Sadie's of New Mexico and UNM Athletics
- UNM Athletics will utilize Social Media to promote all Sadie's of New Mexico "Day at the Game" and "Roasting" events
- **Beginning in 2015-2016 for football (3) Chile Roasting/Display opportunities to engage fans**

XI. Digital – Social Media

- Sadie's of New Mexico will have yearlong media presence on the official Facebook page of UNM Lobo Athletics
- Co-branding and giveaway opportunities included
- For example: Promotion of Sadie's of New Mexico sampling days; meal deals at Sadie's of New Mexico locations; Sadie's of New Mexico merchandise; promotional offers to fans 'wear Lobo red and receive discount.'
- **Beginning in 2015-2016 for football digital/social media the same benefits described above**

XII. Retail Promotion

- Sadie's of New Mexico will have the unique opportunity to have special offers and discounts to Lobo fans at basketball.
- Ex: For each "Sadie's of New Mexico Lobo meal" purchased, customer will be entered to win a Lobo Men's basketball VIP experience. VIP Experience prize to include:
 - i. Dinner for two (2) at Sadie's of New Mexico
 - ii. Two (2) men's basketball tickets to the game
 - iii. Pregame VIP tour of the Pit
 - iv. Commemorative photo of the game day experience
 - v. Promotion will be implemented and executed at up to four (4) mutually agreed upon home games
- **Beginning in 2015-2016, Sadie's of New Mexico will have the unique opportunity to have special offers and discounts to Lobo fans during football.**
- Ex: For each "Sadie's of New Mexico Lobo meal" purchased, customer will be entered to win a Lobo football VIP experience. VIP Experience prize to include:
 - i. The use of Two (2) field level suites during the season (total of 100 tickets)
 - ii. Pregame sideline passes to the game
 - iii. Commemorative photo of the game day experience
 - iv. Promotion will be implemented and executed at up to two (2) mutually agreed upon home games



XIII. Concessions

- Sadie's of New Mexico will work with UNM Athletics concessionaire to ensure concessionaire purchases Sadie's of New Mexico products to be used in all UNM Athletics concessions and catering services
 - i. The following Sadie's of New Mexico products will be purchased: Green Chile; Red Chile; Salsa
- Pricing must be mutually agreed upon between concessionaire and Sadie's of New Mexico and must be competitive
- **Beginning in 2015-2016 Sadie's of New Mexico will have the same benefits as described above for football**

XIV. Radio - Local Broadcast

- Sadie's of New Mexico will receive two (2) :30 radio spots during each men's basketball local broadcast
- Sadie's of New Mexico will receive two (2) :30 radio spots during each women's basketball game broadcast on 610 KNML-AM
- **Beginning in 2015-2016, Sadie's of New Mexico will receive two (2) :30 spots during each football game**
- Additional games/broadcasts will be invoiced at the conclusion of the football and basketball season respectively. Sponsorship investment includes 12 regular season football and 29 regular season basketball broadcasts. If network broadcasts additional games (beyond 12 for football and 29 for basketball) the sponsorship will continue for those games at the regular season rate (\$2,062/Football game, \$797/Men's Basketball Game, \$550/Women's Game). Additional games/broadcasts will be invoiced at the conclusion of each (football and basketball) season. Post season radio will increase 5% annually each fiscal year.

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 - One (1) video board feature during each women's home basketball game
 - Complete ownership of all LED technology in the Pit during the promotion, Moment of exclusivity to include: Courtside LED; Video board; and Ribbon board
 - One (1) winner will be selected during the promotion each night to win a prize from Sadie's of New Mexico (for example: gift card; free dinner; etc)
- **Beginning in 2015-2016, Sadie's of New Mexico will receive One (1) video board football feature with the "Sadie's of New Mexico Salsa Cam"**
 - i. Video board Logo included
 - ii. One (1) winner will be selected during the promotion each night to win a prize from Sadie's of New Mexico (for example: gift card; free dinner; etc)

XVI. Logo Rights

- Sadie's of New Mexico will have the unique opportunity to have special offers and discounts to Lobo fans. This can be incorporated into any of the assets in the terms of this agreement
- Sadie's of New Mexico will have the rights to utilize the official Lobo Corporate Partner "Shield" logo
- All co-branded items must be approved by the University of New Mexico
- "All items utilizing registered trademarks and verbiage, or any references or intellectual property of the University must be produced by an officially licensed CLC vendor and unless authorized by the University, will be royalty bearing. Additionally, artwork, designs, and products must be approved by the University."



INVESTMENT:

\$50,000 Net (2014-2015) (To be split into equal monthly payments from Dec.-May)

\$75,000 Net (2015-2016) (To be split into equal monthly payments from August – May)

\$75,000 Net (2016-2017)

\$75,000 Net (2017-2018) Option year (March 1st, 2018)

\$77,000 Net (2018-2019) (To be split into equal monthly payments from August – May)

\$77,000 Net (2019-2020)

\$77,000 Net (2020-2021) Option year (March 1st, 2021)

\$79,000 Net (2021-2022) (To be split into equal monthly payments from August – May)

\$79,000 Net (2022-2023)

\$79,000 Net (2023-2024) Option year (March 1st, 2024)

\$81,000 Net (2024-2025) (To be split into equal monthly payments from August – May)

\$81,000 Net (2025-2026)

\$81,000 Net (2026-2027) Option year (March 1st, 2027)

\$83,000 Net (2027-2028) (To be split into equal monthly payments from August – May)

\$83,000 Net (2028-2029)

\$83,000 Net (2029-2030) Option year (March 1st, 2030)

\$85,000 Net (2030-2031) (To be split into equal monthly payments from August – May)

\$85,000 Net (2031-2032)

\$85,000 Net (2032-2033) Option year (March 1st, 2033)

From: Kyle James
Sent: Thursday, October 23, 2014 3:04 PM
To: Patrick Romo
CC: Brad Hutchins
Subject: RE: Sadie's/Lobos Contract
Attachments: Sadies of NM Contract Final.pdf; Sadies of NM Contract Final.doc; 14-15 Sadie's 9-9 (no concessions stand).pdf

Pat,

Yes sir you should have received separate emails with each document you requested. However here is an email with all of the documents requested.

Will this work?

Kyle James
Lobo Sports Properties
505-925-5511

From: Patrick Romo [mailto:[\[REDACTED\]@gmail.com](#)]
Sent: Thursday, October 23, 2014 3:01 PM
To: Kyle James
Cc: 'Brad Hutchins'
Subject: RE: Sadie's/Lobos Contract

So my assumption is I should receive two separate e-mails with different document, Proposed agreement and the PowerPoint presentation. If I am correct, I will wait for it.

Pat

From: Kyle James [<mailto:kjames@lobosportsproperties.com>]
Sent: Thursday, October 23, 2014 2:58 PM
To: Patrick Romo
Cc: Brad Hutchins
Subject: Re: Sadie's/Lobos Contract

Just sent it to you.

Kyle James
General Manager
Lobo Sports Properties
575-202-4675

On Oct 23, 2014, at 2:57 PM, "Patrick Romo" <[\[REDACTED\]@gmail.com](#)> wrote:

Kyle,

I need the PowerPoint presentation, Can you forward it on to me?

Pat

From: Kyle James [<mailto:kjames@lobosportsproperties.com>]

Sent: Thursday, October 23, 2014 2:40 PM

To: [REDACTED]@gmail.com

Cc: Brad Hutchins

Subject: Sadie's/Lobos Contract

Pat,

Thanks for taking the time to work this out with Brad and here is the attached contract. We look forward to wrapping this up and let us know if you have any questions.

Talk soon!

Kyle James
General Manager

Lobo Sports Properties

UNM South Campus

1414 University SE

Albuquerque, NM 87131

505-925-5511 (Phone)

505-925-5609 (Fax)

575-202-4675 (Cell)

www.learfieldsports.com

<image001.jpg>

A property of Learfield Sports



MARKETING & SPONSORSHIP AGREEMENT

THIS MARKETING AND SPONSORSHIP AGREEMENT (“Agreement”) is made and entered on the 23rd day of October, 2014 between **Sadie's of New Mexico** (“Sponsor”) and LOBO SPORTS PROPERTIES, LLC, a Missouri limited liability company qualified to do business in the State of New Mexico (“Provider”).

BACKGROUND

- A. Provider holds the exclusive marketing and sponsorship rights for University of New Mexico (“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 November 1, 2014 to June 30, 2033 (the “Term”): Every option year Sadie's will have the option to opt out of agreement and must notify Lobo Sports Properties by March 1st of that year. (Option years listed in Exhibit A)

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

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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 or any breach of this Agreement.*



8. **Qualified Sponsorship.** Sponsor agrees that any Benefits provided to or used by Sponsor under this Agreement will adhere to the limitations appertaining to "qualified sponsorships" as defined in Internal Revenue Code section 513(i) and Treasury Regulation 1.513-4. For purposes of this definition, qualified sponsorships are limited to those instances when the Sponsor receives no substantial return benefit from the arrangement other than the use or acknowledgement of the name or logo (or product lines) of the Sponsor. Use or acknowledgement in a qualified sponsorship may include: a) logos and slogans that do not contain qualitative or comparative descriptions of the Sponsor's products, services, facilities or name; b) list of Sponsor's locations, telephone numbers, or internet address; and c) logos or slogans that contain qualitative or comparative language that are an established part of the Sponsor's identity. Advertising containing qualitative or comparative language, calls to action, or otherwise an endorsement of the Sponsor's products is not included in this definition of a qualified sponsorship.

9. **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) with a copy mailed by certified mail, return receipt requested, (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addressees set forth on the signature page below (or to such other addresses as a signatory may designate by notice to the other signatories) or (d) when received by the address, if sent by e-mail to the appropriate e-mail address of the address. 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. 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:

**Pat Romo or Jim Garcia
Sadie's of New Mexico**

BY:

Pat Romo or Jim Garcia

**LOBO SPORTS PROPERTIES, LLC
1414 UNIVERSITY BLVD SE
ALBUQUERQUE, NM 87131**

BY:

Kyle James
General Manager



EXHIBIT A

TO MARKETING & SPONSORSHIP AGREEMENT BETWEEN SADIE'S OF NEW MEXICO AND LOBO SPORTS PROPERTIES, LLC

2014 – 2015 BENEFITS

I. Official Salsa of the UNM Lobos

- Sadie's of New Mexico will have the selling rights to co-branded products (For Example: Salsa; Red and Green Chile)
- Co-Branded Products must be officially licensed through CLC

II. Community Events – Sampling Opportunities

- Sadie's of New Mexico will have three (3) "Day at the Game" events during each men's and women's basketball season for each year of the agreement
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 - ii. One (1) "Sadie's of New Mexico Chile Roasting" pregame event at the Pit. Display area and details of the event will be mutually agreed upon by Sadie's of New Mexico and UNM Athletics
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III. Digital – Social Media

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- Co-branding and giveaway opportunities included
- Ex: Promotion of Sadie's of New Mexico sampling days; meal deals at Sadie's of New Mexico locations; Sadie's of New Mexico merchandise; promotional offers to fans "wear Lobo red and receive discount."

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- Sadie's of New Mexico will have the unique opportunity to have special offers and discounts for Lobo fans during basketball season.
- Ex: For each "Sadie's of New Mexico Lobo meal" purchased, customer will be entered to win a Lobo Men's basketball VIP experience. VIP Experience prize to include:
 - i. Dinner for two (2) at Sadie's of New Mexico
 - ii. Two (2) men's basketball tickets to the game
 - iii. Pregame VIP tour of the Pit
 - iv. Commemorative photo of the game day experience
 - v. Promotion will be implemented and executed at up to four (4) mutually agreed upon home games



V. Concessions

- Sadie's of New Mexico will work with UNM Athletics concessionaire to ensure concessionaire purchases Sadie's of New Mexico products to be used in all UNM Athletics concessions and catering services
 - i. The following Sadie's of New Mexico products will be purchased: Green Chile; Red Chile; Salsa
- Pricing must be mutually agreed upon between concessionaire and Sadie's of New Mexico and must be competitive

VI. Radio – Local Broadcast 770 KKOB-AM

- Sadie's of New Mexico will receive two (2) :30 radio spots during each men's basketball local broadcast
- Sadie's of New Mexico will receive two (2) :30 radio spots during each women's basketball game broadcast on 610 KNML-AM
- Additional games/broadcasts will be invoiced at the conclusion of the football and basketball season respectively. Sponsorship investment includes 12 regular season football and 29 regular season basketball broadcasts. If network broadcasts additional games (beyond 29 for basketball) the sponsorship will continue for those games at the regular season rate (\$797/Men's Basketball Game, \$550 Women's Basketball Game). Additional games/broadcasts will be invoiced at the conclusion of each (football and basketball) season. Post season radio will increase 5% annually each fiscal year

VII. In-Venue Engagement- Sadie's of New Mexico "Salsa Cam"

- Sadie's of New Mexico will have the opportunity to engage fans inside University Arena, The Pit during each men's and women's basketball home games. Specific elements include:
 - One (1) video board feature during each men's home basketball game
 - One (1) video board feature during each women's home basketball game
 - Complete ownership of all LED technology in the Pit during the promotion, Moment of exclusivity (MOE) to include: Courtside LED; Video board; and Ribbon board displays
 - One (1) winner will be selected during the promotion each night to win a prize from Sadie's of New Mexico (for example: gift card; free dinner; etc)

VIII. Logo Rights

- Sadie's of New Mexico name will have the unique opportunity to have special offers and discounts to Lobo fans. This can be incorporated into any of the assets in the terms of this agreement
- Sadie's of New Mexico will have the rights to utilize the official Lobo "Shield" logo
- All co-branded items must be approved by the University of New Mexico
- "All items utilizing registered trademarks and verbiage, or any references or intellectual property of the University must be produced by an officially licensed CLC vendor and unless authorized by the University, will be royalty bearing. Additionally, artwork, designs, and products must be approved by the University."



