

## EXECUTION COPY

### VENUE LICENSE AGREEMENT

This venue license agreement ("**Agreement**") is entered into this 8<sup>th</sup> day of February, 2012 by and between Regents of the University of Michigan, for its Athletic Department (the "**University**"), having a business address at 1000 South State Street, Ann Arbor, Michigan 48109, and NHL Enterprises, L.P. ("**NHLE**"), having a business address at 1185 Avenue of the Americas, New York, New York 10036. For and in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. **License.** The University hereby irrevocably grants to NHLE the privilege and exclusive license to use the facility known as Michigan Stadium located on the main campus of the University of Michigan in Ann Arbor, Michigan (together with the surrounding parking lots SC-1, SC-4, SC-5, SC-6, SC-7 and SC-36 as detailed on the map attached hereto as Exhibit E and any other areas mutually agreed upon by the parties), the "**Big House**" or the "**Venue**") and in accordance with the additional rights and limitations thereto set forth in this Agreement, for the purpose of holding one (1) live professional hockey game (the "**Game**") featuring the Detroit Red Wings and the Toronto Maple Leafs, and for other activities as set forth in this Agreement and as may be mutually agreed to by the parties.

- a. **Game Date.** The Game will take place on January 1, 2013 at a time to be determined by NHLE or, in the event that the Game is postponed due to a Force Majeure Event (defined in Section 2(b) below), the Game will take place on January 2, 2013, at a time to be determined by NHLE (the "**Alternative Date**"). Start times are subject to change by NHLE.
- b. **Additional NHLE Events.** In addition to the Game, and subject to Team Practices (defined below), NHLE shall have the right during the License Period (defined below) to schedule with the University and hold ancillary events and activities at the Big House. As of the date of this Agreement, the parties expect that these ancillary events will consist solely of NHLE sponsor skates, a media skate, and executive VIP skates for participating teams, provided that NHLE may hold additional ancillary events subject to the consent of the University in each instance (the "**Ancillary Events**"). As between NHLE and the University, NHLE shall retain one hundred percent (100%) of any revenue generated from the Ancillary Events. For the purposes of clarity, Ancillary Events will be small-scale, non-ticketed, private events that will require minimal, if any, staffing. NHLE may be permitted to use premium areas of the Venue in connection with the Ancillary Events on further mutual agreement of the parties, following NHLE's request therefor. (For purposes of this Agreement, the Game, Team Practices (defined in Section 1(d) below) and any Ancillary Events collectively will be referred to as the "**Event**".)
- c. **Intentionally Omitted.**
- d. **Team Practices.** Team practices for the two (2) participating NHL teams are currently scheduled to be held on either December 30, 2012 or December 31, 2012, for up to two (2) hours each ("**Team Practices**"). Team Practices will not be open to the public, provided that NHLE, in its sole discretion, may make Team Practices open to team families, designated sponsors and/or the media. The timing and date of the Team Practices are subject to change by NHLE due to weather and ice conditions. The University will provide, at its own expense, such Venue-related services described in Exhibit A, as the parties mutually agree are necessary for the Team Practices.

- e. **Venue Rules.** NHLE will cooperate with the University in notifying fans, guests, invitees, ticket holders and others entering the Venue during the Event of the University's rules, policies and procedures regarding the Venue. A copy of the University's Gameday Rules for Michigan Stadium is attached here as Exhibit D. NHLE will make commercially reasonable efforts to conduct the Game in a manner that permits full compliance with the University's Gameday Rules. Notwithstanding the foregoing, NHLE and the University shall cooperate to modify and amend Venue rules, policies and procedures if and as necessary to accommodate the Events.

## 2. **Cancellation.**

- a. **Cancellation.** Notwithstanding anything to the contrary contained herein, the University acknowledges and agrees that NHLE shall, in its sole and absolute discretion, have the right to cancel any Event(s), including the Game, due to a Force Majeure Event (a "**Force Majeure Cancellation**") by delivering written notice thereof to the University anytime up to and including the day of the applicable Event(s). In addition, NHLE shall, in its sole and absolute discretion, has the right to cancel any Event(s), including the Game, due to any work stoppage or other activity including a strike, work action, lock out or any other events arising at any time after September 15, 2012 in whole or in part due to the lack of a collective bargaining agreement between the National Hockey League ("**NHL**") and any labor organization representing a majority of NHL players, even if as the result of intentional conduct by the NHL and or NHLE (a "**Work Stoppage Cancellation**"). In the event NHLE delivers notice of a Force Majeure Cancellation or a Work Stoppage Cancellation (which, in each case, may be delivered anytime including the day of the applicable Event(s)), the University's sole and exclusive remedy shall be:

(1) If cancellation occurs prior to and including November 2, 2012, to retain the One Hundred Thousand (\$100,000) initial Consideration payment outlined, in Section 4(a), below (the "**Initial Consideration Payment**"); or

(2) If cancellation occurs on November 3, 2012 or later, to retain the Initial Consideration Payment and obtain reimbursement for all documented actual out-of-pocket expenses reasonably incurred by the University in connection with the cancelled Event(s) prior to cancellation.

For the avoidance of doubt, the University shall not be entitled to retain any Consideration payments made to it on November 2, 2012 or later in the event of a Force Majeure Cancellation or Work Cancellation and shall be required to promptly refund to NHLE any such Consideration payment in the event of cancellation, subject to the University's right to offset for its documented actual out-of-pocket expenses reasonably incurred by the University in connection with the cancelled Event(s) prior to cancellation, provided that the University's right to offset will be subject to NHLE's approval and to the University's furnishing NHLE with receipts and other documentation reasonably requested by NHLE to substantiate such expenses and the University's payment thereof, and provided further that the University shall use commercially reasonable efforts to mitigate such expenses.

- b. **Definition.** For purposes of this Agreement, a "**Force Majeure Event**" will mean any causes beyond NHLE's control, including acts of God, labor disruptions, lockouts and/or strikes (other than those causing a Work Stoppage Cancellation), riots, insurrections, civil disturbances, weather, sabotage, embargoes, blockades, acts of war, acts or failures to act of any governmental or regulatory body (whether civil or military, domestic or foreign), governmental regulations imposed after the fact, regional power failures, fires, explosions, floods, accidents, epidemics, earthquakes or other natural

or manmade disasters, and all occurrences similar to the foregoing, which render the production of the Event (or any portion thereof) impossible or, in NHLE's good faith and reasonable opinion, commercially impracticable.

- c. **Limited Remedy.** Without limiting either party's indemnification obligations hereunder, (i) NHLE hereby agrees to waive, release and discharge, and covenant not to sue in connection with or assert, any claims against any of the University Parties (defined in Section 16(a) below), at law or in equity, for damages which are indirect, consequential, incidental, punitive and/or special, including lost profits, suffered in connection with the Event or this Agreement, and (ii) the University hereby agrees to waive, release and discharge, and covenant not to sue in connection with or assert, any claims against any of the NHLE Parties (defined in Section 16(b) below), at law or in equity, for damages which are indirect, consequential, incidental, punitive and/or special, including lost profits, suffered in connection with the Event or this Agreement.

3. **Term; License Period; University Access.**

- a. **Term.** The term of this Agreement will commence on the date hereof and will continue until the expiration of the license described in Section 10(b) below (the "Term").
- b. **License Period.** NHLE will be given full and, subject to Section 3(c), exclusive use and access rights to the visitor locker rooms and other mutually agreed upon areas of the Venue by or before 12:01 am on December 1, 2012 (the "License Period Start Date"), including for the purpose of constructing, erecting and installing the Rinks (defined in Section 12(a) below) and the temporary seating, if any, for the use and storage of any equipment necessary for the Event, and for designing and conducting the Event. Except as set forth in clause (iv) below, and subject delays caused by weather or Force Majeure Event, NHLE will remove the Rinks and its equipment and materials from the Venue by 12:01 a.m. (EST) on the seventh day following the completion of the last planned Event, weather permitting in each instance (the "License Period End Date"). The parties understand and agree that no Event shall occur after January 2, 2013, as it is the intent of the parties that the License Period End Date will occur no later than January 9, 2013, such date being the first day of classes for the University of Michigan's Winter 2013 term. NHLE understands and agrees that a License Period End Date of no later than January 9, 2013 is material to the University in order to allow the operations of the University, including its athletic campus and parking, to return to normal status at the start of the academic term. (The period commencing on the License Period Start Date and ending on the License Period End Date will be referred to as the "License Period".) NHLE's access to the Venue will be given in accordance with a plan mutually agreed upon by the parties; provided that (i) NHLE personnel will have reasonable access to the Venue for a mutually agreed-upon time prior to the License Period Start Date in order for NHLE to set up offices (described in Section 12(b) below), store materials and equipment, and otherwise conduct business relating to the Event; (ii) NHLE personnel will have reasonable access to the Venue at all times during the License Period to the extent necessary for such personnel to fulfill his or her obligations relating to the Event; (iii) any NHLE personnel provided with access to the Venue will be subject to the University's customary security and other requirements; and (iv) subject to the University's approval, NHLE personnel will have reasonable access to the Venue for a mutually agreed upon time after the License Period End Date in order for NHLE to remove the temporary seating, if any. Except as otherwise expressly stated in this Agreement, NHLE's use of and access to the Venue during the period commencing on the License Period Start Date and ending on the License Period End Date will be unfettered. The University will cooperate with NHLE in good faith to facilitate NHLE's reasonable needs and requests during the License Period.

- c. **University Access.** Notwithstanding NHLE's rights of access to the Venue described in this Agreement, the University will continue to have access to the Venue (other than the field area) during the License Period to permit it to continue to conduct its operations and otherwise operate its business, including holding University events and activities within the Venue or renting to, licensing or otherwise permitting other third parties to use certain areas of the Venue, (collectively, "**University Activities**"). For the avoidance of doubt, nothing in this Agreement will preclude the University from using all areas of the Venue, except the field and any areas to which NHLE is given exclusive access by further agreement of the parties, provided that such University uses shall not interfere with NHLE's uses of any areas of the Venue as agreed-upon by the parties. Further, (1) the University will not make any portion of Michigan Stadium or University Athletic Department-controlled access roads and parking areas available for rental or use by any other (non-University) third party commencing on December 17, 2012 and continuing through the day of the Game; and (2) starting on December 22, 2012 and continuing through the day of the Game, the University will not use any portion of the Venue, except for parking lots SC-4, SC-5, SC- 6, SC- 7 detailed on Exhibit E on December 24, 2012 and for home basketball games, for University purposes.

4. **Payment.** In full consideration of the grant of rights and licenses hereunder, and for the use of the Venue as provided herein, NHLE agrees to pay the University, and the University agrees to accept, the following:

- a. **Consideration.** NHLE will pay the University an aggregate amount equal to Two Million Eight Hundred Fifty Thousand Dollars (\$2,850,000) (the "Consideration"), which shall be substantially and primarily for the intangible rights granted herein.

The Consideration will be paid according to the following payment schedule: One Hundred Thousand Dollars (\$100,000) upon execution of this Agreement; Two Hundred and Fifty Thousand (\$250,000) to be paid on November 2, 2012; One Million Dollars (\$1,000,000) to be paid on December 7, 2012; One Million Dollars (\$1,000,000) to be paid on December 28, 2012; Five Hundred Thousand Dollars (\$500,000) plus One Hundred and Fifty Thousand Dollars (\$150,000) only if the amount becomes due pursuant to Section 7 (a) on January 18, 2013.

Unless otherwise provided herein, invoices issued by the University will be payable by NHLE within thirty (30) days of receipt, unless NHLE disputes such invoice in good faith within such thirty-day period. To the extent NHLE has expressly assumed responsibility for payment of any out-of-pocket costs or expenses pursuant to this Agreement in excess of the Consideration, NHLE's obligation to reimburse the University therefor will be subject to NHLE's approval and to the University's furnishing NHLE with receipts and other documentation reasonably requested by NHLE to substantiate such costs and expenses and the University's payment thereof.

- b. **No Other Fees.** Other than the Consideration and any other amounts for which NHLE assumes express responsibility under this Agreement, neither NHLE nor any of the other NHLE Parties (including broadcast partners) will be obligated to make any payments (including origination fees) in connection with the Event or any exploitation thereof.

