

**2012 COLLEGE FOOTBALL KICK-OFF EVENT AGREEMENT
UNIVERSITY OF MICHIGAN**

This event agreement entered into and effective the 14th of October, 2010 by and among Cowboys Stadium, L.P. ("CSLP"), ESPN, Inc. ("ESPN"), and the Regents of the University of Michigan ("Michigan" or the "Team") (the "Agreement"). This Agreement sets forth the terms and conditions specific to the Team as follows:

1. Date of Game: The Team agrees to play an official college football game in Cowboys Stadium in Arlington, Texas (the "Stadium") at a time to be determined by CSLP and ESPN on September 1, 2012 with the University of Alabama ("Alabama") designated as the Home Team and Michigan designated as the Away Team (the "Game"). Game officials will be a replay and on-field crew from the Big 12 designated by the Big 12 supervisor of officials.
2. Financial Guarantees; Ticket Pricing: CSLP will, within five (5) business days after the Game, pay Four Million and Seven Hundred Thousand U.S. Dollars (\$4,700,000) to Michigan (the "Team Guarantee"). The Team acknowledges that the Team Guarantee constitutes the sole financial compensation for the Team for playing the Game, and that no other compensation will be due or owed to the Team under this Agreement in connection with the Game. Notwithstanding the above, the parties agree that if Alabama is provided a greater financial guarantee than Michigan's Team Guarantee, then Michigan will receive additional consideration until its Team Guarantee is equal to that of Alabama. The parties acknowledge that the Team may be entitled to compensation from its conference related to the broadcast of the Game. CSLP is responsible at its expense for operating and staffing the Game consistent with the operations and staffing for a college football game at the Stadium, and will, except as explicitly set forth in this Agreement, retain all other revenues from the Game (including but not limited to concessions, Game programs, Game merchandise, Game sponsorships, suites, tickets). CSLP and ESPN acknowledge and agree that (a) all rights to telecast or distribute program(s) of the Games have been assigned by Michigan to the Big Ten (b) Michigan has no ability to grant to ESPN any rights for the telecast or distribution of Games played pursuant to this Agreement and (c) as between Michigan and ESPN, ESPN is responsible for obtaining such rights from the Big Ten.. Notwithstanding the foregoing, if ESPN has the broadcast rights, the parties agree that, as between the parties, ESPN shall have the exclusive right to (i) acquire a Game Title sponsor and (ii) distribute a broadcast of the Game in all means and media throughout the universe in perpetuity pursuant to and in accordance with its media agreement with the Big Ten. The Team shall have non-exclusive radio broadcast rights for its established radio networks which may include satellite and will be provided sufficient space in the Stadium to originate the broadcast. Additionally, the Team retains the rights to obtain and use its own recordings of the Game for teaching and coaching, highlight tapes, coaches' shows, and other similar uses and will be provided sufficient locations within the Stadium in this regard provided that the broadcaster shall have first camera positions in all locations.

CSLP shall establish ticket prices by location and other operational elements regarding ticketing and seat locations.

3. Team Tickets; Suites; Parking Passes: CSLP will provide to Michigan: (i) two hundred (200) tickets at no charge (locations to be agreed by the parties), (ii) two (2) suites designated by CSLP, (iii) seating for the Team's band, (iv) one of the field level party suites and the right to purchase 500 lower level tickets adjacent to the suite and (v) one hundred (100) parking passes designated by CSLP. In addition, the cheerleaders, dance team and the mascot for the Team will be admitted

into the Stadium for the Game at no charge. The Cowboys anticipate that there will be approximately 50 suites for sale to Alabama and Michigan for this game.

CSLP shall also provide a minimum of 25,000 tickets for Michigan to re-sell to its fans as specified on the stadium map attached as an addendum to this document.

4. Marketing and Merchandise; Media: ESPN and CSLP will have the limited right to use Team logos (in conjunction with ESPN, stadium images or logos) to market and promote the Game. CSLP (or an affiliate, Blue Star Graphics and Design) will have the sole right to produce and sell game-specific merchandise at the Stadium and surrounding areas, which includes the marks and logos of both teams with any royalties owed to the Team (or its assignees, e.g., CLC) waived for these purposes (or covered by the Team). CSLP will permit the Team, through one "official retailer" of the Team, to sell its merchandise in the stadium plaza (in a location determined by CSLP in its sole discretion), provided, that Team pays CSLP (or its designee, Legends Hospitality) 22% of gross revenues from such sales. In addition, CSLP (or its designee) shall also be permitted to sell Dallas Cowboys merchandise before, during and after the Game.

CSLP will be entitled to control and display all signage and video boards at the Stadium, provided, that such signage does not conflict with NCAA rules and, further, provided that CSLP will run messaging about Michigan on its video boards in a manner to be determined in its reasonable discretion. Notwithstanding the preceding sentence, CSLP agrees and acknowledges that the Team controls branding (e.g., headsets, uniform logos, and sports beverages) on its sideline.

ESPN will have the right to put a sponsored event mark at midfield (e.g. AT&T Classic) and two other event mark's or company logos at the twenty yard lines. In addition, ESPN will have the right to display the event logo or the corporate or event mark on the goal post wraps, sideline officials, 1st down markers and static soccer style signage on the sidelines. ESPN will consult with Michigan on the potential title sponsors in order to minimize any conflicts and the signage will conform with NCAA regulations.