2015 – 2033 BENEFITS

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- UNM Athletics will utilize Social Media to promote all Sadie's of New Mexico "Day at the Game" and "Roasting" events
- **Beginning in 2015-2016 for football (3) Chile Roasting/Display opportunities to engage fans**

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- For example: Promotion of Sadie's of New Mexico sampling days; meal deals at Sadie's of New Mexico locations; Sadie's of New Mexico merchandise; promotional offers to fans 'wear Lobo red and receive discount.'
- **Beginning in 2015-2016 for football digital/social media the same benefits described above**

XII. Retail Promotion

- Sadie's of New Mexico will have the unique opportunity to have special offers and discounts to Lobo fans at basketball.
- Ex: For each "Sadie's of New Mexico Lobo meal" purchased, customer will be entered to win a Lobo Men's basketball VIP experience. VIP Experience prize to include:
 - i. Dinner for two (2) at Sadie's of New Mexico
 - ii. Two (2) men's basketball tickets to the game
 - iii. Pregame VIP tour of the Pit
 - iv. Commemorative photo of the game day experience
 - v. Promotion will be implemented and executed at up to four (4) mutually agreed upon home games
- **Beginning in 2015-2016, Sadie's of New Mexico will have the unique opportunity to have special offers and discounts to Lobo fans during football.**
- Ex: For each "Sadie's of New Mexico Lobo meal" purchased, customer will be entered to win a Lobo football VIP experience. VIP Experience prize to include:
 - i. The use of Two (2) field level suites during the season (total of 100 tickets)
 - ii. Pregame sideline passes to the game
 - iii. Commemorative photo of the game day experience
 - iv. Promotion will be implemented and executed at up to two (2) mutually agreed upon home games



XIII. Concessions

- Sadie's of New Mexico will work with UNM Athletics concessionaire to ensure concessionaire purchases Sadie's of New Mexico products to be used in all UNM Athletics concessions and catering services
 - i. The following Sadie's of New Mexico products will be purchased: Green Chile; Red Chile; Salsa
- Pricing must be mutually agreed upon between concessionaire and Sadie's of New Mexico and must be competitive
- **Beginning in 2015-2016 Sadie's of New Mexico will have the same benefits as described above for football**

XIV. Radio - Local Broadcast

- Sadie's of New Mexico will receive two (2) :30 radio spots during each men's basketball local broadcast
- Sadie's of New Mexico will receive two (2) :30 radio spots during each women's basketball game broadcast on 610 KNML-AM
- **Beginning in 2015-2016, Sadie's of New Mexico will receive two (2) :30 spots during each football game**
- Additional games/broadcasts will be invoiced at the conclusion of the football and basketball season respectively. Sponsorship investment includes 12 regular season football and 29 regular season basketball broadcasts. If network broadcasts additional games (beyond 12 for football and 29 for basketball) the sponsorship will continue for those games at the regular season rate (\$2,062/Football game, \$797/Men's Basketball Game, \$550/Women's Game). Additional games/broadcasts will be invoiced at the conclusion of each (football and basketball) season. Post season radio will increase 5% annually each fiscal year.

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 - One (1) video board feature during each men's home basketball game
 - One (1) video board feature during each women's home basketball game
 - Complete ownership of all LED technology in the Pit during the promotion, Moment of exclusivity to include: Courtside LED; Video board; and Ribbon board
 - One (1) winner will be selected during the promotion each night to win a prize from Sadie's of New Mexico (for example: gift card; free dinner; etc)
- **Beginning in 2015-2016, Sadie's of New Mexico will receive One (1) video board football feature with the "Sadie's of New Mexico Salsa Cam"**
 - i. Video board Logo included
 - ii. One (1) winner will be selected during the promotion each night to win a prize from Sadie's of New Mexico (for example: gift card; free dinner; etc)

XVI. Logo Rights

- Sadie's of New Mexico will have the unique opportunity to have special offers and discounts to Lobo fans. This can be incorporated into any of the assets in the terms of this agreement
- Sadie's of New Mexico will have the rights to utilize the official Lobo Corporate Partner "Shield" logo
- All co-branded items must be approved by the University of New Mexico
- "All items utilizing registered trademarks and verbiage, or any references or intellectual property of the University must be produced by an officially licensed CLC vendor and unless authorized by the University, will be royalty bearing. Additionally, artwork, designs, and products must be approved by the University."



INVESTMENT:

\$50,000 Net (2014-2015) (To be split into equal monthly payments from Dec.-May)

\$75,000 Net (2015-2016) (To be split into equal monthly payments from August – May)

\$75,000 Net (2016-2017)

\$75,000 Net (2017-2018) Option year (March 1st, 2018)

\$77,000 Net (2018-2019) (To be split into equal monthly payments from August – May)

\$77,000 Net (2019-2020)

\$77,000 Net (2020-2021) Option year (March 1st, 2021)

\$79,000 Net (2021-2022) (To be split into equal monthly payments from August – May)

\$79,000 Net (2022-2023)

\$79,000 Net (2023-2024) Option year (March 1st, 2024)

\$81,000 Net (2024-2025) (To be split into equal monthly payments from August – May)

\$81,000 Net (2025-2026)

\$81,000 Net (2026-2027) Option year (March 1st, 2027)

\$83,000 Net (2027-2028) (To be split into equal monthly payments from August – May)

\$83,000 Net (2028-2029)

\$83,000 Net (2029-2030) Option year (March 1st, 2030)

\$85,000 Net (2030-2031) (To be split into equal monthly payments from August – May)

\$85,000 Net (2031-2032)

\$85,000 Net (2032-2033) Option year (March 1st, 2033)



MARKETING & SPONSORSHIP AGREEMENT

THIS MARKETING AND SPONSORSHIP AGREEMENT (“Agreement”) is made and entered on the 23rd day of October, 2014 between **Sadie’s of New Mexico (“Sponsor”)** and LOBO SPORTS PROPERTIES, LLC, a Missouri limited liability company qualified to do business in the State of New Mexico (“Provider”).

BACKGROUND

- A. Provider holds the exclusive marketing and sponsorship rights for University of New Mexico (“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 November 1, 2014 to June 30, 2033 (the “Term”): Every option year Sadie’s will have the option to opt out of agreement and must notify Lobo Sports Properties by March 1st of that year. (Option years listed in Exhibit A)

Neither Party shall have any of the rights set forth in this Agreement after its expiration except for obligations which by this 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 (the “Benefits”).
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:	2014-2015	\$50,000 net per year
	2015-2016	\$75,000 net per year
	2016-2017	\$75,000 net per year
	2017-2018	\$75,000 net per year

(See pg. 6 (Exhibit A for years 2017 – 2033)

<u>Athletic Year 2014-2015,</u>	<u>Total Payment</u> Paid as Follows:
\$7,142.85 Net Due November 2014	\$7,142.85 Net Due March 2015
\$7,142.85 Net Due December 2014	\$7,142.85 Net Due April 2015
\$7,142.85 Net Due January 2015	\$7,142.90 Net Due May 2015
\$7,142.85 Net Due February 2015	

<u>Athletic Year 2015-2016,</u>	<u>Total Payment</u> Paid as Follows:
\$7,500 Net Due August 2015	\$7,500 Net Due January 2016
\$7,500 Net Due September 2015	\$7,500 Net Due February 2016
\$7,500 Net Due October 2015	\$7,500 Net Due March 2016
\$7,500 Net Due November 2015	\$7,500 Net Due April 2016
\$7,500 Net Due December 2015	\$7,142.90 Net Due May 2016



Athletic Year 2016-2017,

\$7,500 Net Due August 2016	<u>Total Payment</u> Paid as Follows:
\$7,500 Net Due September 2016	\$7,500 Net Due January 2017
\$7,500 Net Due October 2016	\$7,500 Net Due February 2017
\$7,500 Net Due November 2016	\$7,500 Net Due March 2017
\$7,500 Net Due December 2016	\$7,500 Net Due April 2017
	\$7,142.90 Net Due May 2017

Athletic Year 2017-2018,

\$7,500 Net Due August 2017	<u>Total Payment</u> Paid as Follows:
\$7,500 Net Due September 2017	\$7,500 Net Due January 2018
\$7,500 Net Due October 2017	\$7,500 Net Due February 2018
\$7,500 Net Due November 2017	\$7,500 Net Due March 2018
\$7,500 Net Due December 2017	\$7,500 Net Due April 2018
	\$7,142.90 Net Due May 2018

4. **Post-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. Sponsorship investment includes 12 regular season football and 29 regular season basketball broadcasts. If network broadcasts additional games (beyond 12 for football and 29 for basketball) the sponsorship will continue for those games at the regular season rate (\$2,062/Football game, \$797/Men's Basketball Game, Women's Basketball \$550 Game). Additional games/broadcasts will be invoiced at the conclusion of each (football and basketball) season. Post season radio will increase 5% annually each fiscal year.
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.
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 or any breach of this Agreement.*



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Sadie's of New Mexico**

BY:

Pat Romo or Jim Garcia

**LOBO SPORTS PROPERTIES, LLC
1414 UNIVERSITY BLVD SE
ALBUQUERQUE, NM 87131**

BY:

Kyle James
General Manager



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- Sadie's of New Mexico will have the unique opportunity to have special offers and discounts to Lobo fans at basketball.
- Ex: For each "Sadie's of New Mexico Lobo meal" purchased, customer will be entered to win a Lobo Men's basketball VIP experience. VIP Experience prize to include:
 - i. Dinner for two (2) at Sadie's of New Mexico
 - ii. Two (2) men's basketball tickets to the game
 - iii. Pregame VIP tour of the Pit
 - iv. Commemorative photo of the game day experience
 - v. Promotion will be implemented and executed at up to four (4) mutually agreed upon home games
- **Beginning in 2015-2016, Sadie's of New Mexico will have the unique opportunity to have special offers and discounts to Lobo fans during football.**
- Ex: For each "Sadie's of New Mexico Lobo meal" purchased, customer will be entered to win a Lobo football VIP experience. VIP Experience prize to include:
 - i. The use of Two (2) field level suites during the season (total of 100 tickets)
 - ii. Pregame sideline passes to the game
 - iii. Commemorative photo of the game day experience
 - iv. Promotion will be implemented and executed at up to two (2) mutually agreed upon home games



XIII. Concessions

- Sadie's of New Mexico will work with UNM Athletics concessionaire to ensure concessionaire purchases Sadie's of New Mexico products to be used in all UNM Athletics concessions and catering services
 - i. The following Sadie's of New Mexico products will be purchased: Green Chile; Red Chile; Salsa
- Pricing must be mutually agreed upon between concessionaire and Sadie's of New Mexico and must be competitive
- **Beginning in 2015-2016 Sadie's of New Mexico will have the same benefits as described above for football**

XIV. Radio - Local Broadcast

- Sadie's of New Mexico will receive two (2) :30 radio spots during each men's basketball local broadcast
- Sadie's of New Mexico will receive two (2) :30 radio spots during each women's basketball game broadcast on 610 KNML-AM
- **Beginning in 2015-2016, Sadie's of New Mexico will receive two (2) :30 spots during each football game**
- Additional games/broadcasts will be invoiced at the conclusion of the football and basketball season respectively. Sponsorship investment includes 12 regular season football and 29 regular season basketball broadcasts. If network broadcasts additional games (beyond 12 for football and 29 for basketball) the sponsorship will continue for those games at the regular season rate (\$2,062/Football game, \$797/Men's Basketball Game, \$550/Women's Game). Additional games/broadcasts will be invoiced at the conclusion of each (football and basketball) season. Post season radio will increase 5% annually each fiscal year.

XV. In-Venue Engagement- Sadie's of New Mexico "Salsa Cam"

- Sadie's of New Mexico will have the opportunity to engage fans inside University Arena, The Pit during each men's and women's basketball home games. Specific elements include:
 - One (1) video board feature during each men's home basketball game
 - One (1) video board feature during each women's home basketball game
 - Complete ownership of all LED technology in the Pit during the promotion, Moment of exclusivity to include: Courtside LED; Video board; and Ribbon board
 - One (1) winner will be selected during the promotion each night to win a prize from Sadie's of New Mexico (for example: gift card; free dinner; etc)
- **Beginning in 2015-2016, Sadie's of New Mexico will receive One (1) video board football feature with the "Sadie's of New Mexico Salsa Cam"**
 - i. Video board Logo included
 - ii. One (1) winner will be selected during the promotion each night to win a prize from Sadie's of New Mexico (for example: gift card; free dinner; etc)

XVI. Logo Rights

- Sadie's of New Mexico will have the unique opportunity to have special offers and discounts to Lobo fans. This can be incorporated into any of the assets in the terms of this agreement
- Sadie's of New Mexico will have the rights to utilize the official Lobo Corporate Partner "Shield" logo
- All co-branded items must be approved by the University of New Mexico
- "All items utilizing registered trademarks and verbiage, or any references or intellectual property of the University must be produced by an officially licensed CLC vendor and unless authorized by the University, will be royalty bearing. Additionally, artwork, designs, and products must be approved by the University."



INVESTMENT:

\$50,000 Net (2014-2015) (To be split into equal monthly payments from Dec.-May)

\$75,000 Net (2015-2016) (To be split into equal monthly payments from August – May)

\$75,000 Net (2016-2017)

\$75,000 Net (2017-2018) Option year (March 1st, 2018)

\$77,000 Net (2018-2019) (To be split into equal monthly payments from August – May)

\$77,000 Net (2019-2020)

\$77,000 Net (2020-2021) Option year (March 1st, 2021)

\$79,000 Net (2021-2022) (To be split into equal monthly payments from August – May)

\$79,000 Net (2022-2023)

\$79,000 Net (2023-2024) Option year (March 1st, 2024)

\$81,000 Net (2024-2025) (To be split into equal monthly payments from August – May)

\$81,000 Net (2025-2026)

\$81,000 Net (2026-2027) Option year (March 1st, 2027)

\$83,000 Net (2027-2028) (To be split into equal monthly payments from August – May)

\$83,000 Net (2028-2029)

\$83,000 Net (2029-2030) Option year (March 1st, 2030)

\$85,000 Net (2030-2031) (To be split into equal monthly payments from August – May)

\$85,000 Net (2031-2032)

\$85,000 Net (2032-2033) Option year (March 1st, 2033)



LOBO SPORTS PROPERTIES | SADIE'S

SEPTEMBER 2014

LEARFIELD
SPORTS 



RESEARCH **NEW MEXICO**

OVER 95,000 ALUMNI IN NEW MEXICO!

NEW MEXICO FACTS:

- Men's Basketball has won 4 Mountain West Conference Championships in the past 5 years!
- "What a terrific atmosphere for college basketball. Great building...great history...15,000 screaming fans. It's big time hoops, baby!" - **Dick Vitale** ESPN talking about The Pit
- Lobo athletics receives over 6.8 million page views annually!
- The Lobos reaches over 85,000 fans through social media!
- Over 34,000 students are currently attending classes at New Mexico University!
- Lobo sports are broadcasted on 19 radio affiliates across the New Mexico!





DEMOS LOBO FANS

REACH YOUR BEST CUSTOMERS & PROSPECTS

DEMOS OF LOBO FANS:

Gender:

42% Female
58% Male

Age:

10% Age 18-24
12% Age 25-34
13% Age 35-44
25% Age 45-54
20% Age 55-64
19% Age 65+

Race:

84% White
1% African Am.
2% Asian
14% Hispanic

Income:

17% \$100K+
16% \$75 - \$99K
19% \$50 - \$74K
48% \$0 - \$49K

Education:

13% College Grad
67% HS Grad/Some
College

Married:

60% Married

Home Owner:

80% own their residence

Please note: A fan is an adult 18+ who has watched, listened or attended a game in the past 12 months

REACH AN AFFLUENT FAN BASE:

Lobo Fans are:

- 10% more likely to be married!
- 19% more likely to be male!
- 61% more likely to have income of \$100K or more!