5. **Ticket Sales, Seating Areas and Capacity.** Except as otherwise provided in this Agreement, NHLE will have the exclusive right to sell and/or to hire vendors of its sole choice to sell all tickets for the Game and to retain one hundred percent (100%) of the revenue from such ticket sales, including service charges, ticket commissions and rebates. As between NHLE and the University, NHLE will be responsible for all out-of-pocket costs associated with the sale of tickets. The following shall also apply:



- a. **Ticket Price.** Ticket pricing for the Game will be determined by NHLE in its sole discretion.
- b. **Seating.** There will be no general seating tickets or tickets which do not have a specified seating assignment sold for the Game. NHLE may provide additional, temporary seating, subject to the University's approval pursuant to Section 12(g) below, which approval will only be withheld in the instance of non-compliance with (i) the Americans With Disabilities Act of 1990, Pub. Law 101-336, U.S.C. § 12101 et seq., together with any applicable federal, state or local law, rule, ordinance, regulation, order, or policy as now or at any time hereafter in effect enacted in connection therewith (the "**ADA**"), (ii) any applicable local health and safety or fire laws, codes, ordinances, statutes, requirements, orders and regulations, and/or (iii) any University rules, regulations, requirements, orders and regulations of which NHLE is provided with reasonable advance written notice.
- c. **Ticketback Language.** NHLE will, in consultation with the University, have full control and approval of the preparation of the tickets, including any legal disclaimers, rights of permission or other language that will appear on the tickets. The University will provide NHLE with its standard ticketback language and NHLE will include as much of that language on its tickets as permitted by space limitations. NHLE will endeavor, in particular, to include the University's list of items prohibited from being brought into Michigan Stadium. Regardless of whether or not all such prohibited items are stated on NHLE's tickets, NHLE understands that the University will not permit such items to be brought into the Venue for the Game or Ancillary Events.
- d. **On-Sale Date.** Tickets will go on sale to the public on a date to be determined by NHLE (the "**On-Sale Date**").
- e. **Sales Methods.** NHLE will, in consultation with the University, have full control and approval of the methods by which Game tickets are sold. All online sales, distribution and transmission of tickets for the Event will be handled by NHLE through its designated ticket distributor(s). NHLE may sell tickets offline through its box office and/or through the Red Wings' box office.
- f. **Tickets to be Offered to the University.** Prior to public sale, the University will be entitled (but not required) to purchase tickets for the Game in quantities and at seat locations to be determined in the sole discretion of NHLE. NHLE will sell the University all tickets made available pursuant to this Section 5(f) at face value. The University shall pay NHLE's invoice for tickets purchased from NHLE under this Section 5(f) upon receipt thereof, and upon NHLE's receipt of such payment (i) NHLE will release the purchased tickets to the University, and (ii) NHLE will be responsible for remitting to the appropriate authority/ies any taxes, surcharges and fees paid by the University as part of the purchase price. The University shall resell such tickets solely in accordance with a ticket selling plan mutually agreed to by the parties and, as between the parties, will retain all revenue received by the University therefrom. For the avoidance of doubt, (A) the University shall not be permitted to sell ticket packages on the secondary ticket market, and (B) the University shall not impose a service charge or other premium on the purchaser of such tickets without the prior written consent of NHLE.
- g. **Suites.** NHLE shall have the first opportunity to use and/or sell all Big House suites and boxes for the Game and shall retain one hundred percent (100%) of the revenue from such suite sales.
- h. **NHLE Liaison.** The University shall identify a liaison from its ticket office to familiarize NHLE with seating configurations, and to assist NHLE with developing ticket manifests and other ticket-related tasks; and

- i. **Request for the University to Sell Tickets.** The University shall consider any request from NHLE, made at any time after determination of the On-Sale Date, that the University sell Game tickets at the ticket windows of the Big House or such other ticket offices where tickets to events held in the Big House are customarily sold, at prices and subject to service charges and similar fees (if any) as may be specified by NHLE. The University may not impose any service charge or similar fee or take any commission on such ticket sales other than as specified by NHLE and then solely for the benefit of NHLE and NHLE shall receive one hundred percent (100%) of the revenue from such tickets sold by the University pursuant to NHLE's request. NHLE will reimburse the University for any reasonable, actual and documented costs and expenses incurred by the University in selling Game tickets above the University's customary costs and expenses for maintaining such ticket windows at the Venue. The University shall make reasonable efforts to accommodate such requests from NHLE, subject to the availability of University staff and resources.
- j. **Advertising for Ticket Sales.** NHLE will have sole control over all advertising and promotion of ticket sales for the Event. The University will notify NHLE reasonably in advance of any language required under applicable local and State law to be incorporated into such advertising and promotions.

6. **Advertising and Sponsorships.** Subject to the terms of this Agreement, NHLE will have the sole, exclusive and unrestricted right to sell advertising and sponsorships relating to the Event (including Game title and presenting sponsorships and advertising in, on and around the Venue for display during the License Period), and to retain one hundred percent (100%) of the revenue therefrom. For the avoidance of doubt, (a) NHLE's right to sell advertising and sponsorships relating to the Event will be without regard to or consideration of any existing advertisers or sponsors in, on and around the Venue or to any exclusivity obligations to which the University or the Venue may be subject, and (b) NHLE and its advertisers and sponsors may lawfully display and serve products, and may offer promotional samples and giveaways, in, on and around the Venue throughout the License Period (including during press conferences and in non-public areas of the Venue such as suites and private hospitality areas), without regard to or consideration of any existing advertisers or sponsors in, on and around the Venue or to any exclusivity obligations to which the University or the Venue may be subject. Notwithstanding the foregoing, if applicable, beer and/or alcohol advertising and service shall be executed in accordance with, and subject to, all applicable laws and regulations governing such liquor and/or beer advertising and service, provided that the restrictions, if any, imposed under the University's regulations shall not be any more onerous than those imposed under applicable law. As between the University and NHLE, NHLE is responsible for the costs associated with any Event-related advertising in, on and around the Venue, including the cost of installation and removal, if any, related to such advertising. During the License Period, NHLE may, in its discretion and at its sole cost and expense, cover, block or obscure the visibility of signs, graphics, posters, banners, inflatable displays and/or any other type of display advertisements in, on or around the Venue. Notwithstanding anything to the contrary in this Section 6, in the event that there is a conflict between: (i) a NHLE sponsor in the soft drink, water and/or hot beverage category; and (ii) a University sponsor that exists as of the date of this Agreement in the soft drink, water and/or hot beverage category, NHLE may only do the following:

- a. Provide NHLE sponsor(s) in the soft drink, water and/or hot beverage categories with rink board and in-ice logo branding and advertising exposure;
- b. Serve NHL-sponsored product(s) in the soft drink, water and/or hot beverage categories in staff and media areas, player bench and locker rooms, at press conferences and in certain Venue suites designated by NHLE;
- c. Permit NHLE sponsor(s) in the soft drink, water and/or hot beverage categories to have a presence at, and participate in, Spectator Plaza, including the ability to provide sampling opportunities; and

- d. Cover conflicting sponsor Venue signage in the soft drink, water and/or hot beverage categories with non-competing sponsor or “neutral”, Event-logoed signage.

7. **Concessions and Merchandise.**

- a. **Concessions.** NHLE will negotiate directly with the University’s designated food and beverage concessionaire regarding sales of food and non-alcoholic beverages in and around the Venue during the License Period, provided that (i) the University will make good faith efforts to facilitate the discussion between NHLE and the designated food and beverage concessionaire toward NHLE’s goal to ensure that the financial terms offered to NHLE by such concessionaire are no less favorable than those enjoyed by the Venue’s primary tenant pursuant to its agreement with such concessionaire for sales of food and beverages at the Venue; and (ii) the University shall render such assistance in connection with NHLE’s negotiations with such concessionaire as may be reasonably requested by NHLE. As between NHLE and the University, NHLE will retain one hundred percent (100%) of all revenue from concession sales of food and non-alcoholic beverages in and around the Venue during the License Period (including from all suites) according to its agreement with the food and beverage concessionaire. Irrespective of the identity of the food and beverage concessionaire, the University shall provide NHLE and its concessionaire with full access to and use of all University-owned or controlled portable and permanent food and beverage concession stands, including permanent and non-permanent selling locations (*i.e.*, portable carts and permanent stores).

With regard to alcoholic beverages, the University will timely apply for the necessary license(s) and/or permit(s) to permit sales of alcohol at the Game and will provide for the sale and service of alcoholic beverages at the Game. NHLE understands and agrees that the University may use its concessionaire or other vendor (approved by NHLE) to fulfill this obligation. Notwithstanding any other provision of this Agreement, the University shall be solely responsible for all costs and expenses related to securing the necessary liquor license(s). Additionally, the University and NHLE will continue their efforts to identify and pursue alternative means by which a third party concessionaire may lawfully be authorized and licensed to sell and serve alcohol at the Game. In the event that a lawful means is identified and implemented, by which a third party concessionaire may be authorized and licensed to sell and serve alcohol at the Game and NHLE and the third party concessionaire are able to enter an agreement reasonably acceptable to NHLE, Section 4(a) will be modified such that the aggregate amount of Consideration paid to the University by NHLE shall be increased to Three Million Dollars (\$3,000,000).

- b. **Merchandise.** NHLE will have the exclusive right to sell, and/or to hire vendors of its sole choice to sell, NHLE-licensed merchandise and novelties such as t-shirts, program books and souvenirs relating to the Event (“**Merchandise**”), including in and around the Venue during the License Period. As between NHLE and the University, NHLE will retain one hundred percent (100%) of all revenue from such Merchandise sales. The University shall provide NHLE and its concessionaire with full access to and use of all University-owned or controlled portable and permanent merchandise concession stands, including permanent and non-permanent selling locations (*i.e.*, portable carts and permanent stores), for purposes of selling Merchandise in and around the Venue as described herein. The University will not authorize or permit any merchandise other than Merchandise to be sold within the Venue during the License Period.

8. **Parking.**

- a. **University Athletic Department-Controlled Parking.** The University shall provide NHLE with all University Athletic Department-controlled parking within the Venue on the day of the Game and such parking as agreed upon by the parties for other Ancillary Events. NHLE shall be entitled to one hundred percent (100%) of all gross revenue from such parking. However, on the day of the Game, NHLE will make available to up to eight hundred (800) members of the Game Day Staff, at no charge to the University or such Game Day Staff, (i) parking within the Athletic Department-controlled parking lots provided to NHLE, and/or (ii) ground transportation from a mutually agreed-upon off-site location to the Venue. The University shall provide NHLE with a limited number of free parking spaces for NHLE's working personnel and contractors, for business use in connection with the Game, Team Practices and Ancillary Events, in addition to operations and broadcast compounds, and parking of trailers and materials for the duration of the License Period, in a number and location to be mutually agreed upon by the parties. The University will issue the required parking passes to NHLE and its working personnel and contractors. Notwithstanding any other provision of this Agreement, NHLE understands that its proposed Alternative Date for the Game, January 2, 2013, is a regular business day for the University and the University may be unable to provide NHLE with exclusive use of access roads and parking adjacent to the Big House as otherwise discussed herein on that Alternative Date.
- b. **Other Resources, Property or Facilities not Owned by the University.** It is understood that the University does not own or control all property adjacent to the Venue and which NHLE may want to use (including parking), or all services which NHLE may desire to secure (including municipal shuttle bus service), relative to the Game, Team Practices or other Ancillary Events. The University shall only be obligated to deliver to NHLE those parking spaces adjacent to the Venue which are owned or controlled by the University's Athletic Department for NHLE's use for the Game, Team Practices and, as otherwise agreed by the parties, for NHLE's use for other Ancillary Events during the License Period. The University will use good faith efforts to assist NHLE in its efforts to secure access to and availability of such additional parking, municipal shuttle bus service and other non-University-controlled properties and services which NHLE may reasonably require in connection with the foregoing.

9. **Television and Radio; Copyright.** As between the parties, NHLE will, in perpetuity and in all media now known or hereinafter created, irrevocably own all worldwide right, title and interest (including copyright) in and to (i) the Event, including television, radio and online productions thereof, and excerpts therefrom (the "**Broadcasts**"), (ii) all feeds recorded in connection with the production of such Broadcasts, and (iii) all other photographic, audio and audiovisual recordings made by or on behalf of NHLE and relating to the Event, including accounts and descriptions of the Event, programming relating to the preparation of the Venue for the Event (including Venue site visits, practices, construction and installation of the Rinks), and other information and materials concerning the Event (such Broadcasts, excerpts, feeds, recordings, accounts, descriptions and other information and materials created, produced, distributed or recorded hereunder are collectively referred to herein as the "**Works**"). Without limiting the generality of the foregoing, as between the parties, NHLE will own (x) all rights under the U.S. Copyright Act and Communications Act, the Canadian Copyright Act, state law, and copyright and other laws of other jurisdictions, now or hereafter in effect, with respect to the Works, and (y) the right to receive all royalties or any other amounts paid under copyright or other laws of the United States, Canada and all other jurisdictions with respect to the retransmission of the Works; provided, however, no provision contained herein shall prohibit the University from making fair use or other uses authorized under the copyright act (*e.g.*, 17 U.S.C. §§107-122) or any lawful uses of trademarks (*e.g.*, fair use) of the Works identified in this Section 9.



