

AMENDMENT NUMBER ONE
INTERCOLLEGIATE ATHLETICS AGREEMENT

THIS AMENDMENT NUMBER ONE is being made to the Intercollegiate Athletics Agreement, between Oregon State University (Host Institution) and Fresno State University (Visiting Institution) executed on February 15, 2017 ("Agreement"). Except for the terms contained in this Amendment Number One, and any other amendments, the terms and conditions of the Agreement shall remain in full force and effect.

California State University, Fresno Athletics Corporation

NOW, THEREFORE, the Agreement is amended as follows:

1. Section I SPORT is deleted in its entirety and replaced with the following:


"I. SPORT. The Visiting Institution's Football team will play on September 6, 2025 at a time TBD, at the Host Institution's facility in Corvallis, OR."

2. The following provision shall be added to the Agreement:

"SEVENTH: This Agreement shall be in effect as of the date of last signature below by each party's authorized representative and remain in effect until the conclusion of the competition described herein."

This Amendment is effective upon the date of the last signature set below.

OREGON STATE UNIVERSITY



Jacques Bruns
Sr. Associate AD - CFO

9/27/19
Date

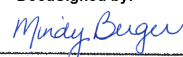
FRESNO STATE UNIVERSITY



Director of Athletics

Sept 26, 2019
Date

DocuSigned by:



Mindy Burger

10/10/2019 | 10:58:23 PDT

OSU Athletics Office

Date

Date

Contact Information:

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OSU #2020-001292 : Amendment 1 to 187174



AGREEMENT

THIS AGREEMENT is entered into as of the date of the last signature and is between OREGON STATE UNIVERSITY, Corvallis, Oregon (OSU) and FRESNO STATE UNIVERSITY, Fresno, California (FSU).
CALIFORNIA STATE UNIVERSITY, FRESNO ATHLETICS CORPORATION

WITNESSETH

WHEREAS, the parties desire to schedule two Football contests. The parties mutually desire that the game to be played hereunder should have maximum media exposure, including exposure via television and radio coverage,

NOW, THEREFORE, the parties hereto hereby agree as follows:

- I. **SPORT.** The varsity Football teams representing the respective parties will play each other on September 10, 2022, at FSU's stadium at a time TBD, in Fresno, CA., and on August 31, 2024, at OSU's stadium at a time TBD, in Corvallis, OR. FSU is the Host Institution and OSU is the Visiting Institution for the 2022 contest. OSU is the Host Institution and FSU is Visiting Institution for the 2024 contest.
- II. **GOVERNING RULES.** This competition shall be governed in all respects, including the eligibility of participants, by the rules, and regulations of the National Collegiate Athletic Association in addition to any other conference or association to which either or both of the parties may belong.
- III. **PAYMENT.** Host Institution agrees to pay game guarantee of \$250,000.
- IV. **OFFICIATING.** The officials shall be assigned and provided by the Host Institutions Conference.
- V. **COMPLIMENTARY TICKETS.** The Visiting Institution shall be allowed 300 (three hundred) complimentary tickets, and an additional allotment of 300 tickets to be sold on consignment. Unsold consignment tickets must be returned to the Host Institution's ticket office by noon on the day prior to the competition.
- VI. **OTHER ARRANGEMENTS.** None.
- VII. **SPIRIT GROUPS.** All uniformed Cheerleaders, yell leaders and members of the marching band shall be admitted to the game at no cost and be permitted to perform. Visiting Institution shall notify Host Institution of the total number of persons representing these groups no later than thirty (30) days prior to the game.
- VIII. **RADIO.** The Visiting Institution shall be provided space for one radio broadcast outlet for the non-exclusive regional terrestrial radio broadcast by the Visiting Institution's flagship station and additional terrestrial distribution on the Visiting Institution's regional network of terrestrial radio stations.
 - A. The Host Institution shall have unfettered regional terrestrial, national terrestrial and satellite radio rights, and any other audio distribution method now known, existing or hereafter developed. The Host Institution also shall have exclusive rights to sell national terrestrial radio rights.
- IX. **TELEVISION, VIDEO, FILM, AND INTERNET VIDEO STREAMING.** The parties hereto mutually desire that the game (s) to be played hereunder should have maximum media exposure, including national television exposure.
 - A. **Agreement to Telecast.** Each game covered hereunder shall be available for telecasting by the Host Institution. The Host Institution shall have all rights of telecast, including, but not limited to, national network television, national cable, Conference networks, Internet streaming, delayed telecasting, unlimited highlights, institutionally syndicated packages, and telecasting any and all other means. The Visiting Institution agrees to the following:

104 GILL COLISEUM • CORVALLIS, OREGON 97331 • (541) 737-7384

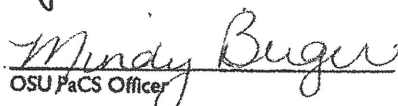
1. The scheduled start time for the game(s) is solely at the discretion of the Host Institution and may be changed up to 6 days in advance of the game in order to accommodate television.
 2. Any change in the date of the game(s), including changes for television, must be mutually agreed upon by the participating institutions.
 3. Media timeout formats are determined by the Host Institution's conference.
 4. The Visiting Institution may not telecast the game in any way or use any video from the Host Institution's telecast of the game without the written permission of the Host Institution's conference; provided, however, that the Visiting Institution shall be allowed the use of highlights of the game(s), not to exceed eight (8) minutes in length, for the sole purpose of producing coach's shows and season highlight presentations. This permission, if granted, must be within any limits set by the Host Institution's conference or telecast rights holder regarding amount of video (time elapsed), where the video may be seen or accessed (i.e., national vs. local TV, website, mobile device) and any other restrictions. Notwithstanding the above, immediately following the conclusion of each game hereunder, the Visiting Institution shall have the right to telecast audio and visual highlights not to exceed eight (8) minutes in length on the Visiting Institution's or the Visiting Institution's conference's controlled and operated Network (e.g. Pac-12 Network, Texas Longhorn Network, Big Ten Network, Min., etc.)
- B. Contact. Questions dealing with interpretations of the Pac-12 Basketball Television Agreements should be addressed to the Pac-12 Association Commissioner, television. Questions dealing with interpretations of the Visiting Institution's Conference Basketball Television Agreements should be addressed to the Visiting Institution's Associate Commissioner, Television.
- X. DEFINITIONS: For the purposes of this Agreement "Home Area Telecast" shall mean a release in one or more markets near the releasing Institution's main campus, but not on such a numerical (station) or geographical basis as to constitute a syndication. "Home Area," for Pac-12 Institutions, shall be defined as set forth in the Conference rules and regulations. "Home Area" for non-Pac-12 Institutions shall mean the area agreed to by the parties. "Delayed Release" shall mean presentation of a game telecast no earlier than the conclusion of the game.
- XI. FACILITIES. The Host Institution agrees to provide the Visiting Institution, at no cost to it, adequate facilities at the game site to originate a television broadcast of the game, or, if in the good faith determination of the Host Institution the facilities do not so permit, to provide the Visiting Institution a clean video feed and natural sound audio feed of its telecast, plus space for the Visiting Institution's announcers. The Host Institution or its television producer may charge the Visiting Institution's producer a customary fee in line with the industry guidelines for such a feed. Notwithstanding any other provision of this Agreement, the Host Institution shall not be required to make any alteration to or expansion of existing television or radio broadcast or press box facilities for the purposes of this Agreement.
- XII. DISTRIBUTION OF REVENUE. If the game is televised as part of a conference package or series, there shall be no rights fee paid the Visiting Institution or its conference. All of the television rights fee, if any, shall be retained by the Host Institution and its conference.
- In all other instances, any rights fees received by the televising institution(s) shall be retained by the televising institution(s) for both a live and delayed telecast of the game.
- XIII. NATURAL DISASTERS. This Agreement shall be void in the event that it becomes impossible to play the said contest for the reason of fire, flood, earthquake, war, invasion, hostilities, rebellion, insurrection, confiscation by order of the government, military, or public authority, or prohibitory or injunctive orders of any competent judicial or other governmental authority, civil or military, or other Acts of God and Nature or Acts of Common Enemy or failure of the Oregon Legislative Assembly to appropriate funds sufficient to meet this obligation. If, relative to this Article, the Agreement is canceled, any financial costs or obligations incurred by either party in connection with its performance hereunder prior to such cancellation shall be borne equally by the parties hereto.
- XIV. DEFAULT. In the event either party fails to comply with the conditions of this Agreement, for any reason other than those contained in Article XIII either by cancellation or failure to appear, shall forfeit money to the non-defaulting party in the amount of \$250,000 dollars unless such cancellation shall be upon the mutual consent of both parties, in which case this Agreement shall be null and void.
- XV. LIMITATION ON COSTS. Host Institution's obligation to pay any liabilities and damages under this Agreement is subject to the limitations of Article XI, Section 7 of the Oregon Constitution, the Oregon Tort Claims Act, ORS 30.260 to 30.300, and to the extent funds are lawfully available for such purposes.

(Signatures on the following page)

IN WITNESS WHEREOF, this Agreement has been executed in duplicate by each of the parties hereto, through its representative thereunto duly authorized.

OREGON STATE UNIVERSITY

 2/14/17
Jihad Ali Assistant AD- Business


OSU PaCS Officer

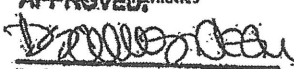
2/15/17
Date

Contact Information:

Jihad Ali - Assistant Athletic Director, Business
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Fax: 541-737-3570
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Please sign and return one (1) copy to above address

CALIFORNIA STATE UNIVERSITY, FRESNO ATHLETIC CORPORATION
FRESNO STATE UNIVERSITY


APPROVED Athletics

 2/9/2017
Deborah S. Adelman-Astoria
Board Chair
California State University, Fresno
Athletic Corporation

Date

Contact Information:

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