DEMOS LOBO LISTENERS

REACH YOUR BEST CUSTOMERS & PROSPECTS

DEMOS OF LOBO LISTENERS:

Gender:

22% Female
78% Male

Age:

16% Age 18-24
7% Age 25-34
17% Age 35-44
23% Age 45-54
24% Age 55-64
13% Age 65+

Race:

90% White
10% Hispanic

Income:

27% \$100K+
18% \$75 - \$99K
23% \$50 - \$74K
32% \$0 - \$49K

Education:

12% College Grad
63% HS Grad/Some College

Married:

60% Married

Home Owner:

78% own their residence

Please note: A fan is an adult 18+ who has watched, listened or attended a game in the past 12 months

REACH AN AFFLUENT FAN BASE:

Lobo Listeners are:

- 8% more likely to be homeowners!
- 11% more likely to be married!
- 2 times more likely to have income of \$100K or more!





DEMOS LOBO ATTENDEES

REACH YOUR BEST CUSTOMERS & PROSPECTS

DEMOS OF LOBO ATTENDEES:

Gender:

44% Female
56% Male

Age:

11% Age 18-24
13% Age 25-34
15% Age 35-44
22% Age 45-54
26% Age 55-64
13% Age 65+

Race:

84% White
1% African Am.
1% Asian
14% Hispanic

Income:

21% \$100K+
14% \$75 - \$99K
24% \$50 - \$74K
41% \$0 - \$49K

Education:

16% College Grad
61% HS Grad/Some
College

Married:

56% Married

Home Owner:

83% own their residence

Please note: A fan is an adult 18+ who has watched, listened or attended a game in the past 12 months

REACH AN AFFLUENT FAN BASE:

Lobo Attendees are:

- 14% more likely to be a homeowners!
- 97% more likely to have income of \$100K or more!
- 21% more likely to be college educated!





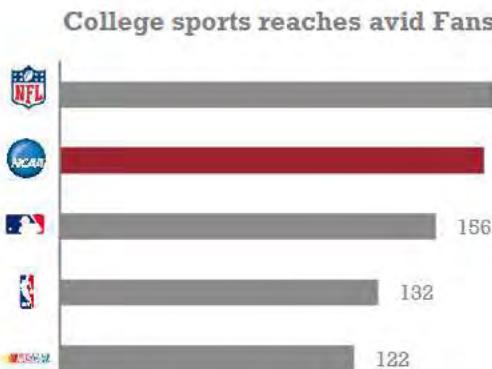
WHY COLLEGE SPORTS? FANS SUPPORT SCHOOLS & SPONSORS

College sports fans are loyal and passionate. Whether it's another sold out Penn State football game, the electric atmosphere of a Tar Heel basketball game or the excitement of Alfond Arena during a Maine Black Bear hockey game, college sports provides the drama, excitement and intimacy unmatched by other events. Even casual fans fiercely support their teams, universities and sponsors.

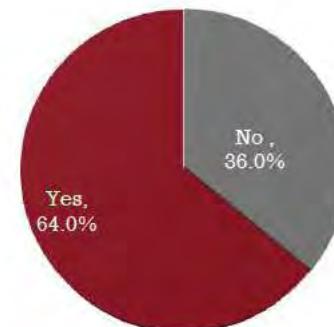
Advantages of College Sports

- College football fan avidity has increased more than 37% from 2001-2009
- Effectively reaches local, state, regional and national audiences
- Partnerships allow sponsors to tap into rich traditions and tie their brand to these storied programs
- College sports are not subject to lockouts or strikes
- Year-round activation opportunities
- More cost effective than pro sports
- Nearly as many women are college sports fans as are NFL fan

Americans are Interested in College Sports



College sports fans buy from sponsors



*Millions of Fans

*consider switching buying habits to support a sponsor



REACH AN AFFLUENT FAN BASE:

College Sports Fans are:

- 20% more likely to have income of \$100K or more!
- 20% more likely to be college educated!
- 9% more likely to own a home!

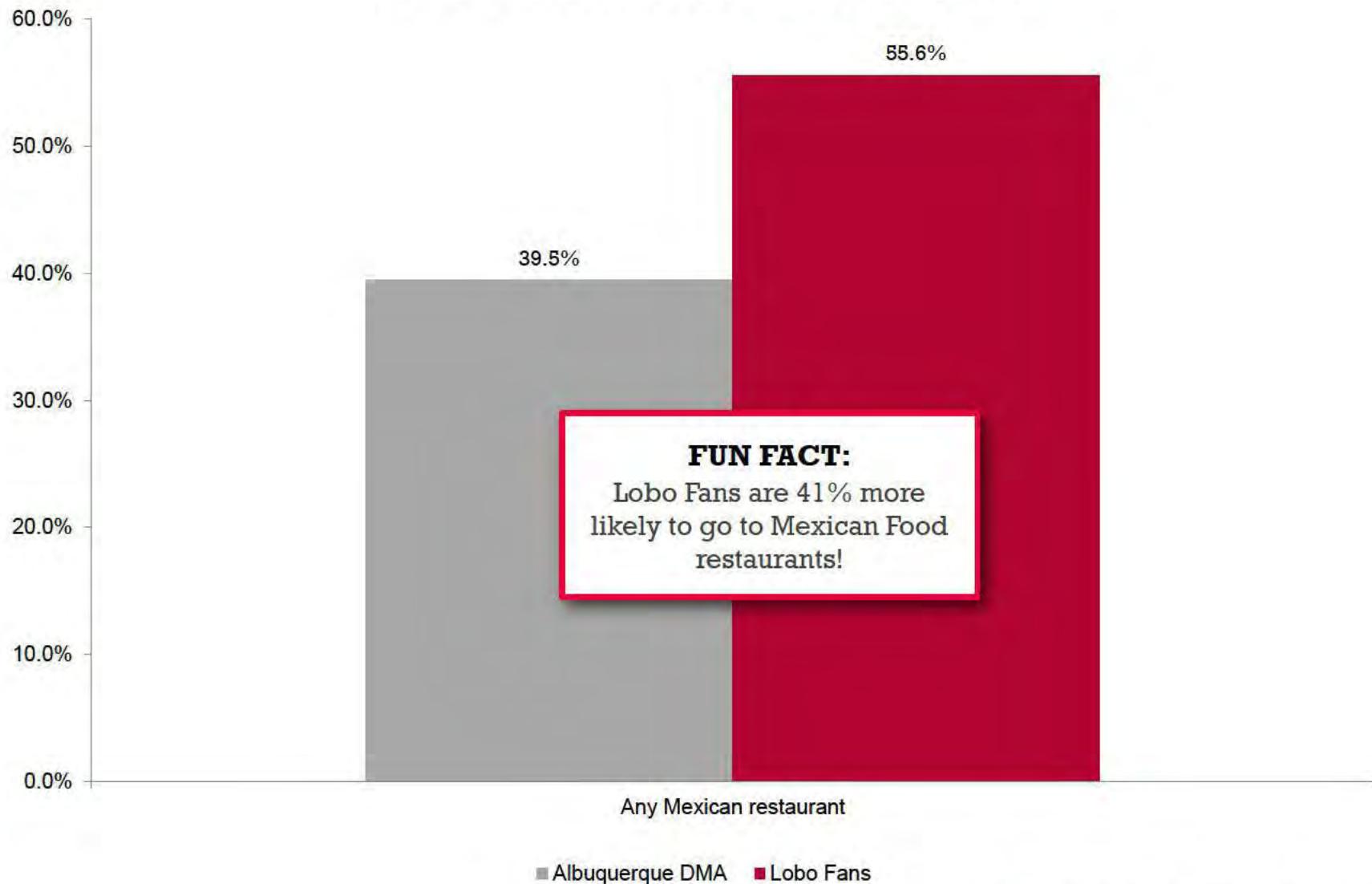
Sources: SportsBusiness Journal; 2013
Sports Property Index, 2013
Scarborough Research, 2012
ESPN/TNS Sports Poll
Learfield Sports Research Study, 2012



RESEARCH MEXICAN FOOD

OVER 240K LOBO FANS HAVE BEEN TO A MEXICAN FOOD RESTAURANTS IN THE PAST 30 DAYS!

TYPE OF RESTURANTS USED IN THE PAST 30 DAYS

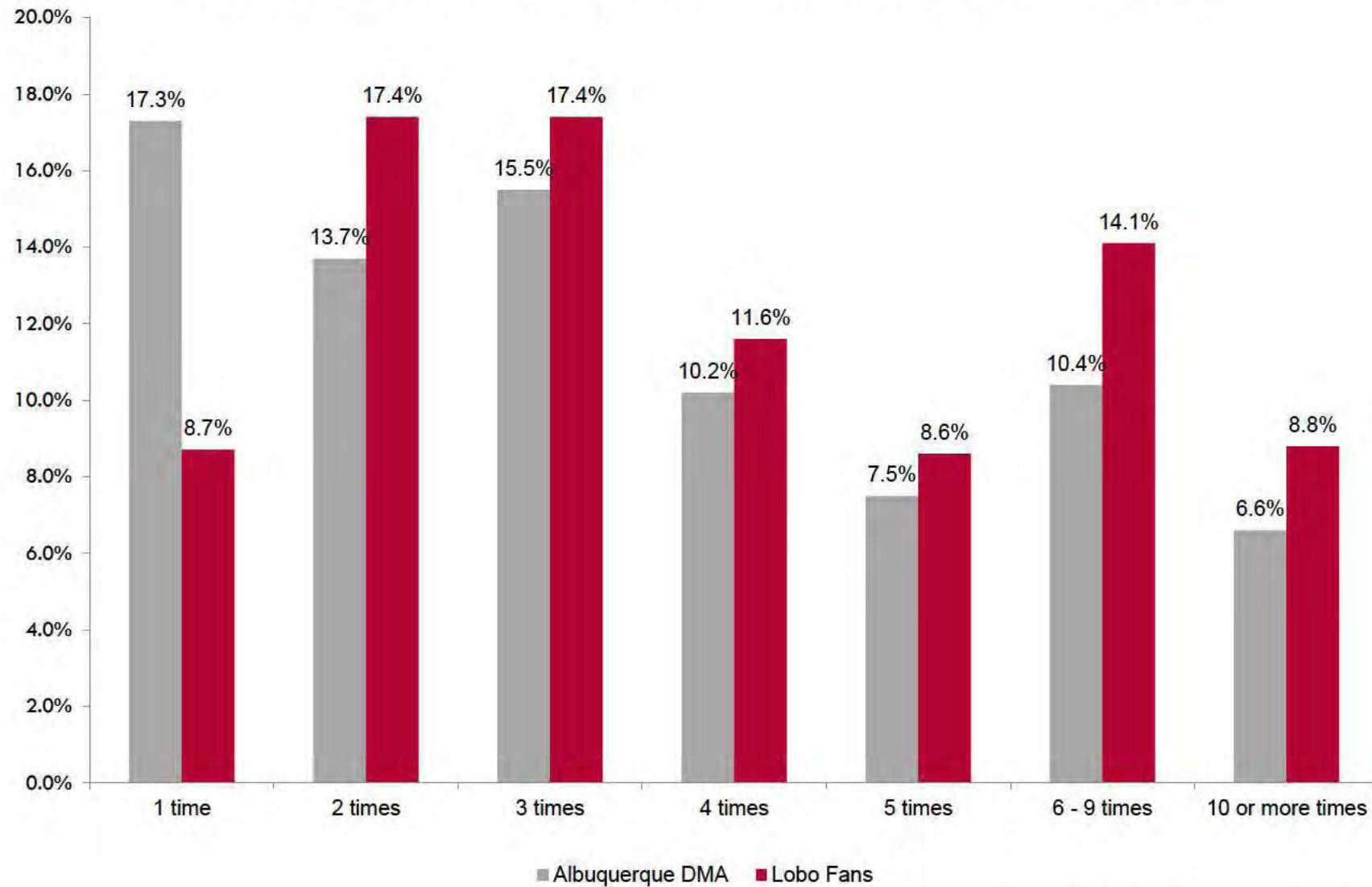




RESEARCH SIT-DOWN FREQUENCY

LOBO FANS GO TO SIT-DOWN RESTAURANTS MORE OFTEN!

NO. OF TIMES HAVE BEEN TO A SIT-DOWN RESTAURANT IN THE PAST 30 DAYS



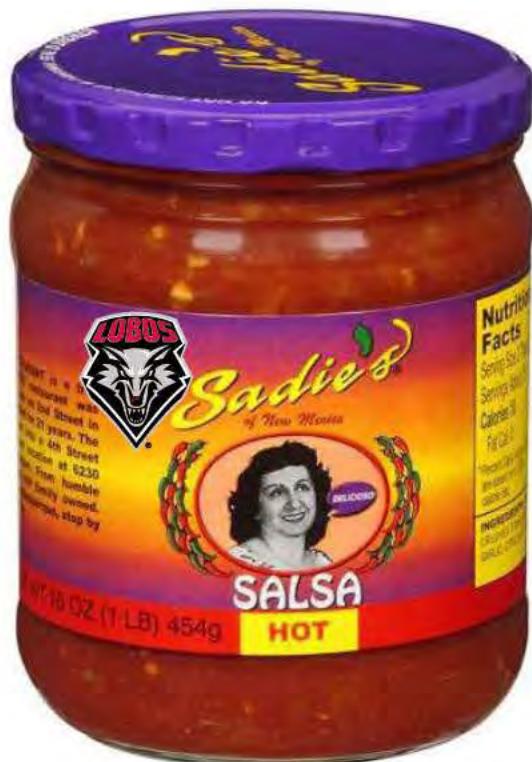


INVENTORY ITEM PRODUCT SALES



Sadie's will receive during the terms of this sponsorship agreement:

- Opportunity to sell and distribute co-branded products
 - For example: Salsa; Red and Green Chile
- Co-branded products will be officially licensed through CLC





INVENTORY ITEM

COMMUNITY EVENTS / SAMPLE OPPORTUNITY



Sadie's will receive Three (3) "Day at the Game" events for men's basketball and Three (3) "Day at the Game" events for women's basketball. In 2015-2016 Sadie's will receive Two (2) Tailgate Chile Roasting events.