- a. **Restrictions on Recordings.** The University is expressly prohibited from making audio or audiovisual recordings of the Event or from taking still photographs of the Event and from authorizing others to do so on its behalf. This prohibition shall not include recordings made as part of the ordinary control of the property in connection with maintenance, security or incident management, provided that the University shall not permit any such recordings to be used for purposes other than maintenance, security, or incident management.
- b. **Limited Footage License.** Notwithstanding the foregoing, NHLE hereby grants to the University a limited, non-exclusive, non-transferable, royalty-free, paid-up license in perpetuity to incorporate up to five (5) minutes total run time of audiovisual recordings of the Event (which shall be comprised of clean highlights from the broadcast Melt Reel, to the extent NHLE has access to the broadcast Melt Reels) into the University's internal presentations (*e.g.*, to University employees), editorial-type television programming in the Venue's local television market (*e.g.*, regularly-scheduled Venue-related news/magazine shows), and/or in-stadium presentations, all solely for exhibition on a non-commercial basis and all subject to the terms and conditions of NHLE's footage license agreement, attached hereto as Exhibit B and incorporated herein by this reference. To the extent available to NHLE, NHLE will provide the University with the entire Melt Reel, from which the University will select and identify up to five (5) minutes of highlights, which are subject to NHLE's prior written approval, for its use pursuant to this Agreement and Exhibit B. In addition to other rights granted herein, the University will be permitted to use up to sixty (60) seconds of highlights on University websites to provide the public with information of news and events at the University. As an alternative to the Melt Reel, NHLE may choose to provide the University with the nhl.com highlight package, from which the University may select and identify up to five (5) minutes of highlights, which are subject to NHLE's prior written approval, for its use as described here. Any use of such audiovisual footage other than as described above in this Section 9(b) will: (i) also be subject in each instance to NHLE's prior written approval; and (ii) subject to the University's payment to NHLE of a license fee calculated at NHLE's then-current partner discount rate. NHLE may, at its own discretion, waive such license fees. NHLE will make available to the University such recordings as the University will reasonably request in connection with each such approved use. The parties will mutually agree on a means by which approvals under this Section 9(b) are to be sought and given or withheld (including with respect to e-mail addresses, and submission formats).
- c. **Limited Still Picture License.** Notwithstanding the foregoing, NHLE hereby grants to the University a limited, non-exclusive, non-transferable, royalty-free, paid-up license to use and display a reasonable number of still pictures of the Game or any portion of the Event for its internal use only (*i.e.*, no use or incorporation of or reference to third-party trademarks, products or services in or in connection with such pictures). For purposes of this section, the University's internal uses shall be of the same nature and scope as those referenced at Section 9(b) above, provided that each such use will be subject in each instance to the prior written approval of NHL Images in its sole discretion, and provided further that NHLE may terminate the license granted under this Section 9(c) on thirty (30) days prior written notice to the University in the event NHLE's right to grant such license expires or is otherwise terminated. The parties will mutually agree on a means by which approvals under this Section 9(c) are to be sought and given or withheld (including with respect to e-mail addresses and submission formats).
- d. **Exclusions.** The rights granted by NHLE to the University under Section 9(b) and Section 9(c) above will only relate to the copyright in the audiovisual recordings and pictures and in no event will any license granted under either such Section extend to any rights relating to the names, voices and/or likenesses of the individuals depicted therein, including rights of publicity of any players and rights

of privacy of any spectators, or to any rights relating to any trademarks depicted therein, other than those owned or controlled by NHLE. To the extent any authorized use of pictures and recordings hereunder includes any trademarks owned or controlled by NHLE, (i) NHLE hereby grants the University a limited, non-exclusive, non-transferable, royalty-free license in perpetuity to use such trademarks solely for such authorized purpose, and (ii) any and all good will arising in connection with such use will inure to the sole benefit of NHLE.

- e. **Other Sources.** Nothing in this Section 9 shall preclude or prohibit the University from obtaining the lawful right to use footage or still pictures of the Event from any other source. For the purposes of clarity, the University shall not be permitted to use its own, or engage a third party, videographer or photographer to make recordings or take photographs of the Event.

10. **Advertising and Marketing; Use of University Trademarks.**

- a. **Control; Approval Rights.** NHLE will have sole control and approval rights over all advertising, marketing, promotion and media for the Event, issuing any press release or public statement concerning the Event, subject to the provisions of Section 10(b), below.
- b. **License of University Marks.** The University hereby irrevocably grants to NHLE a limited, non-exclusive, royalty-free, worldwide license and right, in any and all media now known or hereafter created (including television, Internet, newspaper, print media, outdoor advertisements or announcements, signage, handbills, booklets, programs and press releases), for a period of twenty-five (25) years from the date hereof, to use the following University-related trademarks: "Big House", "Michigan Stadium", and photographic images or artistic renderings of Michigan Stadium (collectively, the "**University Marks**") for purposes relating to the Event, including: (i) in any and all advertising and promotion relating to the Event; (ii) in and in connection with any logo(s) created for the Event (the "**Event Logo(s)**"); and (iii) on any merchandise relating to the Event. In addition, the rights granted to NHLE hereunder will include the right of NHLE to incorporate trademarks, service marks, logos and other branding of any of its Event sponsors into the Event Logo(s). Notwithstanding any provision of this Agreement to the contrary: 1) NHLE will not co-locate any University Mark (a) on any advertising or Event promotion, (b) on any logo(s) created for the Event, or (c) on any merchandise relating to the Event, with the mark, logo or other branding of any Event sponsor that manufactures, distributes, or is otherwise identified with alcoholic beverages in such a way that suggests, in the University's reasonable determination, that the University is sponsored by, or otherwise affiliated with, such Event sponsor; 2) NHLE will not use or reference University Marks in any manner that would or could be interpreted to disparage the University of Michigan; and 3) all uses of a University Mark as allowed herein, whether for the official Event logo, Event-related merchandise, or otherwise, are subject to the University's prior written approval of representative samples of such uses, which shall be given or denied within three (3) business days of NHLE's request for same. Notwithstanding the foregoing, the University recognizes that certain time sensitive uses of the University Marks may require review and approval in less than three (3) business days and thus the University agrees to make best efforts to review and obtain a decision on approval within the expedited timeframe requested by NHLE. NHLE will have the right to sublicense the rights granted to NHLE in this Section 10 of the Agreement. Prior to use of any photographic images or artistic renderings as described above, NHLE will be solely responsible for 1) clearing all rights not held by the University to use such photograph or rendering, and 2) ensuring that no University mark, other than those licensed herein, is visible or detectable in any portion of the photograph or artistic rendering. In addition, no provision contained herein shall prohibit NHLE and its partners from making fair use or other uses authorized under the Copyright Act (e.g. 17 U.S.C.

§§107-122) or any lawful uses of trademarks (e.g. fair use) of the intellectual property identified in this paragraph.

- c. **University Marketing Materials.** Subject to Section 11 below, the University will disseminate to members of its fan-related databases targeted marketing materials (such as email blasts) relating to the Event. Such marketing materials will be provided by NHLE but are subject to the approval of the University. The parties will also mutually agree upon the timing of the dissemination of such materials and the dissemination of such materials will be in accordance with any applicable privacy policies and agreements and in accordance with applicable laws, rules and regulations.

#### 11. **Confidentiality.**

- a. **Confidential Information.** The University will, and shall use its best efforts to cause its Representatives to, maintain the confidentiality of any Confidential Information. The term “**Representatives**” shall include officers, directors, trustees, regents, employees, affiliates, partners, agents, representatives, consultants, attorneys and advisors. The term “**University Representatives**” shall include its officers, regents in their official capacity, employees, representatives, consultants, and attorneys. The term “**Confidential Information**” shall mean information provided for purposes of this Agreement and relating, directly or indirectly, to NHLE, the NHL, the member clubs of the NHL, or the Event, the terms and conditions of this Agreement, and information of the business, products, strategies, markets, conditions (financial or other), operations, assets, liabilities, results of operations, cash flows or prospects of the foregoing (whether prepared by NHLE, the NHL, the member clubs, any of their advisors, or otherwise) which is delivered, disclosed or furnished by or on behalf of NHLE, the NHL, the member clubs or their respective Representatives to the University or to the University’s Representatives, before, on or after the date hereof, regardless of the manner in which it is delivered, disclosed or furnished, or which the University or the University’s Representatives otherwise learn or obtain, through observation or through analysis of such information, data or knowledge, and shall also be deemed to include all notes, analyses, compilations, studies, forecasts, interpretations or other documents prepared by the University or the University’s Representatives that contain, reflect or are based upon, in whole or in part, the information delivered, disclosed or furnished to the University or the University’s Representatives pursuant hereto. Notwithstanding any other provision hereof, the term Confidential Information shall not include information which (i) is or becomes generally available to the public other than as a result of a disclosure by the University or the University’s Representatives in violation of the terms of this Agreement, (ii) was within the University’s possession or that of University Representatives prior to it being furnished to the University by or on behalf of NHLE, the NHL or its member clubs pursuant hereto, provided that the University did not know or have reason to believe that the source of such information was bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, NHLE, the NHL or any other party with respect to such information, or (iii) becomes available to the University or University Representatives on a non-confidential basis from a source other than NHLE, the NHL, its member clubs or any of their respective Representatives, provided that the University does not know or have reason to believe that the source of such information is bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, NHLE, the NHL or any other party with respect to such information. Notwithstanding the foregoing, the University may share Confidential Information with (A) the consent of NHLE and (B) the University’s Representatives who need to know such information in connection with effectuating the purposes of this Agreement (including the production and holding of the Event), provided that such Representatives are made aware of this confidentiality requirement and agree to be bound thereby.

The University agrees to accept responsibility for any breach of this Agreement by any of its Representatives and to take, at the University's sole expense, all reasonable measures (including court proceedings) to restrain such Representatives from prohibited or unauthorized disclosure or uses of any Confidential Information.

- b. **Compelled Disclosure of Confidential Information.** In the event that the University or any of the University's Representatives are requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process, or a request pursuant to Michigan's Freedom of Information Act) to disclose any of the Confidential Information, the University shall, so long as the University is not prohibited by law, provide NHLE with prompt written notice of any such request or requirement, including the terms thereof and circumstances surrounding such request or requirement. Notwithstanding any other provision of this Agreement, the University or the University's Representatives may, without liability hereunder, disclose that portion of any Confidential Information which the University determines after consultation with counsel is legally required to be disclosed in response to such request or requirement.

12. **Use of Venue.** NHLE acknowledges that its right to use the Venue is limited solely to the purposes expressed in this Agreement and to those portions of the Venue specified herein. NHLE's rights to make alterations and/or repairs to the Venue will be limited to the rights expressly granted herein.

- a. **Rinks.** In connection with the Event, NHLE will construct and install, at its sole cost and expense, one (1) primary ice rink and one (1) or two (2) auxiliary ice rink(s) on the Venue playing field (the "Rinks"). NHLE will provide all equipment and materials necessary for such construction and installation, provided that the University shall provide NHLE with a winterized high pressure water supply source at the Venue, capable of providing five hundred (500) gallons of hot water per hour (at 140 °F) to one (1) location on the playing field. The configuration and location of each of the Rinks will be determined by NHLE in its sole discretion. NHLE shall provide and utilize, at its own cost, materials reasonably necessary to prepare the Venue playing field for the installation and construction of the Rinks and to protect the playing field from damages caused by such installation and construction. Once installed, NHLE will maintain and operate the Rinks at its sole cost and expense for the Event. Following conclusion of the last planned Event, in accordance with Section 3(b) above or at such other time mutually agreed upon by the parties, NHLE shall, at its sole cost and expense, breakdown and remove the Rinks and all related equipment and materials from the Venue. Removal of the Rinks and all related equipment and materials shall be completed by NHLE no later than the License Period End Date, subject to delays caused by weather or Force Majeure Event.