5. Team Marketing Assistance: The Team agrees to cooperate reasonably in marketing and promotion of the Game by distributing promotional information to students, alumni, booster club(s) and displaying Game and ticket information in the Team's ticket offices, football stadiums, and other pertinent venues and outlets. The Team or ESPN, as the case may be, is required to provide a certain amount of raw game footage to be utilized in promotional efforts for the Event. The Team is required to use best efforts to make its head coach available for all standard and reasonable media sessions prior to the Event.
6. Damage to the Stadium: The Team shall provide the insurance set forth in Exhibit A. The Team shall indemnify CSLP and its affiliates, employees, owners, and contractors against any damages or losses resulting directly from the Team's use of the stadium.
7. Public Disclosures: Unless otherwise agreed, all parties to the Agreement agree to keep the terms of this Agreement confidential and not to disclose these terms to any other party, provided, however, that nothing in this Agreement shall in any way limit the ability of Michigan to comply with the State of Michigan Freedom of Information Act or any other laws or legal process concerning disclosures by public bodies. Michigan agrees that it will, to the extent permitted by law, provide notice to CSLP and ESPN prior to making any such disclosure and shall consult with CSLP and ESPN in good faith regarding the requested disclosure, provided that Michigan

will make the ultimate determination on whether such disclosure is required and such disclosure will not constitute a breach or threatened breach of this Agreement.

8. Alcohol Sales: Unless otherwise prohibited by law or the NCAA, CSLP (or its designee) may sell alcohol during the Game, provided, that (i) at the end of the third quarter, CSLP (or its designee) must cease the sale of alcohol in non-premium (i.e., non-club and non-suite) seats or areas, and (ii) CSLP (or its designee) utilizes its alcohol awareness and safety best practices (developed from NFL games) for the Game.
9. Additional Responsibilities: Michigan shall use its best efforts to make available to ESPN coaches and players in the game as ESPN may request for purposes of interviews and discussion.
10. Promotion and Publicity: Broadcaster shall have the right, and may grant others the right to reproduce, print, publish or disseminate in any medium, the name and likeness and voice of each Michigan player, coach or other team personnel appearing in or connected with the program and biographical material concerning such persons as well as Team's name, trademarks, service marks and logos, for information purposes and to advertise, promote, publicize and distribute the program of the Game and ESPN's programming services, but not as an endorsement of any product or other services.
11. This agreement is subject to the approval of ESPN's Board of Directors.


(one signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first hereinabove written.

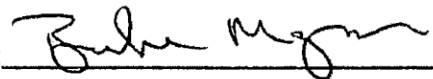
COWBOYS STADIUM, L.P.

BY: COWBOYS STADIUM GP LLC

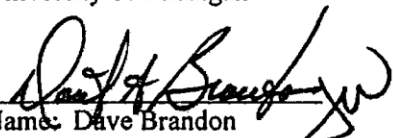
Its: General Partner

BY: 
Its: Asst. Secretary/SVP & GC

ESPN, Inc.

BY:  Burke Magnus
Its: SVP, College Sports Programming

University of Michigan


Name: Dave Brandon
Title: Director of Athletics

COLLEGE FOOTBALL KICK-OFF EVENT ADDENDUM

UNIVERSITY OF ALABAMA AND UNIVERSITY OF MICHIGAN

This event addendum ("addendum") is entered into on or about the date of last signature below by and among Cowboys Stadium, L.P. ("CSLP"), ESPN, Inc. ("ESPN"), The Board of Trustees of the University of Alabama, a public corporation and constitutional instrumentality of the State of Alabama, by and on behalf of The University of Alabama ("Alabama"), and the Regents of the University of Michigan ("Michigan"). CSLP, ESPN, Alabama, and Michigan may be referred to collectively herein as the "Parties." In the event the terms of this Addendum conflict with the terms of the individual kick-off event agreement of either team, the terms of this addendum shall govern. For any other items the terms of such individual agreements shall govern. In consideration of the mutual agreements and consideration specified herein, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

GENERAL

- 1) Game officials will be arranged by and at the expense of CLSP. The intent is to have Big 12 officials work this event.
- 2) CSLP will assist each university to obtain hotel rooms at favorable rates, for use of the institution's official travel party, team, fans and media. Such hotel rooms, and other costs of transportation and lodging, shall be at the cost and expense of the individual institution.
- 3) Each team shall be provided with an opportunity to practice/walk-through on Friday, August 31, 2012 – no facility rental fee will be charged. The institutions are responsible for any incidental expense associated with this practice/walk-through. Times to be determined.
- 4) CSLP will provide credentialing services and coordinate/manage game day media operations in cooperation and input from the institutions.
- 5) CSLP is responsible at its expense and cost for operating and staffing the Game consistent with the operations and staffing for a college football game at the Stadium. No facility rental will be charged to the institutions.
- 6) Both institutions will be treated equally for pageantry elements. Game scripting will be coordinated through CSLP and both institutions.
- 7) Both institutions will be responsible for securing team police escorts through the Arlington Police Department at each institution's expense.

TICKETS

- 1) Stadium Capacity 85,000: 64,000 reserved, 11,000 suite, 10,000 standing room only (general & suite).
- 2) Each institution will receive tickets for two (2) complimentary 20 person suites. Food and beverage will be the institutions responsibility.



Alabama
Plaza

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Michigan
Plaza



ALABAMA
MICHIGAN
CLUB SEATS