The following benefits will be included:

- Opportunity to hold up to three (3) sampling displays in the club level and designated area on main concourse of University Arena, The Pit
- Opportunity to execute one (1) "Sadie's Chile Roasting" pre-game event at The Pit. Display area and details of event to be mutually agreed upon by Sadie's and UNM Athletics
- In 2015-2016, Sadie's will receive two (2) "Day at the Game" chile roasting events in a Tailgate lot prior to a Lobo football game.
- UNM Athletics will promote utilizing Social Media





INVENTORY ITEM **SOCIAL MEDIA**



Sadie's will receive the following promotion on the Official Facebook page of Lobo Athletics:

- Yearlong social media presence on the official Facebook page of Lobo Athletics
- Co-branding and giveaway opportunities included
- Specific details of promotions to be mutually agreed upon by Lobo Sports Properties and Sadie's. For example: Promoting Sadie's sampling Days, Meal deal at Sadie's location, Sadie's Merchandise, licensed Lobo merchandise, messages to fans: "Wear Red receive discounts"





INVENTORY ITEM RETAIL PROMOTION



- Opportunity to offer a “Sadie's Lobo Meal” special at Sadie's locations.
 - For each “Sadie's Lobo Meal” purchase, guest will be entered in to win a Lobo Men's basketball VIP experience.
 - All guests who purchase the “Sadie's Lobo meal” will be entered into a VIP Experience Promotion. Elements will include:
 - Dinner for two at Sadie's
 - Two tickets to a Lobo men's basketball game
 - Pre Game Tour of the Pit
 - Commemorative Photo of game day experience
 - 4 Mutually Agreed Upon Games
- In 2015-2016, the “Sadie's Lobo Meal” promotion during football will allow guests to be entered to win a VIP Field Level Suite experience
 - Two (2) Field Level Suite Tickets
 - Two (2) Pre Game Sideline Passes
 - Commemorative Photo of the game day experience





INVENTORY ITEM SODEXO

Sadie's will receive during the terms of this sponsorship agreement:

- Sodexo will purchase the following Sadie's products
 - Green Chile
 - Red Chile
 - Salsa
- In addition, the above items will be incorporated into other Sodexo menu items (Pricing to be mutually agreed upon by Sodexo and Sadie's)





INVENTORY ITEM

IN-GAME FEATURE – SADIE'S SALSA CAM



Sadie's will receive the following videoboard feature at all men's and women's basketball games:

- One (1) in game videoboard feature per game for BOTH men's and women's basketball.
- Complete ownership of all LED technology in the Pit during the promotion Moment of Exclusivity to include: Courtside LED, Videoboard, and Ribbon Board.
- One (1) winner will be selected during the promotion to win a prize from Sadie's (for example: gift card; free dinner; etc)
- In 2015=2016, Sadie's will receive One (1) videoboard feature (Sadie's Salsa Cam) at all home Lobo football games.



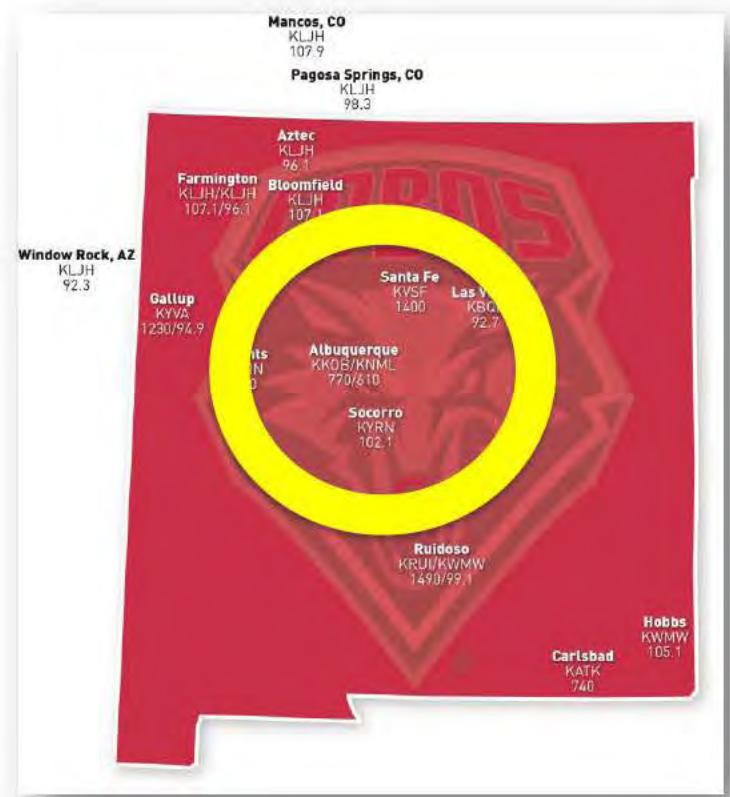
www.SalsaCrazy.com



**INVENTORY ITEM
RADIO-FOOTBALL**

Sadie's will receive the following elements on the Lobo Football Radio Local Broadcasts:

- Two (2) :30 second radio spots per game on 770 KKOB-AM
- Total of twenty four (24) radio spots for the season





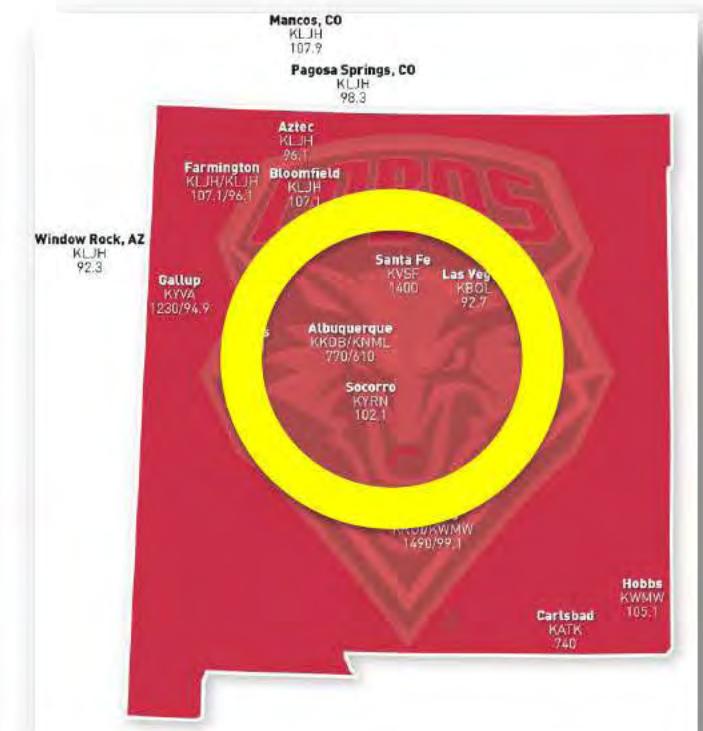
INVENTORY ITEM BASKETBALL RADIO

Sadie's will receive the following elements on the Lobo Basketball Radio Local Broadcasts for both men's and women's basketball:

- Two (2) :30 spots during each Men's games on 770 KKOB-AM
 - Total of fifty eight (58) :30 sec spots for the season
- Two (2) :30 spots during each Women's games on 610 KNML AM
 - Total of fifty eight (58) :30 sec spots for the season



Sadie's
of New Mexico





INVENTORY ITEM **LOGO RIGHTS**



Sadie's will receive usage of the official Lobo "Shield" logo, the following is included:

- Use of official Lobo "Shield" Logo
- Co-branded merchandise including but not limited to: t-shirts, hats, cozies, cooler bags, etc. – All merchandise uses must be approved by the University
- Co-branded Advertising including but not limited to TV, Radio, Print, and Digital





SUMMARY & INVESTMENT

CONCESSION & PREMIUM AREA SALSA PARTNER

- Official Salsa provider
- Co-Branding Products
- Sodexo will purchase Sadie's products

COMMUNITY EVENTS/ SAMPLE OPPERTUNITY

- Game day sample opportunities
- Discount ticket offer
- Retail promotion

VIDEOBOARD FEATURE/ SALSA CAM

- Football 2015-2016
- Men's and Women's Basketball

RADIO

- Football
- Men's Basketball
- Women's Basketball



INVESTMENT LEVEL

2014-2015

\$75,000 net per year

2015-2016

\$77,000 net per year

THANK YOU

SADIE'S 2014 PROPOSAL
PRESENTED BY: KYLE JAMES



From: Jared Schmit
Sent: Wednesday, November 5, 2014 5:15 PM
To: Kyle James;John Benavidez
CC: Ryan Berryman
Subject: RE: Student Marketing Event at Basketball Exhibitions
Attachments: 14-15 Student Marketing Event.pdf

John,

[REDACTED]

[REDACTED]

Thanks,

Jared Schmit
Sponsorship Coordinator
Lobo Sports Properties
UNM South Campus
1414 University SE
Albuquerque, NM 87131
505-925-5654 (Phone)
406-580-1095 (Cell)
www.learfieldsports.com

[REDACTED]

A property of Learfield Sports

From: Kyle James
Sent: Tuesday, November 04, 2014 10:29 PM
To: John Benavidez
Cc: Ryan Berryman; Jared Schmit
Subject: Re: Student Marketing Event at Basketball Exhibitions

John,

[REDACTED]

[REDACTED]

[REDACTED].

Talk soon,

Kyle James
General Manager
Lobo Sports Properties
575-202-4675

On Nov 4, 2014, at 10:25 PM, "John Benavidez" <jdb@unm.edu> wrote:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Regards,

John Benavidez
Principal Lecturer in Marketing
UNM Anderson School of Management

On Nov 3, 2014, at 12:18 PM, Ryan Berryman <rdb8@unm.edu>
wrote:

Brad,

[REDACTED]

Best,

Ryan Berryman
rdb8@unm.edu
505-269-0345

From: Brad Hutchins
Sent: Monday, November 03, 2014 8:31 AM
To: Ryan Berryman
Cc: Kyle James
Subject: Re: Student Marketing Event at Basketball Exhibitions

Ryan-

[REDACTED]

Go Lobos!

Brad D. Hutchins
Senior Associate AD, Marketing & Revenue
The University of New Mexico Lobos
(O) 505-925-5606
(C) 505-249-5889
Twitter: @BradDHutchins
hutchins@unm.edu
"We Develop Lobos For Life"

From: Ryan Berryman
Sent: Sunday, November 02, 2014 3:14 PM
To: Brad Hutchins
Subject: Re: Student Marketing Event at Basketball Exhibitions

Brad,

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Thanks,

Ryan Berryman
rdb8@unm.edu
505-269-0456

From: Brad Hutchins
Sent: Thursday, October 30, 2014 3:01 PM
To: Ryan Berryman
Cc: Conner Michael O'Hea
Subject: Re: Student Marketing Event at Basketball Exhibitions

[REDACTED]

Brad D. Hutchins
Senior Associate AD, Marketing & Revenue
The University of New Mexico Lobos
(O) 505-925-5606
(C) 505-249-5889
Twitter: @BradDHutchins
hutchins@unm.edu
"We Develop Lobos For Life"

From: Ryan Berryman
Sent: Thursday, October 30, 2014 10:09 AM
To: Brad Hutchins
Cc: Conner Michael O'Hea
Subject: Student Marketing Event at Basketball Exhibitions

Brad,

Term	Percentage
GDP	95
Inflation	92
Interest rates	88
Central bank	85
Monetary policy	82
Quantitative easing	78
Institutional investors	75
Fintech	70
Algorithmic trading	65
Blockchain	55

Best,
Ryan Berryman
rdb8@unm.edu

CONFIDENTIALITY NOTICE

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MARKETING & SPONSORSHIP AGREEMENT

THIS MARKETING AND SPONSORSHIP AGREEMENT (“Agreement”) is made and entered on the 5th day of November, 2014 between **Student Marketing Events (“Sponsor”)** and LOBO SPORTS PROPERTIES, LLC, a Missouri limited liability company qualified to do business in the State of New Mexico (“Provider”).

BACKGROUND

- A. Provider holds the exclusive marketing and sponsorship rights for University of New Mexico (“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 2014 to June 30, 2015 (the “Term”):

Neither Party shall have any of the rights set forth in this Agreement after its expiration except for obligations which by this 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 (the “Benefits”).
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: 2014-2015, \$250 net per year

Athletic Year 2014-2015, \$250 Total Payment Paid as Follows:

\$250 Net Due November 2014

4. **Post-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.
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.
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 or any breach of this Agreement.
8. **Qualified Sponsorship.** Sponsor agrees that any Benefits provided to or used by Sponsor under this Agreement will adhere to the limitations appertaining to "qualified sponsorships" as defined in Internal Revenue Code section 513(i) and Treasury Regulation 1.513-4. For purposes of this definition, qualified sponsorships are limited to those instances when the Sponsor receives no substantial return benefit from the arrangement other than the use or acknowledgement of the name or logo (or product lines) of the Sponsor. Use or acknowledgement in a qualified sponsorship may include: a) logos and slogans that do not contain qualitative or comparative descriptions of the Sponsor's products, services, facilities or name; b) list of Sponsor's locations, telephone numbers, or internet address; and c) logos or slogans that contain qualitative or comparative language that are an established part of the Sponsor's identity. Advertising containing qualitative or comparative language, calls to action, or otherwise an endorsement of the Sponsor's products is not included in this definition of a qualified sponsorship.
9. **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) with a copy mailed by certified mail, return receipt requested, (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addressees set forth on the signature page below (or to such other addresses as a signatory may designate by notice to the other signatories) or (d) when received by the address, if sent by e-mail to the appropriate e-mail address of the address. 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. 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:

John Benavidez
UNM Anderson School of Management
1924 Las Lomas Rd NE
Albuquerque, NM 87106

LOBO SPORTS PROPERTIES, LLC
1414 UNIVERSITY BLVD SE
ALBUQUERQUE, NM 87131

BY: _____
John Benavidez
Principal Lecturer in Marketing

BY: _____
Kyle James
General Manager

BY: _____
Jared Schmit
Sponsorship Coordinator



EXHIBIT A

**TO MARKETING & SPONSORSHIP AGREEMENT
BETWEEN
STUDENT MARKETING EVENTS
AND
LOBO SPORTS PROPERTIES, LLC**

BENEFITS

I. Display Table Elements

Student Marketing Events will have one (1) display table at the following Lobo Athletic sporting events:

- One (1) men's basketball home exhibition game
- Student Marketing Events will have the opportunity to hand out promotional giveaways
- Student Marketing Events will be responsible for providing all promotional materials

INVESTMENT:\$250 Net (2014-2015)

From: Mary Kay Holterman
Sent: Thursday, May 14, 2015 2:32 PM
To: Kyle James
CC: Yvonne Otts
Subject: RE: UNM Athletics - Pepsi KR5253 / 290-6741
Attachments: 290-6741-0814-R1 - Learfield Invoice Template (Word Optimized).pdf

Good Afternoon Yvonne!

Please find attached the August invoice – please let me know if you have any questions!! ☺

Thank you and have a great day!!

Kay

Mary Kay Holterman
Accounts Receivable Coordinator
LEARFIELD 
Learfield Communications, Inc.
505 Hobbs Rd
Jefferson City, MO 65109
573-556-1232 (Phone)
573-556-1151 (Fax)

From: Kyle James
Sent: Thursday, May 14, 2015 3:29 PM
To: Mary Kay Holterman
Subject: FW: UNM Athletics - Pepsi KR5253 / 290-6741

Please see note below.

Kyle James
Lobo Sports Properties
505-925-5511

From: Yvonne Otts [<mailto:yotts@unm.edu>]
Sent: Thursday, May 14, 2015 12:56 PM
To: Kyle James
Subject: RE: UNM Athletics - Pepsi KR5253 / 290-6741

Kyle,

I know that we owe you one more payment for the year. So if it's the August invoice can you send it to me for processing?

Thanks!