In constructing, installing and maintaining the Rinks and throughout the License Period, NHLE shall materially obey, perform and comply with all applicable requirements of the University and/or any governmental authority of which the University provides NHLE with reasonable prior written notice. NHLE shall have the right to contest in good faith the validity of any requirement of a governmental authority. NHLE shall obtain any licenses and permits necessary for its construction, installation or maintenance of the Rinks, and the University will cooperate with and reasonably assist NHLE in its efforts to secure any necessary licenses or permits.

- b. **Office Space; Storage.** During the License Period, if available, the University will provide NHLE, at no cost or expense to NHLE, with access to a reasonable number of offices, locker rooms, function space, press rooms and other work space (all broom clean and ready for use) for NHLE to use to conduct business related to the Event. The University also will provide NHLE with exclusive access to certain areas in and around the Venue (broom clean and ready for use) to use for storage during



the License Period. The parties will mutually agree on the amount of space required by NHLE for staging the Event and the University will endeavor to provide a sufficient amount of storage reasonably required by NHLE. The University will make reasonable efforts to accommodate NHLE's requests for exclusive use of mutually agreed upon work spaces for the dates within the License Period reasonably requested by NHLE. NHLE understands that the University may have other planned uses for the various areas (except storage) referenced in this Section 12(b) from time to time during the License Period and that exclusive use of these spaces by NHLE will most readily be available during the period of December 22, 2012 through January 2, 2013.

- c. **Hospitality Areas.** NHLE shall request use of certain hospitality, club and restaurant areas within the Venue which shall be mutually agreed upon by the parties. NHLE may expand its request for its use of such areas at any time. The University will make reasonable efforts to accommodate NHLE's request for the use of such areas, if available and subject to the University's other planned uses for same and the University understands that NHLE will have, with the University's prior permission, the right to repurpose any such area(s) in its reasonable discretion (including the conversion or use of a club level restaurant as a press area). NHLE understands that the University may have other planned uses for the areas referenced in this Section 12(c) and above at Section 3(c) during times of the License Period outlined in Section 3(c) and that exclusive use of these spaces by NHLE will most readily be available during the period of December 22, 2012 through January 2, 2013.
- d. **Rules.** The University will provide NHLE in a timely manner with copies of all standard rules, regulations, policies and procedures affecting the Venue, and will provide NHLE with reasonable advance written notice of any changes to such rules, regulations, policies and procedures. NHLE will require all of its employees, agents, representatives and contractors to follow all applicable rules, regulations, policies and procedures.
- e. **Entrances and Exits.** Entrances and exits to the Venue will be locked or unlocked during the License Period at such times as are mutually agreed to by the parties, subject to the business operations and other needs of the parties. The University will provide NHLE with keys to access the Venue during the License Period. All property, materials and equipment required to produce the Event will be brought onto or removed from the Venue only through the entrances and exits designated in advance by the University. The University will notify NHLE in advance of any restrictions on the total number and weight of vehicles which may enter the Venue at any one time and the areas in which such vehicles may be located.
- f. **Cellular Reception Supplementation.** The University has contracted the exclusive right to provide a boost for wireless carrier services signal with a third party. The system is operational for Michigan Stadium and any carrier may contract with the University's contractor.
- g. **Modifications to Venue.** NHLE will not affix anything to, or undertake any construction on, the Venue in any way without the University's prior written authorization which will not be unreasonably withheld, conditioned or delayed. NHLE will not affix permanent signage to the Venue and will be responsible for all costs associated with any Event-specific signage, including costs associated with removal of such signage, restoration of the Venue to its condition prior to such signage installation upon such removal (ordinary wear and tear and damage by fire or other casualty excepted), and repair of any damage associated with such signage. Other than Rink construction as set forth in Section 12(a) above, NHLE will not undertake any construction on or improvement to the Venue. All NHLE requests for construction (other than Rink construction) or improvement to the Venue shall be made to the University. The University will consider such requests and, if approved by the University, the University and NHLE will mutually agree on the manner in which to undertake

such construction or improvement at the University's direction and in consultation with NHLE to ensure that costs, plans and vendors are mutually acceptable to the parties. The University may choose to remove any construction or improvement to the Venue requested by NHLE and approved by the University following the License Period End Date, or the University may choose, in its sole discretion and determination, to allow such construction or improvement to the Venue to remain. The University shall notify NHLE of its decision as to whether to leave intact or remove any NHLE-requested construction or improvement or temporary seating prior to the end of the License Period End Date so as to allow sufficient time to remove the construction or improvement prior to the License Period End Date, if necessary. In the event that the parties mutually agree that any construction or improvement will be undertaken by the University, NHLE shall be billed for and will promptly pay to the University, and in any event within thirty (30) days of receipt of the University's undisputed invoices, its actual costs incurred in undertaking any construction or improvement pursuant to this Section 12(g) and the removal of same; provided however, in the Event that any construction, improvement or temporary seating is installed at the Venue, and should the University desire to use any such temporary seating following completion of the Event, such use of the temporary seating is subject to the parties' entering into a separate written agreement with respect thereto.

- h. **Construction.** The University represents and warrants that no construction, renovation or repair planned to occur prior to the License Period shall impair NHLE's use of the Big House; provided, however, that the University has identified approximately one hundred and fifty (150) removable seats in the current seat configuration of the Big House which are adjacent to the tunnel and which will be removed by the University prior to the License Period Start Date to facilitate snow removal necessary for the Event and, if feasible in the University's sole reasonable determination, shall be re-installed by the University and usable prior to the Game.
- i. **Excess Noise, Hazardous Activities.** The University recognizes that conduct of the Game will cause noise at levels similar to that of University home football games and from sources including announcers, spectators, and the players and officials engaged in the competition. However, NHLE shall not, during the construction and preparation of the field and Rink, or during conduct of any Ancillary Events or of the Game itself, cause excessive noise or any hazardous activities to occur in or about the Venue (e.g., live or recorded musical performances, fireworks) without prior written permission of the University expressly identifying and permitting the conduct or activity(ies) which will or may cause the excessive noise or hazard. The parties understand and expect that NHLE shall submit information of its planned conduct or activity(ies) which will or may cause excessive noise or hazard to the University for approval by appropriate University representatives, which may include the University's governing board, at least thirty (30) days prior to the proposed conduct or activity(ies), and at least ninety (90) days prior to any proposed fireworks or other pyrotechnic display. NHLE understands that close proximity fireworks, similar in scale and duration to those conducted by the University at the Big Chill outdoor hockey game in December 2010, will generally be permissible and approved by the University.
- j. **Laws and Disability Rights.** The University represents that to the best of its knowledge the Venue complies with all applicable laws, statutes and ordinances (including the ADA) and applicable orders, rules, regulations, directives and requirements of all federal, state, county and municipal authorities. NHLE will comply with all laws, statutes and ordinances (including the ADA) and the orders, rules, regulations, directives and requirements of all federal, state, county and municipal authorities governing NHLE's use of the Venue, except that NHLE will not be required to make any structural alterations to any portion of the Venue (other than the Rinks) in order to so comply. For clarity, the

University shall be responsible for any such alterations, if necessary, except that NHLE shall be responsible for the costs of alterations necessary to make any NHLE-requested modifications to the Venue compliant with this provision.

- k. **Spectator Plaza.** In the event NHLE desires in its sole discretion to hold a fan festival or other fan activities in connection with the Game, the University shall permit NHLE to utilize, at no additional cost to NHLE, a mutually agreed upon University-controlled area (e.g., parking lot) for such activities ("**Spectator Plaza**"). Spectator Plaza, if any, will commence the day prior to the Game and will continue on the day of the Game. As between the parties, NHLE shall be responsible for conducting all operations for and in connection with Spectator Plaza and all costs and expenses associated therewith. As between NHLE and the University, NHLE will retain one hundred percent (100%) of any and all revenue received in connection with Spectator Plaza.

13. **The University's Representations, Warranties and Covenants.** The University hereby represents, warrants and covenants to NHLE that: (a) the University owns or otherwise exclusively controls the Venue and has the full power and authority to enter into this Agreement and engage in the transactions contemplated hereby; (b) no third-party approval or consents are necessary for the University to comply with its obligation and grant the rights under this Agreement; (c) this Agreement is a valid obligation of the University and is binding upon the University in accordance with the terms hereof; (d) the University will perform its obligations and exercise its rights hereunder in a professional and workmanlike manner, and in compliance with all applicable agreements to which it is or becomes a party and all applicable laws, rules and regulations; (e) any and all Event-related materials furnished or required by the University, including any pre-existing elements at the Venue (e.g., signage), and NHLE's recording, exhibition and other use of any of the foregoing in accordance with this Agreement, will not infringe, violate or otherwise misappropriate the proprietary rights of any third party; (f) the University is the sole and exclusive owner of the University Marks, has the right to grant NHLE the license to use the University Marks as contemplated in this Agreement, and NHLE's use of the University Marks in accordance with this Agreement will not infringe, violate or otherwise misappropriate the proprietary rights of any third party; and (g) the Venue is winterized; and (i) the Venue is free of known (patent) defects and is in reasonable repair. Notwithstanding the foregoing, the University will not be responsible for any breach of any such representation, warranty or covenant to the extent that such breach is caused by (i) the University following the instructions of NHLE; (ii) any Event-related materials furnished or required by NHLE; or (iii) any elements or conditions at the Venue required, installed for or at the request of NHLE, or maintained by NHLE.

14. **NHLE's Representations, Warranties and Covenants.** NHLE hereby represents, warrants and covenants to the University that: (a) NHLE has full power and authority to enter into this Agreement and to engage in the transactions contemplated hereby; (b) this Agreement is a valid obligation of NHLE and is binding upon NHLE in accordance with the terms hereof; (c) no third party approvals or consents are necessary for NHLE to comply with its obligations under this Agreement; (d) NHLE will perform its obligation and exercise its rights hereunder, and will cause its contractors and representatives to do so, in a professional and workmanlike manner, and in compliance with all applicable agreements to which it is or becomes a party and all applicable laws, rules and regulations; and (e) NHLE will secure and maintain in place the appropriate licenses necessary for the public performance of music at the Venue. Notwithstanding the foregoing, NHLE will not be responsible for any breach of any such representations and warranties to the extent such breach is caused by (i) NHLE's following the instructions of the University, (ii) any Event-related materials furnished or required by the University, or (iii) any pre-existing elements or conditions at the Venue (e.g., signage), all of which will be the sole and exclusive responsibility of the University.

15. **Surrender Of Venue.** Subject to Section 3(b)(iv) above, NHLE will cause the Venue to be tendered to the University by the expiration of the License Period, free of all property, including fixtures, vehicles and

equipment, brought onto or erected by NHLE. The Venue will be tendered in materially the same condition as it exists on the first day of the License Period, ordinary wear and tear and damage by fire or other casualty excepted and remaining subject to each party's mutual insurance and indemnification obligations detailed elsewhere in this Agreement.

16. **Indemnification.**

- a. **By NHLE.** NHLE will indemnify, defend and hold harmless the University and its officers, directors, trustees, regents, employees, agents and representatives (collectively referred to as the "**University Parties**"), from and against any and all demands, suits, causes of action, liabilities, judgments, damages, costs and expenses (including reasonable attorneys' fees and court costs) (collectively, "**Damages**") incurred in connection with any claim asserted by a third party against any of the University Parties caused by: (i) the actual or alleged negligence or willful misconduct of the NHLE Parties (defined in Section 16(b) below) and including the following damages therefrom: any personal injury, bodily injury, death or property damage, theft or loss; or (ii) the breach of any representation, covenant, or warranty by NHLE under this Agreement. The parties agree, however, that NHLE will not be obligated to defend or indemnify a University Party from or against any Damages to the extent resulting from or related to (A) the negligence or willful misconduct of any of the University Parties or any of their contractors or designees, (B) a breach of this Agreement by the University, or (C) any condition at the Venue not created or caused by an act or omission of NHLE. Without limiting the foregoing, NHLE also shall be solely and directly responsible to the University for any Damages caused by any of the NHLE Parties at the Event to the Venue or other equipment or materials owned by the University Parties.
- b. **By the University.** The University will indemnify, defend and hold harmless NHLE, National Hockey League and its member clubs, NHL Enterprises Canada, L.P., NHL Enterprises B.V., NHL Interactive CyberEnterprises, LLC, NHL Network US, L.P., The NHL Network, Inc. and each of their respective owners, parent and subsidiary companies, affiliated entities, partners and each of their respective officers, directors, shareholders, governors, agents, representatives, employees, servants, licensees, successors and assigns (collectively, the "**NHLE Parties**"), from and against any and all Damages incurred in connection with any claim asserted by a third party against any of the NHLE Parties caused by: (i) the actual or alleged negligence or willful misconduct of any of the University Parties and including the following damages therefrom: any personal injury, bodily injury, death or property damage, theft or loss suffered at the Venue by any person;; (ii) the University Activities, including any personal injury, bodily injury, death or property damage, theft or loss suffered by any person attending or participating in any University Activities, or (iii) the breach of any representation, warranty or covenant by the University under this Agreement. The parties agree, however, that the University will not be obligated to defend or indemnify a NHLE Party from or against any Damages to the extent resulting from or related to (A) the negligence or willful misconduct of any of the NHLE Parties, or any of their contractors or designees, (B) a breach of this Agreement by NHLE. Without limiting the foregoing, the University also shall be solely and directly responsible to NHLE for any Damages caused by any of the University Parties to the Rinks or other equipment and materials owned by NHLE Parties.
- c. **Indemnification Procedure.** Each party will provide the other with notice of any Damages promptly upon gaining knowledge of the related third-party claim, provided that the indemnified party's failure to do so will not relieve the indemnifying party of its obligations hereunder except to the extent it is materially prejudiced thereby. The indemnifying party will solely control the defense of any such claim, provided that (i) the indemnified party will reasonably cooperate in such defense at the indemnifying party's request and sole cost and expense, and (ii) subject to the foregoing, the



indemnified party may participate in the defense of any such claim with its own counsel at the indemnified party's sole cost and expense. Each party agrees it will not settle any claim for which it is providing indemnification to the other party without the prior consent of the indemnified party, such consent not to be unreasonably withheld, conditioned or delayed. The indemnification provisions contained throughout this Agreement will survive the expiration, or earlier termination of the Term of this Agreement.

17. **Insurance.** NHLE will obtain and continuously maintain at all times during the License Period insurance coverage of the types and in the amounts specified in Exhibit C-1 attached hereto and incorporated by reference herein. The University will obtain and continuously maintain at all times during the License Period insurance coverage of the types and in the amounts specified in Exhibit C-2 attached hereto and incorporated by reference herein. Each of NHLE and the University will cause the University Parties and NHLE Parties, as applicable, to be named as additional insureds on such policies ("**Additional Insureds**"). All liability insurance policies must contain cross liability endorsements or their equivalents. Further, coverage for the Additional Insureds will apply on a primary basis irrespective of any other insurance, whether collectible or not. Any policy deductibles or retentions, whether self-insured or self-funded, will be the obligation of the insured party. Each party will furnish the other party with certificates of insurance evidencing compliance with its obligations under this Section 17 prior to the commencement of the License Period.

18. **Miscellaneous.**

- a. **Termination.** Notwithstanding anything in this Agreement to the contrary, NHLE may terminate this Agreement in the event that (i) a license or permit to sell alcoholic beverages at the Game is not obtained by June 1, 2012 (the "**Liquor License**"); (ii) NHLE determines in its sole discretion that the Liquor License obtained is not satisfactory to NHLE with respect to the vending restrictions placed on the liquor concessionaire; or (iii) NHLE determines in its sole discretion that the University is not able to accommodate the requirements of the liquor concessionaire, whether with respect to the facilities for the storage, distribution and selling of alcoholic beverages at the Game, or otherwise. The parties agree that NHLE shall have no obligation to obtain the Liquor License. NHLE shall have the right to terminate this Agreement pursuant to this Section 18(a) at any time before June 1, 2012, immediately upon written notice to the University, and in the event of such termination NHLE shall have no liability or obligation to the University and the University shall promptly refund to NHLE any payments made to it on or prior to April 1, 2012.
- b. **Independent Contractors.** Nothing in this Agreement will be deemed to constitute the University and NHLE as partners or joint venturers with each other. Neither party has, nor will give the appearance or impression of having, any legal authority to bind or commit the other party in any way. Each party is solely responsible for the payment of all wages, federal, state and local income taxes, and all workers compensation insurance requirements for all personnel it supplies pursuant to this Agreement.
- c. **Entire Agreement and Modification.** No prior or contemporaneous oral or written promises or representations will be binding on the parties hereto. This Agreement will not be amended or changed except by written agreement signed by both parties hereto.
- d. **No Assignment.** Except as expressly provided herein, neither party may transfer, convey or assign this Agreement without the prior written consent of the other party.

- e. **Applicable Law; Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Michigan, without regard to conflicts of laws principles. Any dispute related to this Agreement will be brought solely in a federal or state court of appropriate jurisdiction located in Michigan. Each party agrees to the jurisdiction of such courts and hereby consents to the personal jurisdiction of such courts as the most appropriate and convenient for the resolution of any disputes related to this Agreement.
- f. **No Waiver Of Rights.** If either party fails to enforce any of the provisions of this Agreement or any rights or fails to exercise any election provided in the Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. The failure of either party to exercise any of these provisions, rights or elections will not preclude or prejudice such party from later enforcing or exercising the same or any other provision, right or election it may have under this Agreement.
- g. **Invalidity.** If any term, provision, covenant or condition of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated.
- h. **Notices.** All notices given hereunder will be in writing and will be delivered personally with receipt acknowledged or sent by nationally recognized overnight courier for next day delivery, addressed or sent to the parties at the addresses set forth herein. Notices to the University will be sent "Attn: David A. Brandon, Athletic Director, University of Michigan Athletic Department, 1000 S. State Street, Ann Arbor, MI 48109-2201", with a copy to OFFICE OF THE GENERAL COUNSEL, The University of Michigan, 503 Thompson St, Ann Arbor, MI 48109-1340, and notices to NHLE will be sent "Attn: Don Renzulli, Senior Vice President, Events", with a copy to Robert E.D. Hawkins, Group Vice President, General Counsel, Media, NHL Enterprises, L.P., 1185 Avenue of the Americas, New York, New York 10036.
- i. **Interpretation.** All uses of the word "including" or "include" will be deemed to be "without limitation." Headings of this Agreement are inserted for purposes of convenience only. The provisions of this Agreement have been negotiated in good faith by the parties and their respective legal counsel. Any ambiguities in the language of this Agreement are not to be construed or resolved against any party based upon the fact that such party was principally responsible for drafting this Agreement or any specific provision hereof.
- j. **Counterparts.** This Agreement may be executed in any number of counterparts, and each such counterpart will be deemed an original instrument, but both such counterparts together will constitute but one agreement. Facsimile and .PDF signatures will be legally binding.

*[Remainder of page intentionally left blank. Signature page to follow.]*

Accepted and agreed as of the date first above written:

**THE REGENTS OF THE UNIVERSITY OF  
MICHIGAN, for its Athletic Department**

**NHL ENTERPRISES, L.P.**

**By: NHL Enterprises, Inc., its general partner**

By: 

Name: Timothy P. Slottow

Title: Executive Vice President and  
Chief Financial Officer

By: \_\_\_\_\_

Name: Don Renzulli

Title: Senior Vice President, Events


Accepted and agreed as of the date first above written:

**THE REGENTS OF THE UNIVERSITY OF  
MICHIGAN, for its Athletic Department**

**NHL ENTERPRISES, L.P.**

**By: NHL Enterprises, Inc., its general partner**

By: \_\_\_\_\_  
Name: Timothy P. Slottow  
Title: Executive Vice President and  
Chief Financial Officer

By:  \_\_\_\_\_  
Name: Don Renzulli  
Title: Senior Vice President, Events



## Exhibit A

### **The University Obligations**

Without limiting the University's obligations specified in the Agreement, the University will be responsible for fulfilling the following obligations in connection with the Event. Unless expressly provided herein, the University shall fulfill all such obligations at its sole cost and expense.

1. **Staffing.** The University shall be responsible for furnishing all game-day personnel necessary to conduct the Game at the Big House, which personnel shall be consistent in all material respects with the game-day staff that would be used for a sold-out University of Michigan home football game and, if the University secures the necessary licenses, shall also include staff and security necessary to accommodate the sale of alcohol at the Game and, in the event that NHLE requests and the parties agree to the addition of additional seating, additional game day staff adequate to accommodate such supplemental seating (collectively, "**Game Day Staff**"). Without limiting the foregoing, Game Day Staff will include security personnel, medical personnel (other than those provided by teams), ushers, custodial personnel, traffic aides, plumbers, and parking personnel. The University shall similarly furnish Game Day Staff at the Team Practices, rehearsals for the Game and Ancillary Events, provided that the number of personnel will be reduced and otherwise tailored to reflect the nature of the Team Practice or applicable Ancillary Event and the number of attendees at the Team Practice or applicable Ancillary Event. For the avoidance of doubt, all costs and expenses associated with providing such labor and staffing shall be at the University's sole cost and expense, except as provided at section 8(a) of the Agreement. Within thirty (30) days of execution of this Agreement, the University shall supply NHLE with an itemized list detailing Game Day Staff. On NHLE's request, the University shall consult with NHLE as to the appropriate number of Game Day Staff for each Ancillary Event. NHLE shall provide the University with an itemized list identifying staff from the University's list which NHLE will require for the Team Practices, rehearsals and each Ancillary Event by the earlier of December 1, 2012 or fourteen (14) days prior to the practice, rehearsal, or Ancillary Event.
2. **Winterization.** The University shall take all necessary steps to ensure that the Venue (including the videoboard) remains winterized during the License Period, including by taking reasonable precautions to prevent water pipes and drains from freezing and by having emergency contingencies in place to address any pipe, drain and water-related issues resulting from cold weather.
3. **Snow Removal.** The University shall be responsible for all snow and ice removal in the Venue during the License Period and shall ensure that the Venue (including the seating) shall be clear of snow and ice so that NHLE has adequate access to all agreed-upon areas of the Venue to engage in Rink installation and other preparations for the Event upon commencement of the License Period. All snow and ice removal shall be conducted in accordance with a plan mutually agreed to by the parties. In an effort to ensure that an efficient load-in schedule can be timely developed, the University shall provide NHLE with a proposed snow and ice removal plan no later than sixty (60) days prior to the License Period Start Date.
4. **Union Requirements.** To the extent NHLE will be subject to requirements imposed by a union, guild or similar organization relating to NHLE's engagement and use of personnel in connection with the Event (including NHLE's construction, installation, maintenance, operation or removal of the Rinks), the University shall identify such requirements to NHLE in writing promptly following execution and delivery of this Agreement and shall provide reasonable assistance to NHLE in NHLE's efforts to comply with such requirements. In the event of any strike or labor disruption that would affect the Event, the University similarly shall make reasonable efforts to provide reasonable assistance to NHLE to ensure that the Event is adequately staffed and can take place as scheduled in accordance with this Agreement.

5. **Permits.** The University shall assist NHLE with identifying and obtaining all necessary permits, if any, related to the load-in, load-out and set up for the Event and any required permits related to the Event, including permits for the holding of the Event, construction and installation of the Rinks, operation of the Rinks' refrigeration system, audio equipment, music use, lighting, serving alcohol, crowd control and street closures. Notwithstanding anything to the contrary herein, the University will provide reasonable local support in securing any required or applicable approvals and permits from applicable authorities, including providing any signatures, if necessary, and will assist NHLE in good faith with NHLE's efforts in completing any application or other documentation required in order for NHLE to timely receive the permits related to the Event. For the avoidance of doubt, all permissions and approvals required of the University as the governing authority over its property will be obtained at the University's sole cost and expense.
6. **Use of Venue Equipment.** During the License Period, the University shall provide NHLE with access to and use of the Venue's existing timing devices, scoreboards, video boards, ribbon boards, fascia and rotational signage, public announcement systems, and lighting, as needed, including for the Event, and in each case at no cost to NHLE. On NHLE's request, the University shall assist NHLE with the programming and operation of any of the foregoing equipment.
7. **Use of the University Furniture.** The University shall provide NHLE with reasonable access to and use of any tables, chairs, risers, partitions and other furniture owned or controlled by the University Athletic Department that are not being utilized by the University during the License Period, in each case at no cost to NHLE.
8. **Media.** The University shall provide NHLE and its broadcast partners with reasonable access to and use of the Venue's broadcast and media infrastructure as necessary for the production, exhibition and distribution of the Event and Broadcasts thereof. In connection therewith, the University shall provide NHLE and its broadcast partners with reasonable access to (a) a University liaison who is familiar with the technical and production logistics of the Venue, and (b) all available maps and documents of the Venue infrastructure, CAD files (if available), cabling, truck compound parking, media uplink areas, and other documents, infrastructure and areas as are necessary for the production, exhibition and distribution of the Event and Broadcasts thereof. Provided, however, that NHLE will maintain in strict confidence any maps, documents or other information provided pursuant to this provision and make same available only to its employees, contractors and representatives with a need to know such information to effectuate the purposes of this Agreement. Upon the earlier of the License Period End Date or termination of this Agreement, NHLE will promptly return to the University any copies of such maps, documents or other information and certify to the University that neither NHLE, nor any of its employees, contractors, or representatives has maintained a copy or record of such maps, documents or information.
9. **Clean Venue.** The University shall provide NHLE with a "clean" stadium, meaning cleaned and free from trash in the same manner that it would be prior to a University of Michigan home football game, as of the License Period Start Date. Trash removal must occur prior to snow or ice accumulation.
10. **Keys.** Upon NHLE's request and at its own cost, the University shall re-key all Venue areas designated for NHLE use and shall provide NHLE with keys to each such area. The University may, in its discretion, retain a limited number of such keys, provided that it shall only allow such keys to be used only by a limited number of University employees in the case of an emergency. Once keys are provided to NHLE, NHLE and its representatives shall have primary responsibility for securing and controlling access to any Venue area designated for NHLE use and accessible with such keys. Any loss of or damage to NHLE owned, leased or rented property or equipment within areas accessible by keys provided to NHLE shall

not be attributable to University or its Representatives, unless the loss or damage is attributable to an individual accessing such property or equipment with a key retained by the University, or otherwise to the negligence or willful misconduct of the University or any University Party; in which case such loss or damage shall be the responsibility of the University.