Yvonne

From: Kyle James [<mailto:kjames@lobosportsproperties.com>]

Sent: Thursday, May 14, 2015 12:29 PM

To: Yvonne Ott

Subject: FW: UNM Athletics - Pepsi KR5253 / 290-6741

Yvonne,

Hey can you look into this? Looks like the August Pepsi invoice is open.

Kyle James
Lobo Sports Properties
505-925-5511

From: Mary Kay Holterman

Sent: Thursday, May 14, 2015 11:38 AM

To: Kyle James

Cc: Jessica Otero

Subject: UNM Athletics - Pepsi KR5253 / 290-6741

Hello Kyle and Jessica

While working on reconciliations – I came across the unpaid August invoice for Pepsi billed to UNM Athletics – we have received the following payments – but August is still open and I have attached that invoice – can you please forward this invoice over to the Athletic Dept for payment ☺

August	290-6741-0814	150,000.00	OPEN
November	290-6741-1114	150,000.00	pd ck# 30960701 on 12/16/14
January	290-6741-0115	150,000.00	pd ck# 30968543 on 2/2/15

Please let me know if you have any questions!

Thank you and have a great day!!

Kay

Mary Kay Holterman
Accounts Receivable Coordinator



Learfield Communications, Inc.

505 Hobbs Rd

Jefferson City, MO 65109

573-556-1232 (Phone)

573-556-1151 (Fax)

LOBO SPORTS PROPERTIES, LLC

c/o Learfield Communications, Inc.
P.O. Box 843038
Kansas City, Missouri 64184-3038



CONTRACT #

290-6741

INVOICE #

290-6741-0814-R1

INVOICE DATE

08/01/2014

Salesperson: Kyle James

Customer Number: KR5253

Phone: 866.998.2491

Email: accountsreceivable@learfield.com

Federal Tax ID: [REDACTED]

Sold To:

UNM Athletics
Attn: Yvonne Otts
MSC04 2680
1 University of New Mexico
Albuquerque, NM 87131

INVOICE

TERMS: NET 30 DAYS

Invoice Description:

2014-2015 LOBO SPORTS PROPERTIES, LLC Sponsorship

KR5750: PEPSI

Thank you for your support of LOBO SPORTS PROPERTIES, LLC.

TOTAL SALE

\$150,000.00

AGENCY COMMISSION

\$0.00

INVOICE TOTAL

\$150,000.00

To avoid a 2% late fee charge per month, please pay this invoice within 30 days of invoice date.

PLEASE FOLD, TEAR HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

CUSTOMER:

UNM Athletics

Attn: Yvonne Otts

MSC04 2680

1 University of New Mexico

Albuquerque, NM 87131

PLEASE REMIT TO:

LOBO SPORTS PROPERTIES, LLC

c/o Learfield Communications, Inc.
P.O. Box 843038
Kansas City, Missouri 64184-3038

INVOICE TOTAL

\$150,000.00

TOTAL PAST DUE

\$0.00

LATE FEE

\$0.00

PAY THIS AMOUNT

\$150,000.00

From: Kyle James
Sent: Thursday, January 22, 2015 11:31 AM
To: Patrick J Romo
CC: Brad Hutchins
Subject: Sadie's Updated Contract
Attachments: Sadies of NM Contract Final Updatee.doc; Sadies of NM Contract Final Updatee.pdf

Here you go. Please send back signed and executed contract.

Thanks!

Kyle James
General Manager
Lobo Sports Properties
UNM South Campus
1414 University SE
Albuquerque, NM 87131
505-925-5511 (Phone)
505-925-5609 (Fax)
575-202-4675 (Cell)
www.learfieldsports.com

A property of Learfield Sports



MARKETING & SPONSORSHIP AGREEMENT

THIS MARKETING AND SPONSORSHIP AGREEMENT (“Agreement”) is made and entered on the 22nd day of January, 2015 between **Hatch Chile Company / JOBO Enterprises, Inc DBA Sadies** (“Sponsor”) and LOBO SPORTS PROPERTIES, LLC, a Missouri limited liability company qualified to do business in the State of New Mexico (“Provider”).

BACKGROUND

- A. Provider holds the exclusive marketing and sponsorship rights for University of New Mexico (“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 January 3, 2014 to June 30, 2017 (the “Term”). Hatch Chile Company / JOBO Enterprises, Inc DBA Sadies will have the option to cancel the agreement for the following year (2015-2016 and 2016-2017), but must notify Lobo Sports Properties in writing prior to October 1st of each year with that indication. If not notified in writing the contract automatically renews.
2. Neither Party shall have any of the rights set forth in this Agreement after its expiration except for obligations which by this nature shall survive termination including Sponsor’s payment obligations to Provider under Paragraph 3 below.
3. 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 (the “Benefits”).
4. 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:	2014-2015	\$12,000 net per year
	2015-2016	\$24,000 net per year
	2016-2017	\$24,000 net per year

<u>Athletic Year 2014-2015.</u>	<u>Total Payment</u> Paid as Follows:
\$2,000 Net Due January 2015	\$2,000 Net Due April 2015
\$2,000 Net Due February 2015	\$2,000 Net Due May 2015
\$2,000 Net Due March 2015	\$2,000 Net Due June 2015

<u>Athletic Year 2015-2016.</u>	<u>Total Payment</u> Paid as Follows:
\$2,181.81 Net Due July 2015	
\$2,181.81 Net Due August 2015	\$2,181.81 Net Due January 2016
\$2,181.81 Net Due September 2015	\$2,181.81 Net Due February 2016
\$2,181.81 Net Due October 2015	\$2,181.81 Net Due March 2016
\$2,181.81 Net Due November 2015	\$2,181.81 Net Due April 2016
\$2,181.81 Net Due December 2015	\$2,181.90 Net Due May 2016



Athletic Year 2016-2017.

\$2,181.81 New Due July 2016

\$2,181.81 Net Due August 2016

\$2,181.81 Net Due September 2016

\$2,181.81 Net Due October 2016

\$2,181.81 Net Due November 2016

\$2,181.81 Net Due December 2016

Total Payment Paid as Follows:

\$2,181.81 Net Due January 2017

\$2,181.81 Net Due February 2017

\$2,181.81 Net Due March 2017

\$2,181.81 Net Due April 2017

\$2,181.90 Net Due May 2017

5. **Post-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.
6. **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.
7. **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.
8. **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 or any breach of this Agreement.*
9. **Qualified Sponsorship.** Sponsor agrees that any Benefits provided to or used by Sponsor under this Agreement will adhere to the limitations appertaining to "qualified sponsorships" as defined in Internal Revenue Code section 513(i) and Treasury Regulation 1.513-4. For purposes of this definition, qualified sponsorships are limited to those instances when the Sponsor receives no substantial return benefit from the arrangement other than the use or acknowledgement of the name or logo (or product lines) of the Sponsor. Use or acknowledgement in a qualified sponsorship may include: a) logos and slogans that do not contain qualitative or comparative descriptions of the Sponsor's products, services, facilities or name; b) list of Sponsor's locations, telephone numbers, or internet address; and c) logos or slogans that contain qualitative or comparative language that are an established part of the Sponsor's identity. Advertising containing qualitative or comparative language, calls to action, or otherwise an endorsement of the Sponsor's products is not included in this definition of a qualified sponsorship.



10. **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) with a copy mailed by certified mail, return receipt requested, (c) when received by the addressee, if 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 (d) when received by the address, if sent by e-mail to the appropriate e-mail address of the address. 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. 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:

**HATCH CHILE COMPANY / JOBO ENTERPRISES,
INC DBA SADIES**

BY:

Brian Stafford
Vice President

BY:

David Gregory
Hatch Chile Company

**LOBO SPORTS PROPERTIES, LLC
1414 UNIVERSITY BLVD SE
ALBUQUERQUE, NM 87131**

BY:

Kyle James
General Manager



EXHIBIT A

TO MARKETING & SPONSORSHIP AGREEMENT BETWEEN HATCH CHILE COMPANY / JOBO ENTERPRISES, INC DBA SADIES AND LOBO SPORTS PROPERTIES, LLC

BENEFITS

I. Salsa Partner of the UNM Lobos

- Hatch Chile Company / JOBO Enterprises, Inc DBA Sadies will have the selling rights to co-branded products (For Example: Salsa; Red and Green Chile)
- Co-Branded Products must be officially licensed through CLC

II. Digital – Social Media

- Hatch Chile Company / JOBO Enterprises, Inc DBA Sadies will have yearlong media presence on the official Facebook page of UNM Lobo Athletics
- Co-branding and giveaway opportunities included
- Ex: Promotion of Hatch Chile Company / JOBO Enterprises, Inc DBA Sadies sampling days; meal deals at Hatch Chile Company / JOBO Enterprises, Inc DBA Sadies locations; Hatch Chile Company / JOBO Enterprises, Inc DBA Sadies merchandise; promotional offers to fans “wear Lobo red and receive discount.” (1) post per month

III. In-Venue Engagement- Hatch Chile Company / JOBO Enterprises, Inc DBA Sadies “Salsa Cam”

- Hatch Chile Company / JOBO Enterprises, Inc DBA Sadies will have the opportunity to engage fans via the Salsa Cam:
- One (1) video board feature in men’s basketball
- One (1) video board feature in women’s basketball
- One (1) video board feature in football
- Complete ownership of all LED technology in the Pit during the promotion, Moment of exclusivity (MOE) to include: Courtside LED; Video board; and Ribbon board displays
- One (1) winner will be selected during the promotion each night to win a prize from Hatch Chile Company / JOBO Enterprises, Inc DBA Sadies (for example: gift card; free dinner; etc)
- (2014-2015) Will run at all remaining men’s and women’s basketball games
- (2015-2016 & 2016-2017) Will run at six (6) men’s basketball games, six (6) women’s games and all home football games
- LSP will produce signage in year (1) of the agreement and any changes moving forward will be the responsibility of Sadie’s.

INVESTMENT:

\$12,000 Net (2014-2015) (To be split into equal monthly payments from January – June)

\$24,000 Net (2015-2016) (To be split into equal monthly payments from July – May)

\$24,000 Net (2016-2017) (To be split into equal monthly payments from July – May)

TRADE:

\$5,000 Net Per Year to the Lobo Club

2014-2017



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2. Neither Party shall have any of the rights set forth in this Agreement after its expiration except for obligations which by this nature shall survive termination including Sponsor’s payment obligations to Provider under Paragraph 3 below.
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7. **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.
8. **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 or any breach of this Agreement.*
9. **Qualified Sponsorship.** Sponsor agrees that any Benefits provided to or used by Sponsor under this Agreement will adhere to the limitations appertaining to "qualified sponsorships" as defined in Internal Revenue Code section 513(i) and Treasury Regulation 1.513-4. For purposes of this definition, qualified sponsorships are limited to those instances when the Sponsor receives no substantial return benefit from the arrangement other than the use or acknowledgement of the name or logo (or product lines) of the Sponsor. Use or acknowledgement in a qualified sponsorship may include: a) logos and slogans that do not contain qualitative or comparative descriptions of the Sponsor's products, services, facilities or name; b) list of Sponsor's locations, telephone numbers, or internet address; and c) logos or slogans that contain qualitative or comparative language that are an established part of the Sponsor's identity. Advertising containing qualitative or comparative language, calls to action, or otherwise an endorsement of the Sponsor's products is not included in this definition of a qualified sponsorship.



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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:

**HATCH CHILE COMPANY / JOBO ENTERPRISES,
INC DBA SADIES**

BY:

Brian Stafford
Vice President

BY:

David Gregory
Hatch Chile Company

**LOBO SPORTS PROPERTIES, LLC
1414 UNIVERSITY BLVD SE
ALBUQUERQUE, NM 87131**

BY:

Kyle James
General Manager



EXHIBIT A

**TO MARKETING & SPONSORSHIP AGREEMENT
BETWEEN
HATCH CHILE COMPANY / JOBO ENTERPRISES, INC DBA SADIES AND
LOBO SPORTS PROPERTIES, LLC**

BENEFITS

I. Salsa Partner of the UNM Lobos

- Hatch Chile Company / JOBO Enterprises, Inc DBA Sadies will have the selling rights to co-branded products (For Example: Salsa; Red and Green Chile)
- Co-Branded Products must be officially licensed through CLC

II. Digital – Social Media

- Hatch Chile Company / JOBO Enterprises, Inc DBA Sadies will have yearlong media presence on the official Facebook page of UNM Lobo Athletics
- Co-branding and giveaway opportunities included
- Ex: Promotion of Hatch Chile Company / JOBO Enterprises, Inc DBA Sadies sampling days; meal deals at Hatch Chile Company / JOBO Enterprises, Inc DBA Sadies locations; Hatch Chile Company / JOBO Enterprises, Inc DBA Sadies merchandise; promotional offers to fans “wear Lobo red and receive discount.” (1) post per month

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- Hatch Chile Company / JOBO Enterprises, Inc DBA Sadies will have the opportunity to engage fans via the Salsa Cam:
- One (1) video board feature in men’s basketball
- One (1) video board feature in women’s basketball
- One (1) video board feature in football
- Complete ownership of all LED technology in the Pit during the promotion, Moment of exclusivity (MOE) to include: Courtside LED; Video board; and Ribbon board displays
- One (1) winner will be selected during the promotion each night to win a prize from Hatch Chile Company / JOBO Enterprises, Inc DBA Sadies (for example: gift card; free dinner; etc)
- (2014-2015) Will run at all remaining men’s and women’s basketball games
- (2015-2016 & 2016-2017) Will run at six (6) men’s basketball games, six (6) women’s games and all home football games
- LSP will produce signage in year (1) of the agreement and any changes moving forward will be the responsibility of Sadie’s.

INVESTMENT:

\$12,000 Net (2014-2015) (To be split into equal monthly payments from January – June)

\$24,000 Net (2015-2016) (To be split into equal monthly payments from July – May)

\$24,000 Net (2016-2017) (To be split into equal monthly payments from July – May)

TRADE:

\$5,000 Net Per Year to the Lobo Club

2014-2017

From: Kyle James
Sent: Thursday, January 29, 2015 11:22 AM
To: Patrick J Romo
CC: Brad Hutchins
Subject: Sadies New Contract
Attachments: Sadies of NM Contract Final Updatee.doc

Pat,

Here you go. Please let me know if you have any questions.

Kyle James
General Manager
Lobo Sports Properties
UNM South Campus
1414 University SE
Albuquerque, NM 87131
505-925-5511 (Phone)
505-925-5609 (Fax)
575-202-4675 (Cell)
www.learfieldsports.com



A property of Learfield Sports



MARKETING & SPONSORSHIP AGREEMENT

THIS MARKETING AND SPONSORSHIP AGREEMENT (“Agreement”) is made and entered on the 28th day of January, 2015 between **JOBO Enterprises, Inc DBA Sadies** (“Sponsor”) and LOBO SPORTS PROPERTIES, LLC, a Missouri limited liability company qualified to do business in the State of New Mexico (“Provider”).

BACKGROUND

- A. Provider holds the exclusive marketing and sponsorship rights for University of New Mexico (“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 January 29th, 2014 to June 30, 2017 (the “Term”).
2. Neither Party shall have any of the rights set forth in this Agreement after its expiration except for obligations which by this nature shall survive termination including Sponsor’s payment obligations to Provider under Paragraph 3 below.
3. 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 (the “Benefits”).
4. 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:	2014-2015	\$6,000 net per year
	2015-2016	\$18,000 net per year
	2016-2017	\$24,000 net per year

<u>Athletic Year 2014-2015.</u>	<u>Total Payment</u> Paid as Follows:
\$1,000 Net Due January 2015	\$1,000 Net Due April 2015
\$1,000 Net Due February 2015	\$1,000 Net Due May 2015
\$1,000 Net Due March 2015	\$1,000 Net Due June 2015

<u>Athletic Year 2015-2016.</u>	<u>Total Payment</u> Paid as Follows:
\$1,000 Net Due July 2015	\$2,000 Net Due January 2016
\$1,000 Net Due August 2015	\$2,000 Net Due February 2016
\$1,000 Net Due September 2015	\$2,000 Net Due March 2016
\$1,000 Net Due October 2015	\$2,000 Net Due April 2016
\$1,000 Net Due November 2015	\$2,000 Net Due May 2016
\$1,000 Net Due December 2015	\$2,000 Net Due June 2016



Athletic Year 2016-2017.

\$2,000 New Due July 2016
\$2,000 Net Due August 2016
\$2,000 Net Due September 2016
\$2,000 Net Due October 2016
\$2,000 Net Due November 2016
\$2,000 Net Due December 2016

Total Payment Paid as Follows:

\$2,000 Net Due January 2017
\$2,000 Net Due February 2017
\$2,000 Net Due March 2017
\$2,000 Net Due April 2017
\$2,000 Net Due May 2017
\$2,000 Net Due June 2017

5. **Post-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.
6. **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.
7. **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.
8. **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 or any breach of this Agreement.*
9. **Qualified Sponsorship.** Sponsor agrees that any Benefits provided to or used by Sponsor under this Agreement will adhere to the limitations appertaining to "qualified sponsorships" as defined in Internal Revenue Code section 513(i) and Treasury Regulation 1.513-4. For purposes of this definition, qualified sponsorships are limited to those instances when the Sponsor receives no substantial return benefit from the arrangement other than the use or acknowledgement of the name or logo (or product lines) of the Sponsor. Use or acknowledgement in a qualified sponsorship may include: a) logos and slogans that do not contain qualitative or comparative descriptions of the Sponsor's products, services, facilities or name; b) list of Sponsor's locations, telephone numbers, or internet address; and c) logos or slogans that contain qualitative or comparative language that are an established part of the Sponsor's identity. Advertising containing qualitative or comparative language, calls to action, or otherwise an endorsement of the Sponsor's products is not included in this definition of a qualified sponsorship.



10. **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) with a copy mailed by certified mail, return receipt requested, (c) when received by the addressee, if 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 (d) when received by the address, if sent by e-mail to the appropriate e-mail address of the address. 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. 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:

JOBO ENTERPRISES, INC DBA SADIES

BY:

Brian Stafford
Vice President

LOBO SPORTS PROPERTIES, LLC
1414 UNIVERSITY BLVD SE
ALBUQUERQUE, NM 87131

BY:

Kyle James
General Manager



EXHIBIT A

TO MARKETING & SPONSORSHIP AGREEMENT BETWEEN JOBO ENTERPRISES, INC DBA SADIES AND LOBO SPORTS PROPERTIES, LLC

BENEFITS

- I. Salsa Partner of the UNM Lobos**
 - JOBO Enterprises, Inc DBA Sadies will have the selling rights to co-branded products (For Example: Salsa; Red and Green Chile)
 - Co-Branded Products must be officially licensed through CLC
 - Full access to Lobo Shield on co-branding of products.
- II. Digital – Social Media**
 - JOBO Enterprises, Inc DBA Sadies will have yearlong media presence on the official Facebook page of UNM Lobo Athletics
 - Co-branding and giveaway opportunities included
 - Ex: JOBO Enterprises, Inc DBA Sadies sampling days; meal deals JOBO Enterprises, Inc DBA Sadies locations; JOBO Enterprises, Inc DBA Sadies merchandise; promotional offers to fans “wear Lobo red and receive discount.” (1) post per month
- III. Digital – Social Media (VIP Experience)**
 - JOBO Enterprises, Inc DBA Sadies will have the unique opportunity to offer a VIP Experience during the following sports:
 - (2) VIP Experiences – Football
 - (2) VIP Experiences – Men’s Basketball
 - (2) VIP Experiences – Men’s Soccer
 - (2) VIP Experiences- Baseball
 - All sports include full facilities tour, pre-game access and a behind the scenes look into the specific sport.
 - Two (2) winners for each giveaway
 - Can be promoted inside Sadies and will also be announced via Lobos Facebook page.
 - Facebook post will be promoted the month of the game selected.
 - Games will be mutually agreed upon.
- IV. Logo Rights**
 - Full access to Lobo Shield on co-branding of products
 - Use of Corporate Partner shield for in-store activation, t-shirts, or any other store related activation.
 - All co-branded products must be sent to Lobo Athletics for approval

INVESTMENT:

\$6,000 Net (2014-2015)

\$18,000 Net (2015-2016)

\$24,000 Net (2016-2017)

TRADE:

\$5,000 Net Per Year to the Lobo Club in years 2015-2016 & 2016-2017

From: Kyle James
Sent: Thursday, October 23, 2014 2:40 PM
To: [REDACTED] @gmail.com
CC: Brad Hutchins
Subject: Sadie's/Lobos Contract
Attachments: Sadies of NM Contract Final.pdf

Pat,

Thanks for taking the time to work this out with Brad and here is the attached contract. We look forward to wrapping this up and let us know if you have any questions.

Talk soon!

Kyle James
General Manager
Lobo Sports Properties
UNM South Campus
14114 University SE
Albuquerque, NM 87131
505-925-5511 (Phone)
505-925-5609 (Fax)
575-202-4675 (Cell)
www.learfieldsports.com



A property of Learfield Sports



MARKETING & SPONSORSHIP AGREEMENT

THIS MARKETING AND SPONSORSHIP AGREEMENT (“Agreement”) is made and entered on the 23rd day of October, 2014 between **Sadie's of New Mexico** (“Sponsor”) and LOBO SPORTS PROPERTIES, LLC, a Missouri limited liability company qualified to do business in the State of New Mexico (“Provider”).

BACKGROUND

- A. Provider holds the exclusive marketing and sponsorship rights for University of New Mexico (“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 November 1, 2014 to June 30, 2033 (the “Term”): Every option year Sadie's will have the option to opt out of agreement and must notify Lobo Sports Properties by March 1st of that year. (Option years listed in Exhibit A)

Neither Party shall have any of the rights set forth in this Agreement after its expiration except for obligations which by this 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 (the “Benefits”).
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:	2014-2015	\$50,000 net per year
	2015-2016	\$75,000 net per year
	2016-2017	\$75,000 net per year
	2017-2018	\$75,000 net per year

(See pg. 6 (Exhibit A for years 2017 – 2033)

<u>Athletic Year 2014-2015,</u>	<u>Total Payment</u> Paid as Follows:
\$7,142.85 Net Due November 2014	\$7,142.85 Net Due March 2015
\$7,142.85 Net Due December 2014	\$7,142.85 Net Due April 2015
\$7,142.85 Net Due January 2015	\$7,142.90 Net Due May 2015
\$7,142.85 Net Due February 2015	

<u>Athletic Year 2015-2016,</u>	<u>Total Payment</u> Paid as Follows:
\$7,500 Net Due August 2015	\$7,500 Net Due January 2016
\$7,500 Net Due September 2015	\$7,500 Net Due February 2016
\$7,500 Net Due October 2015	\$7,500 Net Due March 2016
\$7,500 Net Due November 2015	\$7,500 Net Due April 2016
\$7,500 Net Due December 2015	\$7,142.90 Net Due May 2016



Athletic Year 2016-2017,

\$7,500 Net Due August 2016	<u>Total Payment</u> Paid as Follows:
\$7,500 Net Due September 2016	\$7,500 Net Due January 2017
\$7,500 Net Due October 2016	\$7,500 Net Due February 2017
\$7,500 Net Due November 2016	\$7,500 Net Due March 2017
\$7,500 Net Due December 2016	\$7,500 Net Due April 2017
	\$7,142.90 Net Due May 2017

Athletic Year 2017-2018,

\$7,500 Net Due August 2017	<u>Total Payment</u> Paid as Follows:
\$7,500 Net Due September 2017	\$7,500 Net Due January 2018
\$7,500 Net Due October 2017	\$7,500 Net Due February 2018
\$7,500 Net Due November 2017	\$7,500 Net Due March 2018
\$7,500 Net Due December 2017	\$7,500 Net Due April 2018
	\$7,142.90 Net Due May 2018

4. **Post-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. Sponsorship investment includes 12 regular season football and 29 regular season basketball broadcasts. If network broadcasts additional games (beyond 12 for football and 29 for basketball) the sponsorship will continue for those games at the regular season rate (\$2,062/Football game, \$797/Men's Basketball Game, Women's Basketball \$550 Game). Additional games/broadcasts will be invoiced at the conclusion of each (football and basketball) season. Post season radio will increase 5% annually each fiscal year.
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.
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 or any breach of this Agreement.*



8. **Qualified Sponsorship.** Sponsor agrees that any Benefits provided to or used by Sponsor under this Agreement will adhere to the limitations appertaining to "qualified sponsorships" as defined in Internal Revenue Code section 513(i) and Treasury Regulation 1.513-4. For purposes of this definition, qualified sponsorships are limited to those instances when the Sponsor receives no substantial return benefit from the arrangement other than the use or acknowledgement of the name or logo (or product lines) of the Sponsor. Use or acknowledgement in a qualified sponsorship may include: a) logos and slogans that do not contain qualitative or comparative descriptions of the Sponsor's products, services, facilities or name; b) list of Sponsor's locations, telephone numbers, or internet address; and c) logos or slogans that contain qualitative or comparative language that are an established part of the Sponsor's identity. Advertising containing qualitative or comparative language, calls to action, or otherwise an endorsement of the Sponsor's products is not included in this definition of a qualified sponsorship.

9. **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) with a copy mailed by certified mail, return receipt requested, (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addressees set forth on the signature page below (or to such other addresses as a signatory may designate by notice to the other signatories) or (d) when received by the address, if sent by e-mail to the appropriate e-mail address of the address. 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. 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:

**Pat Romo or Jim Garcia
Sadie's of New Mexico**

BY:

Pat Romo or Jim Garcia

**LOBO SPORTS PROPERTIES, LLC
1414 UNIVERSITY BLVD SE
ALBUQUERQUE, NM 87131**

BY:

Kyle James
General Manager



EXHIBIT A

TO MARKETING & SPONSORSHIP AGREEMENT BETWEEN SADIE'S OF NEW MEXICO AND LOBO SPORTS PROPERTIES, LLC

2014 – 2015 BENEFITS

I. Official Salsa of the UNM Lobos

- Sadie's of New Mexico will have the selling rights to co-branded products (For Example: Salsa; Red and Green Chile)
- Co-Branded Products must be officially licensed through CLC

II. Community Events – Sampling Opportunities

- Sadie's of New Mexico will have three (3) "Day at the Game" events during each men's and women's basketball season for each year of the agreement
 - i. Sampling Displays on the Club Level of The Pit and a designated area on the main concourse of University Arena, The Pit
 - ii. One (1) "Sadie's of New Mexico Chile Roasting" pregame event at the Pit. Display area and details of the event will be mutually agreed upon by Sadie's of New Mexico and UNM Athletics
- UNM Athletics will utilize Social Media to promote all Sadie's of New Mexico "Day at the Game" and "Roasting" events

III. Digital – Social Media

- Sadie's of New Mexico will have yearlong media presence on the official Facebook page of UNM Lobo Athletics
- Co-branding and giveaway opportunities included
- Ex: Promotion of Sadie's of New Mexico sampling days; meal deals at Sadie's of New Mexico locations; Sadie's of New Mexico merchandise; promotional offers to fans "wear Lobo red and receive discount."

IV. Retail Promotion

- Sadie's of New Mexico will have the unique opportunity to have special offers and discounts for Lobo fans during basketball season.
- Ex: For each "Sadie's of New Mexico Lobo meal" purchased, customer will be entered to win a Lobo Men's basketball VIP experience. VIP Experience prize to include:
 - i. Dinner for two (2) at Sadie's of New Mexico
 - ii. Two (2) men's basketball tickets to the game
 - iii. Pregame VIP tour of the Pit
 - iv. Commemorative photo of the game day experience
 - v. Promotion will be implemented and executed at up to four (4) mutually agreed upon home games



V. Concessions

- Sadie's of New Mexico will work with UNM Athletics concessionaire to ensure concessionaire purchases Sadie's of New Mexico products to be used in all UNM Athletics concessions and catering services
 - i. The following Sadie's of New Mexico products will be purchased: Green Chile; Red Chile; Salsa
- Pricing must be mutually agreed upon between concessionaire and Sadie's of New Mexico and must be competitive

VI. Radio – Local Broadcast 770 KKOB-AM

- Sadie's of New Mexico will receive two (2) :30 radio spots during each men's basketball local broadcast
- Sadie's of New Mexico will receive two (2) :30 radio spots during each women's basketball game broadcast on 610 KNML-AM
- Additional games/broadcasts will be invoiced at the conclusion of the football and basketball season respectively. Sponsorship investment includes 12 regular season football and 29 regular season basketball broadcasts. If network broadcasts additional games (beyond 29 for basketball) the sponsorship will continue for those games at the regular season rate (\$797/Men's Basketball Game, \$550 Women's Basketball Game). Additional games/broadcasts will be invoiced at the conclusion of each (football and basketball) season. Post season radio will increase 5% annually each fiscal year

VII. In-Venue Engagement- Sadie's of New Mexico "Salsa Cam"

- Sadie's of New Mexico will have the opportunity to engage fans inside University Arena, The Pit during each men's and women's basketball home games. Specific elements include:
 - One (1) video board feature during each men's home basketball game
 - One (1) video board feature during each women's home basketball game
 - Complete ownership of all LED technology in the Pit during the promotion, Moment of exclusivity (MOE) to include: Courtside LED; Video board; and Ribbon board displays
 - One (1) winner will be selected during the promotion each night to win a prize from Sadie's of New Mexico (for example: gift card; free dinner; etc)

VIII. Logo Rights

- Sadie's of New Mexico name will have the unique opportunity to have special offers and discounts to Lobo fans. This can be incorporated into any of the assets in the terms of this agreement
- Sadie's of New Mexico will have the rights to utilize the official Lobo "Shield" logo
- All co-branded items must be approved by the University of New Mexico
- "All items utilizing registered trademarks and verbiage, or any references or intellectual property of the University must be produced by an officially licensed CLC vendor and unless authorized by the University, will be royalty bearing. Additionally, artwork, designs, and products must be approved by the University."