11. **Suites.** The University shall provide NHLE with the first opportunity to use and/or sell all Big House suites and boxes for the Game. NHLE shall be permitted to add license fees to suite tickets and retain one hundred percent (100%) of the all revenue from such suite sales in accordance with the Agreement.
12. **Utilities.** The University shall provide NHLE with utilities at the Venue necessary for NHLE to conduct the Event, including electricity (house and shore power), water, Internet, wireless and telephone, and access to a winterized high pressure water supply source in accordance with Section 12(a) of the Agreement. The provision of electricity to NHLE by the University shall be limited to electricity necessary to power the Michigan Stadium structure, including suites, hospitality areas, and concessions, as well as electricity for ice making for the rink(s). For the avoidance of doubt, the University will allow access to existing electricity sources to television, media and other field operations related to the Event; provided, however, that the costs of providing power (e.g., the provision of cables and conduits) to needed locations for these uses shall be at NHLE's sole expense.
13. **Hospitality Areas.** On the day of the Game, the University shall provide NHLE (at no cost to NHLE) with reasonable access to the Crisler Center and any other hospitality spaces at Michigan Stadium owned or controlled by the University's Athletic Department for NHLE's use in connection with the Game.

**Exhibit B**



**NHL PRODUCTIONS**

**FOOTAGE LICENSING AGREEMENT**

LICENSEE (If advertising agency, list client name): \_\_\_\_\_

FOOTAGE DESCRIPTION (the "Footage"): \_\_\_\_\_

INTENDED USE/PROGRAM (the "Program"): \_\_\_\_\_

MEDIUM OF EXHIBITION ("Medium"): \_\_\_\_\_

TERRITORY OF EXHIBITION ("Territory"): \_\_\_\_\_

PERIOD OF EXHIBITION ("Term"): \_\_\_\_\_

ROYALTY FEE: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

1. In consideration of the fee stipulated above, and subject to the conditions, restrictions and limitations set forth herein, NHL Enterprises, L.P., d/b/a NHL Productions ("NHLP"), as agent for the Member Clubs of the National Hockey League (the "League"), hereby grants to LICENSEE the non-exclusive right in the Territory during the Term to use the Footage containing the names, symbols, logos, emblems, insignia, colors, uniform designs and other indicia of each of the Member Teams of the League and the name, initials, insignia, colors and other indicia of the League (collectively, the "NHL Marks") in connection with the Program.

2. LICENSEE shall be solely responsible for securing, and certifies and warrants that it has secured or prior to using the Footage shall secure, all necessary or required consents and releases from individuals (including, without limitation, players, coaches, announcers) and any other third party whose properties are depicted in or otherwise used in connection with the Footage, and from any organization or entity other than NHLP, the League or its Member Clubs whose intellectual property rights are depicted therein. No Footage may be used which contains narration or voice-over absent express written permission from NHLP or unless otherwise permitted by law. LICENSEE acknowledges that the use of Footage may also require consents or licenses from parties other than NHLP and/or the League. Accordingly, LICENSEE understands that it does not have the right to produce or to use the Footage until and unless it obtains all required authorizations, consents and releases and pays all fees necessary at any time, for the use of the Footage hereunder including, but not limited to, consents from any other copyright owners of the Footage and from persons depicted in the Footage and consents from and payments to (including residuals and/or use fees, if any) all unions and guilds to the extent required under applicable collective bargaining agreements. In addition, if any music is included in the Footage or otherwise in the Program, LICENSEE will obtain all necessary music synchronization and performing rights from the copyright proprietors of such music and such other persons, firms or associations, societies or corporations as may own or control the performing rights thereto. LICENSEE further acknowledges and agrees that the rights granted by NHLP hereunder do not include the rights to use the name or any other indicia or rights of any third party (other than the League and its Member Clubs as set forth herein). LICENSEE shall obtain any such additional rights as may be required to produce and commercially exploit the Program through independent negotiations with such third parties.

3. Before using any of the Footage, LICENSEE shall submit for NHLP's written approval, at each stage of the following stages of production, the following materials: (i) a storyboard or other comparable material depicting the intended manner of use of the Footage; (ii) rough cut of the Program (which includes the use of the Footage); and (iii) final cut of the Program (which includes the use of the Footage). LICENSEE shall not



proceed to the next stage of production unless and until LICENSEE receives a written approval from NHLP at each prior stage of production, which approval may be withheld within the sole discretion of NHLP. LICENSEE shall, in addition, furnish to NHLP free of cost two (2) DVD copies of the Program on or before two (2) days prior to the initial air date or release date of the Program. After the use of the Footage has been approved pursuant to this paragraph, LICENSEE shall not depart therefrom in any respect without NHLP's prior written consent. NHLP shall have the right to withdraw its approval of the use of the Footage in the Program in the event of some factor which reflects unfavorably upon the professional, business or personal reputation of the League, its Member Clubs or NHLP or if such factor would expose the League, its Member Clubs or NHLP to a potential claim or liability. LICENSEE shall give NHLP an on-screen visual credit (i.e. "NHL footage courtesy of NHL Network.") displayed in the end titles in a similar manner and duration as other credits which are run.

4. LICENSEE shall not use the Footage in any manner other than as specifically prescribed herein without separate written approval from NHLP (or its designee).

5. LICENSEE may not utilize the NHL Marks for any other purpose except as specifically set forth herein. LICENSEE shall not use the Footage in any way which expresses or implies the endorsement of any organization, cause, belief, product or service, except to the extent specifically permitted and approved pursuant to this Agreement.

6. LICENSEE shall not use the Footage in such a manner as to denigrate, be prejudicial to or otherwise not be in the best interest of the League, its Member Clubs, players, officials, League management, or the sport of ice hockey.

7. Neither the Footage nor the rights granted by this Agreement may be sold, transferred, assigned or sublicensed by LICENSEE without the express written consent of NHLP, which may be withheld within its sole discretion. LICENSEE shall maintain in strict confidence the terms and conditions of this Agreement, including those relating to pricing, and shall not disclose such terms or conditions to a third party without first obtaining NHLP's written consent, and to the extent permitted by law.

8. LICENSEE shall acquire no rights or privileges with respect to the Footage from NHLP other than those expressly granted in this Agreement and the Venue License Agreement between the parties. This Agreement is not intended to convey to LICENSEE any copyright or other property rights to the Footage, and all incidents of ownership thereof shall remain vested in NHLP, the League, and/or its specifically authorized or designated assignees or licensees.

9. At the request of NHLP, LICENSEE shall return all originally delivered prints and copies of the Footage to NHLP promptly upon completion of their use. Nothing in this Agreement or the Venue License Agreement shall preclude the University from lawfully obtaining the rights to use the Footage or any Footage from the Event from another source(s).

10. Any breach of this Agreement by LICENSEE, or any use of the Footage not expressly authorized hereby, shall entitle NHLP to terminate the Agreement immediately as of the date of such breach. Said right of termination shall be in addition to all other legal and equitable remedies. LICENSEE agrees to indemnify and hold harmless NHLP, the League and its Member Clubs, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., NHL Enterprises B.V., and each of their respective partnerships, partners, principals, officers, directors, governors, owners, other officials, employees, affiliates and other related entities, agents, representatives, successors and assigns from any loss, liability, damage, cost, expense (including attorneys' fees), claims or suits arising from the LICENSEE's use of the Footage in breach of this Agreement; and, in this regard, NHLP agrees to give LICENSEE prompt notice of any claim or proceeding and NHLP shall have the option of defending such claim or proceeding with counsel of NHLP's choice and at LICENSEE's sole expense.

11. NHLP warrants that it has the full power and authority to enter into and perform this Agreement, and the signatory on behalf of LICENSEE represents, warrants, and certifies that he or she is the authorized agent and representative of LICENSEE, duly authorized and empowered to enter into this Agreement. LICENSEE agrees that NHLP has made no warranty or representation whatsoever, express or implied, with respect to the Footage or LICENSEE's use thereof. LICENSEE agrees that LICENSEE's damages hereunder, in the event

of a breach by NHLP, shall be limited to recovery of the fees actually paid by LICENSEE to NHLP as set forth herein.

\_\_\_\_\_  
For NHL PRODUCTIONS, as Agent for the  
Member Clubs of the League

DATE: \_\_\_\_\_

\_\_\_\_\_  
FOR LICENSEE

DATE: \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME & TITLE

\_\_\_\_\_  
TELEPHONE OF LICENSEE

\_\_\_\_\_  
\_\_\_\_\_  
ADDRESS OF LICENSEE

## **Exhibit C-1**

### **NHLE Insurance**

Before the License Period Start Date, NHLE shall furnish to the University, Certificates of Insurance evidencing the following coverages:

#### **I. Workers Compensation and Employers Liability**

- A. Workers' Compensation Insurance in compliance with the laws of the State of Michigan, covering employees, volunteers, temporary workers and leased workers.
- B. Employers' Liability Insurance covering employees, volunteers, temporary workers and leased workers, with minimum limits of: (A) \$1,000,000 Each Accident; (B) \$1,000,000 Disease - Each Employee; and (C) \$1,000,000 Disease - Policy Limit.

- II. Commercial General Liability (CGL) – Written on an occurrence basis including limits of \$10,000,000 each occurrence for Bodily Injury and Property Damage; \$10,000,000 Personal and Advertising Injury; \$10,000,000 Products and Completed Operations and \$10,000,000 General Aggregate, utilizing standard unmodified coverage forms or their equivalent. The CGL policy shall include contractual liability coverage and shall also provide that any individual or entity that NHLE is obligated to name as an additional insured shall automatically receive additional insured status under the CGL policy. Additional insured coverage for all liability in connection with the subject matter of this Agreement must extend to include product/completed operations coverage.
- III. Commercial Automobile - Including all owned, leased, hired and non-owned automobiles with a combined single limit for bodily injury and property damage of at least \$10,000,000 per accident. The limit may be provided through a combination of primary and umbrella/excess liability policies.
- IV. Umbrella and/or excess liability policies used to comply with any insurance requirement herein shall follow-form of the underlying coverage.
- V. Media Liability Insurance with minimum limits of \$5,000,000 per claim and in aggregate to respond to subject matter of this Agreement.
- VI. No policy shall include a self-insured retention, except for the Media Liability and Umbrella policies, which may include self-insured retentions of up to \$100,000 and \$10,000 respectively.

Additional Insureds: In accordance with Section 17 of the Agreement, the University Parties must be included as additional insureds under NHLE's commercial general liability, excess/umbrella liability and commercial automobile liability policies in connection with NHLE's operations. Additional Insured coverage procured by NHLE shall be primary and shall under no circumstances be construed to apply as excess or contribute with any insurance coverage independently carried by any of the Additional Insureds in connection with any claims arising out of the operations of NHLE. The policies cannot contain any provision that would preclude coverage for suits/claims brought by an Additional Insured against a named insured. NHLE is responsible for notifying its insurance carriers in the event of a loss or a potential loss involving any

of the Additional Insureds. NHLE is also responsible for maintaining the required insurance during all times mandated under this Agreement.