2015 – 2033 BENEFITS

IX. Official Salsa of the UNM Lobos

- Sadie's of New Mexico will have the selling rights to co-branded products (For Example: Salsa; Red and Green Chile)
- Co-Branded Products must be officially licensed through CLC

X. Community Events – Sampling Opportunities

- Sadie's of New Mexico will have three (3) "Day at the Game" events during each men's and women's basketball season for each year of the agreement
 - i. Sampling Displays on the Club Level of The Pit and a designated area on the main concourse of University Arena, The Pit
 - ii. One (1) "Sadie's of New Mexico Chile Roasting" pregame event at the Pit. Display area and details of the event will be mutually agreed upon by Sadie's of New Mexico and UNM Athletics
- UNM Athletics will utilize Social Media to promote all Sadie's of New Mexico "Day at the Game" and "Roasting" events
- **Beginning in 2015-2016 for football (3) Chile Roasting/Display opportunities to engage fans**

XI. Digital – Social Media

- Sadie's of New Mexico will have yearlong media presence on the official Facebook page of UNM Lobo Athletics
- Co-branding and giveaway opportunities included
- For example: Promotion of Sadie's of New Mexico sampling days; meal deals at Sadie's of New Mexico locations; Sadie's of New Mexico merchandise; promotional offers to fans 'wear Lobo red and receive discount.'
- **Beginning in 2015-2016 for football digital/social media the same benefits described above**

XII. Retail Promotion

- Sadie's of New Mexico will have the unique opportunity to have special offers and discounts to Lobo fans at basketball.
- Ex: For each "Sadie's of New Mexico Lobo meal" purchased, customer will be entered to win a Lobo Men's basketball VIP experience. VIP Experience prize to include:
 - i. Dinner for two (2) at Sadie's of New Mexico
 - ii. Two (2) men's basketball tickets to the game
 - iii. Pregame VIP tour of the Pit
 - iv. Commemorative photo of the game day experience
 - v. Promotion will be implemented and executed at up to four (4) mutually agreed upon home games
- **Beginning in 2015-2016, Sadie's of New Mexico will have the unique opportunity to have special offers and discounts to Lobo fans during football.**
- Ex: For each "Sadie's of New Mexico Lobo meal" purchased, customer will be entered to win a Lobo football VIP experience. VIP Experience prize to include:
 - i. The use of Two (2) field level suites during the season (total of 100 tickets)
 - ii. Pregame sideline passes to the game
 - iii. Commemorative photo of the game day experience
 - iv. Promotion will be implemented and executed at up to two (2) mutually agreed upon home games



XIII. Concessions

- Sadie's of New Mexico will work with UNM Athletics concessionaire to ensure concessionaire purchases Sadie's of New Mexico products to be used in all UNM Athletics concessions and catering services
 - i. The following Sadie's of New Mexico products will be purchased: Green Chile; Red Chile; Salsa
- Pricing must be mutually agreed upon between concessionaire and Sadie's of New Mexico and must be competitive
- **Beginning in 2015-2016 Sadie's of New Mexico will have the same benefits as described above for football**

XIV. Radio - Local Broadcast

- Sadie's of New Mexico will receive two (2) :30 radio spots during each men's basketball local broadcast
- Sadie's of New Mexico will receive two (2) :30 radio spots during each women's basketball game broadcast on 610 KNML-AM
- **Beginning in 2015-2016, Sadie's of New Mexico will receive two (2) :30 spots during each football game**
- Additional games/broadcasts will be invoiced at the conclusion of the football and basketball season respectively. Sponsorship investment includes 12 regular season football and 29 regular season basketball broadcasts. If network broadcasts additional games (beyond 12 for football and 29 for basketball) the sponsorship will continue for those games at the regular season rate (\$2,062/Football game, \$797/Men's Basketball Game, \$550/Women's Game). Additional games/broadcasts will be invoiced at the conclusion of each (football and basketball) season. Post season radio will increase 5% annually each fiscal year.

XV. In-Venue Engagement- Sadie's of New Mexico "Salsa Cam"

- Sadie's of New Mexico will have the opportunity to engage fans inside University Arena, The Pit during each men's and women's basketball home games. Specific elements include:
 - One (1) video board feature during each men's home basketball game
 - One (1) video board feature during each women's home basketball game
 - Complete ownership of all LED technology in the Pit during the promotion, Moment of exclusivity to include: Courtside LED; Video board; and Ribbon board
 - One (1) winner will be selected during the promotion each night to win a prize from Sadie's of New Mexico (for example: gift card; free dinner; etc)
- **Beginning in 2015-2016, Sadie's of New Mexico will receive One (1) video board football feature with the "Sadie's of New Mexico Salsa Cam"**
 - i. Video board Logo included
 - ii. One (1) winner will be selected during the promotion each night to win a prize from Sadie's of New Mexico (for example: gift card; free dinner; etc)

XVI. Logo Rights

- Sadie's of New Mexico will have the unique opportunity to have special offers and discounts to Lobo fans. This can be incorporated into any of the assets in the terms of this agreement
- Sadie's of New Mexico will have the rights to utilize the official Lobo Corporate Partner "Shield" logo
- All co-branded items must be approved by the University of New Mexico
- "All items utilizing registered trademarks and verbiage, or any references or intellectual property of the University must be produced by an officially licensed CLC vendor and unless authorized by the University, will be royalty bearing. Additionally, artwork, designs, and products must be approved by the University."



INVESTMENT:

\$50,000 Net (2014-2015) (To be split into equal monthly payments from Dec.-May)

\$75,000 Net (2015-2016) (To be split into equal monthly payments from August – May)

\$75,000 Net (2016-2017)

\$75,000 Net (2017-2018) Option year (March 1st, 2018)

\$77,000 Net (2018-2019) (To be split into equal monthly payments from August – May)

\$77,000 Net (2019-2020)

\$77,000 Net (2020-2021) Option year (March 1st, 2021)

\$79,000 Net (2021-2022) (To be split into equal monthly payments from August – May)

\$79,000 Net (2022-2023)

\$79,000 Net (2023-2024) Option year (March 1st, 2024)

\$81,000 Net (2024-2025) (To be split into equal monthly payments from August – May)

\$81,000 Net (2025-2026)

\$81,000 Net (2026-2027) Option year (March 1st, 2027)

\$83,000 Net (2027-2028) (To be split into equal monthly payments from August – May)

\$83,000 Net (2028-2029)

\$83,000 Net (2029-2030) Option year (March 1st, 2030)

\$85,000 Net (2030-2031) (To be split into equal monthly payments from August – May)

\$85,000 Net (2031-2032)

\$85,000 Net (2032-2033) Option year (March 1st, 2033)

From: Kyle James
Sent: Tuesday, October 20, 2015 1:05 PM
To: Brad Hutchins
Subject: Tamaya Contract
Attachments: Tamaya Enterprises 15-26.doc

Here is the word version. Please make any necessary changes.

Kyle James
General Manager
Lobo Sports Properties
UNM South Campus
1414 University SE
Albuquerque, NM 87131
505-925-5511 (Phone)
505-925-5609 (Fax)
575-202-4675 (Cell)
www.learfieldsports.com



A property of Learfield Sports



MARKETING & SPONSORSHIP AGREEMENT

THIS MARKETING AND SPONSORSHIP AGREEMENT (“Agreement”) is made and entered on the 20th day of October, 2015 between **Tamaya Enterprises Inc.** (“Sponsor”) and LOBO SPORTS PROPERTIES, LLC, a Missouri limited liability company qualified to do business in the State of New Mexico (“Provider”).

BACKGROUND

- A. Provider holds the exclusive marketing and sponsorship rights for University of New Mexico (“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, 2015 to June 30, 2026 (the “Term”):
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 (the “Benefits”).
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: 2015-2016 – 2025-2026: \$265,000 net per year

Naming Rights: \$100,000 net per year

Marketing Assets: \$165,000 net per year

Athletic Year 2015-2016 – 2025-2016 Total Payment Paid as Follows:

\$66,250 Net Due August 1st

\$66,250 Net Due January 1st

\$66,250 Net Due October 1st

\$66,250 Net Due April 1st



4. **Post-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. Football \$825 Per Game, Men's Basketball \$875 Per Game, and Women's Basketball \$340 Per Game. (5% Increase each year)
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.
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 or any breach of this Agreement.
8. **Qualified Sponsorship.** Sponsor agrees that any Benefits provided to or used by Sponsor under this Agreement will adhere to the limitations appertaining to "qualified sponsorships" as defined in Internal Revenue Code section 513(i) and Treasury Regulation 1.513-4. For purposes of this definition, qualified sponsorships are limited to those instances when the Sponsor receives no substantial return benefit from the arrangement other than the use or acknowledgement of the name or logo (or product lines) of the Sponsor. Use or acknowledgement in a qualified sponsorship may include: a) logos and slogans that do not contain qualitative or comparative descriptions of the Sponsor's products, services, facilities or name; b) list of Sponsor's locations, telephone numbers, or internet address; and c) logos or slogans that contain qualitative or comparative language that are an established part of the Sponsor's identity. Advertising containing qualitative or comparative language, calls to action, or otherwise an endorsement of the Sponsor's products is not included in this definition of a qualified sponsorship.



9. **Miscellaneous.** Sponsor and Provider will comply with all applicable 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) with a copy mailed by certified mail, return receipt requested, (c) when received by the addressee, if 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 (d) when received by the addressee, if sent by e-mail to the appropriate e-mail address of the address. 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. 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:

Tamaya Enterprises Inc.

BY:

Nathan Garcia
Tamaya Enterprises Inc. Chairman

LOBO SPORTS PROPERTIES, LLC
1414 UNIVERSITY BLVD SE
ALBUQUERQUE, NM 87131

BY:

Kyle James
General Manager



EXHIBIT A

MARKETING & SPONSORSHIP AGREEMENT BETWEEN TAMAYA ENTERPRISES INC. AND LOBO SPORTS PROPERTIES, LLC

BENEFITS

I. Career Day at UNM

Tamaya Enterprises Inc. will receive the following:

- UNM officials will come to The Pueblo of Santa Ana to meet with youth and talk about career opportunities within a university setting.
- This can also take place at UNM with a tour of athletics and main campus if that is better for the kids in Santa Ana.
- Speakers could include:
 - Coaches / Marketing executives / Fundraising / Facilities staff / Communications / Compliance / Admissions / Doctors / Nurses / President's office

II. Read with the Lobos

Tamaya Enterprises Inc. will become a sponsor of the "Read with the Lobos" program:

- Rewarding kids for reading with tickets to games
- Print materials to help kids keep track of their books
- Coaches / players to visit schools to talk about the program and read to the kids and get them encouraged to participate.
- Top readers will be recognized at a lobo game on the court / field

III. Lobo Baseball Clinic

- Lobo Baseball players and coaches to hold youth clinic at The Pueblo of Santa Ana
- Two (2) lucky participants will receive free camp registration for Lobo Baseball camp

IV. Lobo Softball Clinic

- Lobo Softball players and coaches to hold youth clinic at The Pueblo of Santa Ana
- Two (2) lucky participants will receive free camp registration for Lobo Softball camp



V. The Pueblo of Santa Ana Ticket Use

Tamaya Enterprises Inc. will receive the following season tickets:

Football

- Thirty (30) season tickets
- Five (5) parking passes
- One-Hundred (100) tickets to one home game

Men's Basketball

- Thirty (30) bench season tickets
- Five (5) parking passes

Women's Basketball

- Thirty (30) bench season tickets
- One-Hundred (100) tickets to one home game
- Five (5) parking passes

VI. Day at the Game (Men's Basketball)

Tamaya Enterprises Inc. will receive one (1) Day at the Game for Men's Basketball

- Fifty (50) tickets
- Use of private hospitality at Lobo Basketball Game
- Private picture opportunities with Lobo Louie
- Lobo Sports Properties will provide Photographer

VII. Field Level Suite – Santa Ana Night:

- One (1) premium hospitality tent
- Tent is approx. 10' x 20'
- Tent/table/chairs provided
- Private picture opportunities with Lobo Louie
- Lobo Sports Properties will provide Photographer
- Fifty (50) tickets
- Six parking passes
- Four (4) Pre-game sideline passes

VIII. Lobo Club Membership

Tamaya Enterprises Inc will receive all benefits that are associated with the Turquoise Lobo Club Membership:

- Priority parking
- Priority seating
- Tax Deduction
- Donor Recognition

IX. Radio

Santa Ana Star Casino will receive the following elements on the Lobo Radio Network

- Two (2) :30 second spots and one (1) billboard during each football, men's basketball and women's basketball broadcast
- One (1) :30 spot and one (1) billboard during each football tailgate pre-game show, Lobo Talk coaches show, Athletic Director show and Postgame football and men's basketball call-in shows
- One (1) :30 spot during each Lobo Daily Show

X. Television Broadcast (Coaches Shows & Game Broadcast)

Santa Ana Star Casino will receive the following elements on the lobo coaches show and lobo basketball game broadcasts:

- One (1) :30 spot and one (1) billboard in each Coaches Shows (25)
- Two (2) :30 spots and one(1) billboard in each game broadcast



XI. Naming Rights Assets:

Tamaya Enterprises will receive the following elements:

- Exterior signage prominently placed on the outfield wall facing University AVE
- Exterior signage place on the entrance to baseball stadium (Must be in university fonts)
- Interior signage placed on the 1st and 3rd walls
- Name placement on directional signage

XII. Additional Naming Rights Assets:

Tamaya Enterprises will receive the following elements:

- Media Guide logo placement
- Radio Broadcasts (We are here at Santa Ana Star Field)
- Golobos.com (Santa Ana Star Field Text and Logo Placement)
- Ticket Stocks for Baseball (Text on single game stock to read Santa Ana Star Field)
- Media Release Plan (Year (1) One)
 - One time press conference
 - One time press release

XIII. Marketing Assets:

- :30 Commercial on all Baseball live stream events
- Yearlong promotion at baseball events
- 50 Season tickets per year

XIV. Lobos in the Community:

- Baseball
 - Santa Ana Pueblo Night (Includes run out on the field and throw out the first pitch)
- Baseball Camps
 - Hitting Clinic
 - Pitching Clinic
 - Fielding Clinic
- Health & Wellness Clinic
 - Two (2) clinics per year from UNM Athletics Nutritionist
 - Two (2) clinics per year from UNM Athletics Strength Coaches
- Basketball Camp
 - One (1) basketball camp per year with either MBB or WBB Program
- TBD Camp
 - One (1) camp per year with one of the following golf, cross country, track & field, volleyball, soccer, or swimming program. UNM Athletics/Lobo Sports Properties will discuss camp options prior to each year and the Tamaya Enterprises Executive team will make a decision on which camp they choose.
- Camp/Clinic Details
 - UNM Athletics will provide the coaches and necessary team members to support an effective camp.
 - Each camp/clinic will last (2) hours
 - Any additional costs such as transportation, food and beverage, and apparel will be the responsibility of Tamaya Enterprises

From: Kyle James
Sent: Wednesday, April 5, 2017 2:50 PM
To: Michele Huff
CC: Brad Hutchins
Subject: UNM Presidents Suite
Attachments: UNM President's Office Partnership Agreement 17-18.docx

Michele,

Thanks for taking the time to chat! Please see the attached contract.