## EXECUTION COPY

### Exhibit C-2

#### **The University Insurance**

Before the License Period Start Date, the University shall furnish to NHLE, Certificates of Insurance evidencing the following coverages:

- I. Workers Compensation and Employers Liability
  - A. Workers' Compensation Insurance in compliance with the laws of the State of Michigan, covering employees, volunteers, temporary workers and leased workers.
  - B. Employers' Liability Insurance covering employees, volunteers, temporary workers and leased workers, with minimum limits of: (A) \$1,000,000 Each Accident; (B) \$1,000,000 Disease - Each Employee; and (C) \$1,000,000 Disease - Policy Limit.
- II. Commercial General Liability (CGL) – Written on an occurrence basis including limits of \$10,000,000 each occurrence for Bodily Injury and Property Damage; \$10,000,000 Personal and Advertising Injury; \$10,000,000 Products and Completed Operations and /\$10,000,000 General Aggregate. The CGL policy shall include contractual liability coverage also provide that any individual or entity that the University is obligated to name as an additional insured shall automatically receive additional insured status under the CGL policy. Additional insured coverage for all liability in connection with the subject matter of this Agreement must extend to include product/completed operations coverage.
- III. Liquor Liability Insurance with minimum limits of \$10,000,000 per occurrence and in the aggregate.
- IV. Commercial Automobile including all owned, leased, hired and non-owned automobiles with a combined single limit for bodily injury and property damage of at least \$10,000,000 per accident. The limit may be provided through a combination of primary and umbrella/excess liability policies. Contractual liability coverage must be included.
- V. Umbrella and/or excess liability policies used to comply with any insurance requirement herein shall follow-form of the underlying coverage.
- VI. Media Liability Insurance with minimum limits of \$5,000,000 per claim and in aggregate to respond to subject matter of this Agreement. Provided, however, that the University shall not be obligated to duplicate any media liability coverage that may already be provided through its general liability coverage as set forth above.

Additional Insureds: In accordance with Section 17 of the Agreement, the NHLE Parties and any other party reasonably requested by NHLE must be included as additional insureds under the University's commercial general liability, excess/umbrella liability and commercial automobile liability policies in connection with the University's operations. Additional Insured coverage procured by the University shall be primary and shall under no circumstances be construed to apply as excess or contribute with any insurance coverage independently carried by any of the Additional Insureds in connection with any claims arising out of the

**Exhibit D**  
Gameday Rules for Michigan Stadium

**THIS IS  
MICHIGAN**



**M**



**WELCOME  
TO THE INSIDE**



FanVision is the **ULTIMATE WAY** to Watch  
the **WOLVERINES PLAY** In-Stadium!

> Enter for a chance to

**WIN a FanVision**  
or one of 20 trial rentals!

<http://FanVision.com/WolverinesWin>







# DIRECTIONS TO MICHIGAN STADIUM

## From Detroit Metro Airport or Points East:

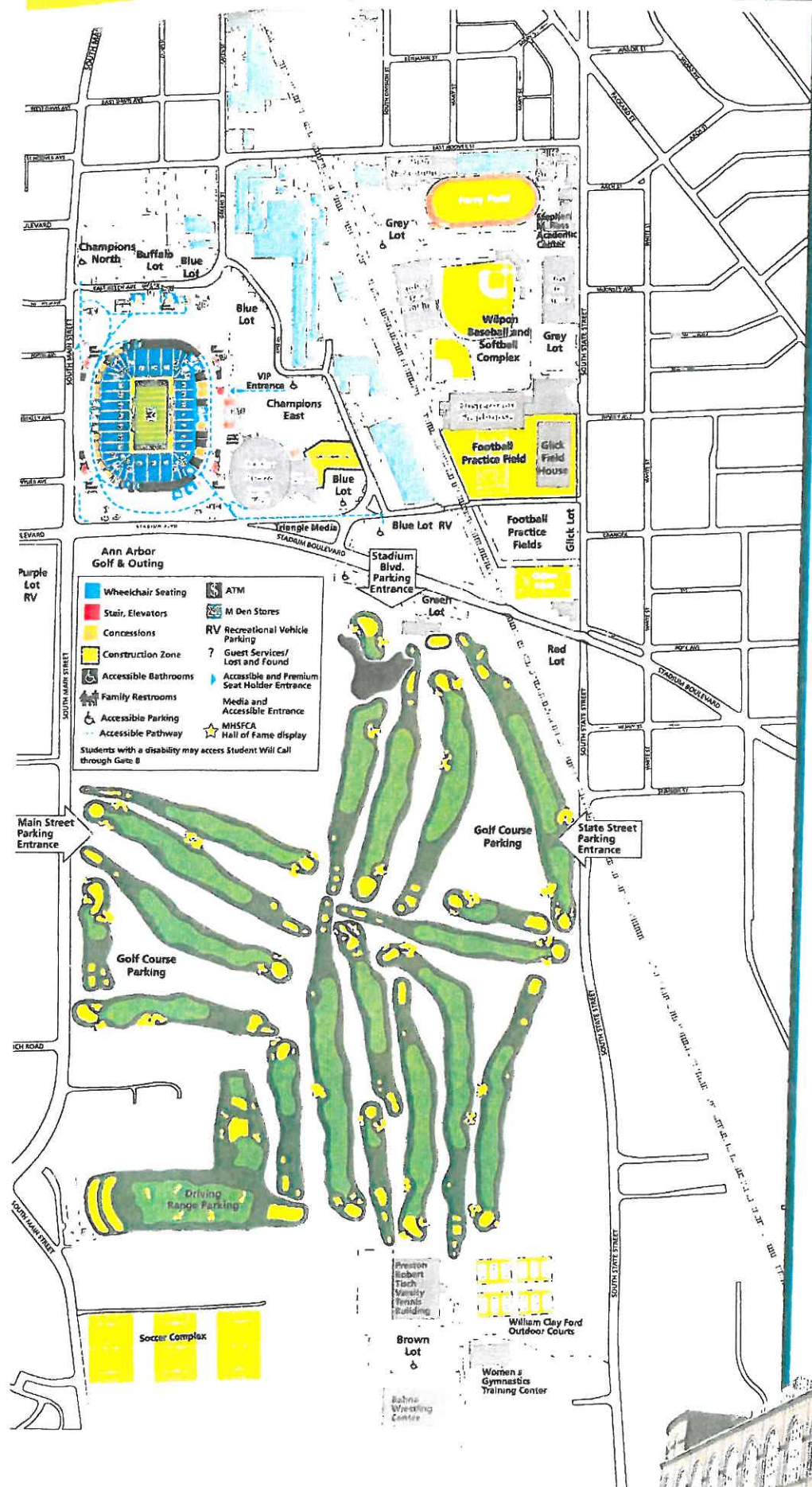
Take I-94 West to Ann Arbor-Saline Road exit (#175). Turn right. As you travel north, Ann Arbor Saline Road will turn into Main Street. Michigan Stadium is located at the north-east corner of Main Street and Stadium Boulevard.

## From Chicago or Points West:

Take I-94 East to Ann Arbor-Saline Road exit (#175). Turn left and follow Ann Arbor-Saline as it turns into Main Street. Michigan Stadium is located at the north-east corner of Main Street and Stadium Boulevard.

## From Toledo or Points South:

Take US 23 north to I-94 West. Follow directions above from Detroit Metro Airport.







# M 2011

## MICHIGAN STADIUM INFORMATION

### **AUTOMATED TELLER MACHINES**

Automated teller machines are located at the north and south ends of the stadium.

### **BABY CHANGING AREAS**

Changing tables are located in all restrooms at Michigan Stadium.

### **BAG CHECK**

Michigan Stadium has a Bag Check area for guests who may have items that will not be allowed into the stadium (see the Prohibited Items list in this guide). The Bag Check area is located at Crisler Arena, Gate E (northeast corner of Crisler Arena). Guests must take their prohibited items to their vehicle or to the Bag Check Area. A claim check will be given to them that should be retained to claim their checked items. The following items may not be checked: Cash, Alcohol, Illegal Drugs, Food, Video Cameras, Cameras and Weapons. By using this service, you assume all risk of loss for checked items. Items must be picked up within 45 minutes after the end of the football game. If not claimed within the 45 minute timeframe, please call Crisler Arena (734-998-7025) the Monday following the game to claim your item. Items not claimed within 10 days will be discarded. Please note that fans are advised to leave prohibited items at home to avoid the long lines at the Bag Check area.

### **CAMERAS AND VIDEO EQUIPMENT**

Single-frame flash photography is allowed. All forms of video and motion-picture cameras are strictly prohibited. Guests are also forbidden to use lighting or camera support pods at Michigan Stadium.

### **CONCESSIONS**

Full service concession stands are available around the stadium concourse. Concession services are managed by Sodexo, Inc.

### **ELEVATORS**

Michigan stadium has 14 elevators available for use by guests holding tickets to premium seating areas (Suites and Club Level) as well as by guests with a disability. The locations of the elevators are indicated on the stadium map on page 17.

### **EXIT/RE-ENTRY**

Guests are not permitted to leave Michigan Stadium and return on the same ticket. Re-admittance to Michigan Stadium will be allowed only in the case of an emergency. Those needing to exit Michigan Stadium for this purpose must see the Gate Supervisor through which they exit/re-enter prior to exiting.

### **FAMILY RESTROOMS**

Family restroom locations are indicated on the stadium map on page 17.

### **FAN CONDUCT**

Guests using foul language, making obscene gestures, or appearing inebriated will be ejected from Michigan Stadium. Any fan entering the field of play or throwing objects in the stands or onto the field will face arrest and prosecution. Fan's season tickets may be subject to termination if they or the persons holding their ticket are found to be the cause of these problems. If someone is interfering with your enjoyment of the game, please contact a Michigan Stadium Event Staff

### **FIRST AID**

Emergency medical technicians, doctors and ambulances are at Michigan Stadium during all games. Should you require medical assistance, please see a Michigan Stadium Event Staff Team Member or go to the First Aid building, located west of Gate 9. In addition, American Red Cross personnel are also located throughout the stadium seating areas and are available for assistance.

### **GATE OPENINGS/CLOSINGS**

We highly recommend getting inside the stadium gates in plenty of time to enjoy pre-game festivities and avoid the typical congestion near kick-off. Showing up early and becoming familiar with your surroundings will be the best way to make your game day experience a great one. Michigan Stadium gates open two hours prior to kick-off and close one hour after the conclusion of the game. Designated entry points have been set up for club and suite level ticket holders on both the east and west sides of the stadium that open at 2.5 hours prior to kick-off. The east side entry is located at the Jack Roth Stadium Club off the Blue Lot parking area. The west side entry is in the Ross Tower lobby located off of Main St. just south of Gate 8. We recommend entering the gates at least 60 minutes prior to kick-off. The club and suite levels close one hour after the conclusion of the game.

### **LOST & FOUND**

Found items can be given to a Michigan Stadium Event Staff Team Member, a Department of Public Safety Officer or taken to Guest Services at Gate 9. Anyone wishing to inquire about a lost item may do so at Gate 9 Guest Services. Persons who have lost articles can call (734) 763-3434 on the Tuesday following the game.

### **MEDIA ENTRANCE/WILL CALL**

The designated entry point for media as well as media will call is located at the Levine Tower Lobby located just north of Gate 4.

### **MHSFCA HALL OF FAME DISPLAY**

The Michigan High School Football Coaches Association Hall of Fame display is located on the lower concourse at the southeast tower as indicated on the stadium map on page 17. This display recognizes past and current inductees in the MHSFCA Hall of Fame.





## PARKING & COURTESY SHUTTLE INFORMATION AND UPDATES

Access to game day/cash sales parking is available on a weather permitting basis at the University of Michigan Golf Course from three locations: State Street, Stadium Blvd/Green Lot, and Main Street. Game day/cash sales parking is also available at Pioneer High School from Main Street, Ann Arbor and Outing from Stadium Boulevard, Maize from State Street just south of the Varsity Athletic Center, the University of Michigan Driving Range from S. Main Street, and the Red Lot from State Street. For a more detailed list of parking rates, availability, location and courtesy shuttle schedules, please go to the Michigan Football Game Day link at [mgoblue.com](http://mgoblue.com).