If you could please make the suggested updates and I will get this over to Kelvin Smith on our legal team for review.

Talk soon!

Kyle James
General Manager



UNM South Campus
1414 University SE | Albuquerque, NM 87131
O: 505-925-5511
M: 575-202-4675

Learfield



SPONSORSHIP AGREEMENT

THIS SPONSORSHIP AGREEMENT (“Agreement”) is made and entered as of the 7th day of March, 2017 between [UNM President’s Office] (“Sponsor”) and LOBO SPORTS PROPERTIES, LLC, a Missouri Limited Liability Company qualified to do business in the State of New Mexico (“Provider”).

BACKGROUND

- A. Provider holds the exclusive marketing and sponsorship rights for University of New Mexico (“University”) athletics.
- B. Sponsor wishes to provide support for the University by sponsoring University athletics.

NOW, THEREFORE, in consideration of the foregoing Background and other valuable consideration, Sponsor and Provider (each, a “Party” and together, the “Parties”) agree as follows:

1. Term of Agreement. This Agreement shall begin as of the date hereof and continue through June 30, 2020 (the “Term”). Each contract year during the Term (sometimes referred to as an “Athletic Year”) shall commence as of July 1 and continue for 12 months through June 30, except that the first contract year shall commence as of the date hereof and continue through June 30, 2018. 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. Sponsor agrees that any Benefits provided to or used by Sponsor under this Agreement will adhere to the limitations appertaining to “qualified sponsorships” as defined in Internal Revenue Code section 513(i) and Treasury Regulation 1.513-4. For purposes of this definition, qualified sponsorships are limited to those instances when the Sponsor receives no substantial return benefit from the arrangement other than the use or acknowledgement of the name or logo (or product lines) of the Sponsor. Use or acknowledgement in a qualified sponsorship may include: a) logos and slogans that do not contain qualitative or comparative descriptions of the Sponsor’s products, services, facilities or name; (b) list of Sponsor’s locations, telephone numbers, or internet address; and (c) logos or slogans that contain qualitative or comparative language that are an established part of the Sponsor’s identify. Advertising containing qualitative or comparative language, calls to action, or otherwise an endorsement of the Sponsor’s products is not included in this definition of a qualified sponsorship. 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 will notify Sponsor and offer Sponsor make-good benefits in lieu of the Benefit(s) Provider is unable to provide to Sponsor ("Alternative Make-Good Benefits"). The Alternative Make-Good Benefits will not, however, include tickets, hospitality, catering or similar benefits that involve an out-of-pocket cost to Provider. The Alternative Make-Good Benefits will 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 below. 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 in the amounts set forth below. Each payment shall be due by no later than thirty (30) days after the date of invoice applicable to such payment:

<u>Athletic Year</u>	Total Payment Invoiced as Follows:
----------------------	------------------------------------

2017-2018	\$50,000 NET
2018-2019	\$50,000 NET
2019-2020	\$50,000 NET

Total payments as follows:

2017-2018	\$50,000 NET due December 1 st , 2017
2018-2019	\$50,000 NET due December 1 st , 2018
2019-2020	\$50,000 NET due December 1 st , 2019

Provider shall bill Sponsor incrementally in the last annual installment, applicable gross receipts tax owed hereunder, and Sponsor shall promptly pay such amount on receipt of the invoice from Provider. Sponsor shall make all checks payable to Lobo Sports Properties, LLC. All late payments shall incur a late payment fee of 2% per month (24% APR) or the highest rate allowed by law, whichever is less, together with all costs and expenses of collection including attorneys' fees and court costs.

Sponsor Billing Information

Contact Name: Henry Nemcik

Telephone Number:

Mailing Address: UNM President's Office
MSC05 3300
1 University of New Mexico
Albuquerque, NM 87131

4. Extended-Season Radio. If any of the Benefits include radio broadcasting ads, then the Benefits relating to such ads shall only include 12 regular season football broadcasts and 29 regular season men's basketball broadcasts. 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 will notify Sponsor and offer make-good benefits to Sponsor in lieu of the Benefit(s) not received by Sponsor due to the Force Majeure condition ("Make-Good Benefits"). The Make-Good Benefits will be subject to Sponsor's approval which approval will not be unreasonably withheld, conditioned 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 Benefits 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 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.** 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 of the indemnifying party. For the avoidance of doubt and clarification, Sponsor acknowledges and agrees that Provider has no control over any of the athletic events in which a University team participates or the athletic venues in which the event occurs. Accordingly, Sponsor agrees that it has no right to bring a claim for indemnification against Provider or a claim directly against Provider (each a "Sponsor Claim") under any theory of law and will not therefore bring or make any Sponsor Claim under any theory of law against Provider arising out of or from any athletic event of the University or occurring in or about a University athletic venue.
8. **Termination.** In addition to all rights and remedies available under the law and this Agreement, each Party shall have the right but not the obligation, to terminate the Agreement if the other Party breaches any provision of this Agreement and such breach is not cured within ten (10) days of notice for a payment breach or thirty (30) days of notice for all other breaches.
9. **Arbitration.** The Parties agree that, in the event of a dispute between them relating to or arising out of this Agreement, the Parties will submit such dispute to binding arbitration as provided herein. All arbitrations will be conducted in Dallas, Texas, pursuant to the Commercial Arbitration Rules of the American Arbitration Association except as provided herein. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with law in any court of competent jurisdiction.

10. 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 Texas 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. Provider's Account Executive is not authorized to sign the Agreement on behalf of Provider.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

The Remainder of this Page is Intentionally Blank

Signature Page to Follow

**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:**

**UNM President's Office
MSC05 3300
1 University of New Mexico
Albuquerque, NM 87131**

**LOBO SPORTS PROPERTIES, LLC
UNM South Campus, MSC04 2680
1 University of New Mexico
Albuquerque, NM 87131-0001**

By: _____

By: _____

[Signature of General Manager]

Name: _____

Name: Kyle James

Title: _____

Title: General Manager

Date: _____

Date: _____

By: _____

[Signature of Senior Manager]

Name: Andrew Wieder

Title: Senior Manager – Business Development

Date: _____

EXHIBIT A

TO SPONSORSHIP AGREEMENT BETWEEN [UNM President's Office] AND LOBO SPORTS PROPERTIES, LLC

BENEFITS

University Stadium Sky Suite

- UNM President's Office will receive the President's hospitality suite at University Stadium. Specific elements include:
 - Use of sky suite for fifty (50) people
 - Fifty (50) tickets to each home game
 - Eight (8) parking passes
 - Access to club level buffet
- UNM President's Office will be responsible for the following:
 - Food, beverage and table linens if desired
 - Must coordinate with Levy's in terms of food, beverage and table linen orders
 - Additional food orders will be the responsibility of the UNM President's Office

From: Lee De León
Sent: Wednesday, April 24, 2013 9:34 AM
To: Michele Cameron;Ciara Michal Martinez;Joe McLean;Lauren S. Adee;Loriann Salgado;Reggie Garrett;Rob Clark;Valerie Arbogast
CC: jweiss@lobosportsproperties.com
Subject: Updated Benefits Grid & LSP Issue
Attachments: 2013-14 Benefits Grid.pdf; Past Due Notice from Lobo Club

Importance: High

Team,

Attached is the finalized 2013-13 Lobo Club benefits grid. It is on the shared drive under Annual Giving/2013-14.

Also, I wanted to let everyone know that we mistakenly sent some letters to LSP sponsors saying that they have a balance and will not receive Lobo Club benefits until they pay off their balance. LSP has already billed them for their Lobo Club contributions, so if any of them call and ask, please apologize and tell them to disregard the letter. See the attached email from Bank of the West as an example of what I'm talking about. Reggie, please pass this message along to the interns too.

GO LOBOS!

Lee De Leon
Associate Athletics Director for Development
Executive Director of the Lobo Club
University of New Mexico
Office: 505-925-5919
Cell: 505-331-7210
www.unmloboclub.com<<http://www.unmloboclub.com/>>

Join the Lobo Club Today by Clicking
Here<https://www.nmnathletics.com/donor/DonorProfile.dbml?DB_OEM_ID=26000>

This electronic message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, or exempt from disclosure under applicable law. If you have received this email in error, please notify us at the phone number of email address listed above

JOIN THE LOBO CLUB!



ANNUAL MEMBERSHIP BENEFITS

LOBO CLUB ASSOCIATE	WOLFPACK	RED HEAD	DIRECTOR'S CLUB	TURQUOISE LOBO	SILVER LOBO	GOLDEN LOBO	DIAMOND LOBO	SCHOLARSHIP LOBO
ANNUAL: \$50-\$99	\$100-\$249	\$250-\$499	\$500-\$1,249	\$1,250-\$2,499	\$2,500-\$4,999	\$5,000-\$9,999	\$10,000	\$16,627
MONTHLY: \$4.17-\$8.25	\$8.34-\$20.75	\$21-\$41	\$42-\$104	\$105-\$208	\$209-\$416	\$417-\$833	\$834	\$1,386

STUDENT-ATHLETE SUPPORT

Enhance the Student-Athlete Experience



RECOGNITION & COMMUNICATION

Tax Deduction	LOB							
Membership Card	LOB							
Decal and Pin	LOB							
Weekly Lobo Tracks Email	LOB							
Recognition in Online Business Directory	LOB							
Invitation to Exclusive Events	LOB							
Lobo Club E-Magazine	LOB							

AMENITIES

Reduced Greens Fees at UNM Championship Golf Course



Lobo Pride Pass (formerly Olympic Sports Pass)



Men's Basketball Halftime Event

2 PEOPLE 4 PEOPLE 6 PEOPLE

Scholar-Athlete Awards Banquet Invitation



TICKETS/PARKING

Postseason Ticket Priority	LOB	LOB	LOB	LOB	LOB	LOB	LOB	LOB
Football and Basketball Season Ticket Priority	LOB	LOB	LOB	LOB	LOB	LOB	LOB	LOB
Football Parking	DONOR IV	DONOR III	DONOR II	DONOR I	DONOR I	DONOR I	DONOR I	DONOR I
Women's Basketball Parking	LOB	LOB	LOB	LOB	LOB	LOB	LOB	LOB
Football Outdoor End Zone Club Seating	LOB	LOB	LOB	LOB	LOB	LOB	LOB	LOB
Women's Basketball Lobo Level	LOB	LOB	LOB	LOB	LOB	LOB	LOB	LOB
Men's Basketball Parking	DONOR V	DONOR IV or DONOR III	DONOR II	DONOR II	DONOR I	DONOR I	DONOR I	DONOR I
Football Zia Club	LOB	LOB	LOB	LOB	LOB	LOB	LOB	LOB
Football Indoor End Zone Club Seating	LOB	LOB	LOB	LOB	LOB	LOB	LOB	LOB
Men's Basketball Lobo Level	LOB	LOB	LOB	LOB	LOB	LOB	LOB	LOB

* Donations for tickets based on single ticket prices

* Tickets/Parking benefits determined by Lobo Scholarship Fund and Gift-In-Kind donations

* All parking based on availability

THE GATEWAY TO GIVING FOR UNM ATHLETICS • UNMLOBOCLUB.COM



LOBO CLUB COMMITMENT FORM

Account # _____

Total Pledge Amount \$ _____

Donor Name _____

Designated to _____

Spouse Name _____

Payment Frequency Monthly Quarterly Annually

Mailing Address _____

Check Enclosed

Phone Number(s) _____

Visa MasterCard American Express Discover

Email _____

Credit Card Number _____ Exp. Date _____

Signature _____

Signature _____

*Make checks payable to the "Lobo Club"

Anonymous Gift? Yes No Decline Benefits? Yes No

SIGN UP ONLINE AT UNMLOBOCLUB.COM

Referred by _____

 <p>ANNUAL MEMBERSHIP BENEFITS</p>										
	ANNUAL: \$50-\$99 \$4.17-\$8.25	WOLFPACK \$100-\$249 \$8.34-\$20.75	RED HEAD \$250-\$499 \$21-\$41	DIRECTOR'S CLUB \$500-\$1,249 \$42-\$104	TURQUOISE LOBO \$1,250-\$2,499 \$105-\$208	SILVER LOBO \$2,500-\$4,999 \$209-416	GOLDEN LOBO \$5,000-\$9,999 \$417-\$833	DIAMOND LOBO \$10,000 \$834	SCHOLARSHIP LOBO \$16,627 \$1,386	
STUDENT-ATHLETE SUPPORT										
Enhance the Student-Athlete Experience										
RECOGNITION & COMMUNICATION										
Tax Deduction										
Membership Card										
Decal and Pin										
Weekly Lobo Tracks Email										
Recognition in Online Business Directory										
Invitation to Exclusive Events										
Lobo Club E-Magazine										
AMENITIES										
Reduced Greens Fees at UNM Championship Golf Course										
Lobo Pride Pass (formerly Olympic Sports Pass)										
Men's Basketball Halftime Event								2 PEOPLE	4 PEOPLE	6 PEOPLE
Scholar-Athlete Awards Banquet Invitation										
TICKETS/PARKING										
Postseason Ticket Priority										
Football and Basketball Season Ticket Priority										
Football Parking										
Women's Basketball Parking										
Football Outdoor End Zone Club Seating										
Women's Basketball Lobo Level										
Men's Basketball Parking										
Football Zia Club										
Football Indoor End Zone Club Seating										
Men's Basketball Lobo Level										

* Donations for tickets based on single ticket prices

* Tickets/Parking benefits determined by Lobo Scholarship Fund and Gift-In-Kind donations

* All parking based on availability

From: Daniel Libit
Sent: Friday, May 05, 2017 3:22 PM
To: kjames@lobosportsproperties.com
Subject: IPRA Request

Dear Kyle,

Pursuant to the New Mexico Inspection of Public Records Act, I request the following materials:

1. Copies of all communications between employees of Lobo Sports Properties and employees of the University of New Mexico Foundation, relating to any licensing or naming-rights agreements for UNM Athletics, since Jan. 1, 2013.
2. Copies of all communications between employees of Lobo Sports Properties and employees or representatives of Dreamstyle Remodeling, which relate in any way to the naming-rights agreement for Dreamstyle Arena or Dreamstyle Stadium.
3. Copies of all communications between employees of Lobo Sports Properties and employees or representatives of Tamaya Enterprises, and/or Santa Ana Star Casino, which relate in any way to the naming-rights agreement for Santa Ana Star Field.
4. Copies of all licensing agreements entered into by Lobo Sports Properties on behalf of, or relating to, the University of New Mexico.

Thank you,

Daniel Libit

EXHIBIT P