## MIUM SEAT ENTRY POINTS

Designated entry points have been set up for club suite level ticket holders on both the east and west sides of the stadium. The east side entry is located at the Jack Roth Stadium Club off the Green Lot parking area. The west side entry is in the Ross Tower Lobby located off of Main St. just north of Gate 8.

## GRAMS & MERCHANDISE

Limited souvenir programs are available from vendors in parking lots and inside the stadium. Officially licensed University of Michigan merchandise is available at M-Den Stores located inside the stadium concourse and outside the stadium.

## SECURITY AT MICHIGAN STADIUM

Michigan State Police and law enforcement personnel have completed emergency response plans for a variety of situations at Michigan Stadium. We hope emergencies never occur, but we are prepared to respond if they do. This information will help you know what to do and how to contribute to a safe environment for all.

### You Should Do

Follow the nature of a specific event or emergency, directions to fans and staff will be communicated via public address announcements, video scoreboard messages. Emergency meeting locations may include Crisler Arena, Ann Arbor Pioneer High School and other nearby facilities. Fans are requested to listen to announcements and remain seated until instructed otherwise.



### What Not To Do

In order to keep the Big House a safe environment for all, we remind you about three key stipulations of the University of Michigan ordinance of the Board of Regents:

- Alcohol, possession and/or consumption, is prohibited at all athletic events inside the stadium.
- No person shall throw, project or drop any projectile or object that could cause injury in the spectator or playing area.
- Unauthorized entry onto the playing field before, during or after the game is prohibited.

Violation of these articles of the University ordinance shall constitute a civil infraction and shall be punishable by a fine of not more than \$50 plus court costs.

### WHAT TO BRING

Fans are encouraged to bring ONLY necessary items to football games at Michigan Stadium. Suites and Club Level areas open 2.5 hours prior to kick-off. Suite and Club Level ticket holders may access these areas at that time through their designated entrances on the east and west sides of the Stadium. All other gates open two hours before kick-off -- please plan to arrive within the first hour. All items carried to the Stadium are subject to search.

#### • Permitted Items

Non-pocket seat cushions  
Binoculars -- but cases are not allowed  
Cell phones and cameras

Small cameras (those without a detachable lens) and radios  
Blankets and rain apparel - but no umbrellas

#### • Prohibited Items

All bags  
All bottles (including all types of water bottles)  
Containers of any kind (including coolers, thermoses, cups, cans, flasks)  
Aerosol and spray cans  
Umbrellas and seat backs  
Flags and flagpoles  
Alcoholic beverages  
Food of any kind  
Video cameras and tripods  
Strollers  
Projectile toys (including footballs, Frisbees and beach balls)  
Weapons

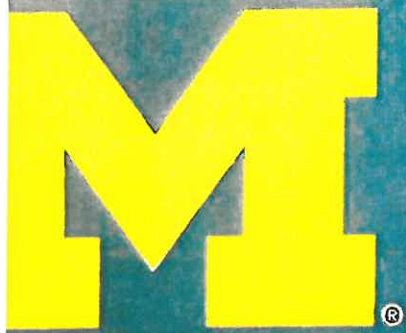
Changes in national and regional security levels may affect security procedures at Michigan Stadium. Exceptions for medical reasons will be addressed individually at the gates. Those needing to bring items of need (i.e. diapers for a baby, medical prescriptions, etc.) are encouraged to carry them into the Stadium in a clear plastic bag.

We appreciate your cooperation with these security measures. Enjoy the game!

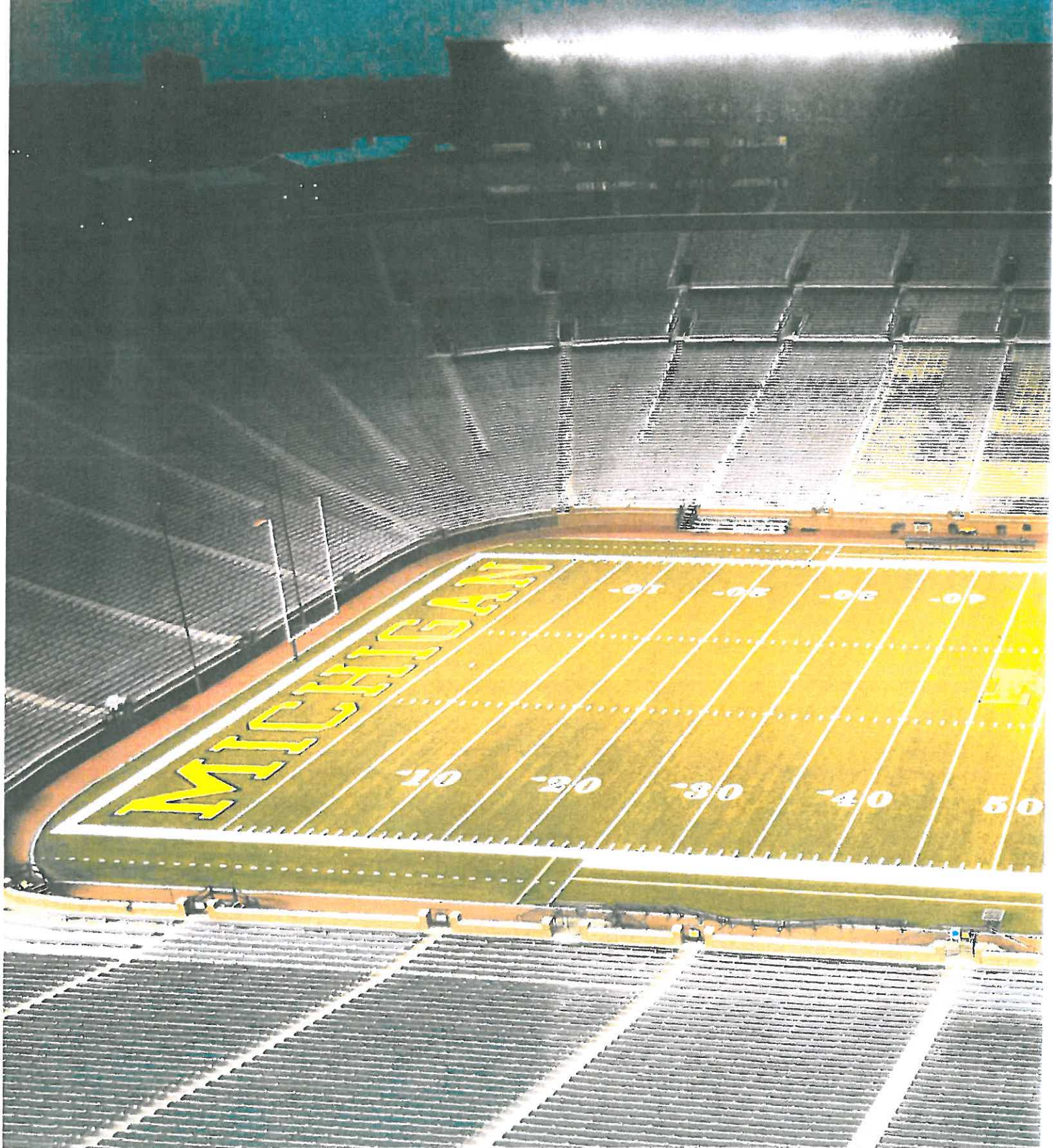
### SMOKING

The University of Michigan is a smoke-free campus. Smoking is prohibited in ALL areas of





Under the L

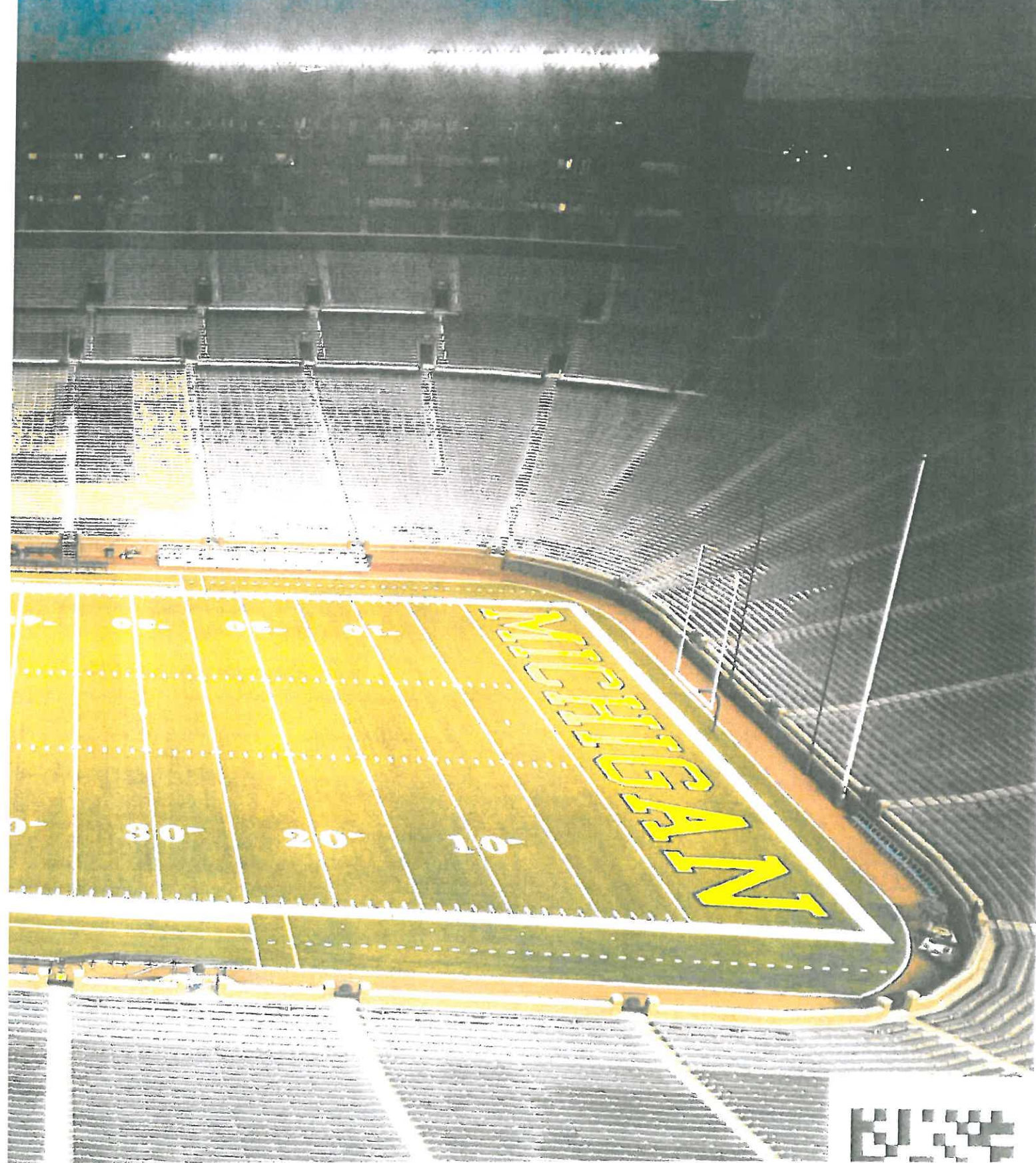




nts 9/10/11



at&t







Michigan Stadium. In addition, guests wanting to leave and smoke may not re-enter the stadium. It is the responsibility of all fans to observe the no-smoking regulation.

#### **STAIR TOWERS**

The upper concourses on both the east and west sides of Michigan Stadium can be accessed by the public stair towers in the 4 corners of the structures. These concourses will allow guests, particularly those in the upper rows of the sidelines to freely move about the stadium and also provide additional bathroom and concession areas.

#### **STUDENT ID POLICY**

To gain entry into Michigan Stadium with a

student ticket, a student ID must be presented at the gate or a validation sticker must be purchased and affixed to the student ticket. No one shall use the ID of another student to gain entry. Validation stickers will not be sold at Michigan Stadium on game day. Please visit [mgoblue.com/ticketoffice](http://mgoblue.com/ticketoffice) for more information.

#### **TELEPHONES**

Guests needing to make a phone call should visit Guest Services at Gate 9 to use the Stadium Courtesy Phone.

#### **TICKETS AND ADMISSION**

Michigan Stadium gates will be open two hours prior to kick-off. Suites and Club Level Areas

open 2.5 hours prior to kick-off. Suite and Club Level ticket holders may access these areas at that time through their designated entrances on the east and west sides of the stadium. Tickets cannot be refunded or replaced if lost, stolen, or destroyed. Children of all ages must have tickets for admission. Please hold on to your ticket stub at all times.

#### **TRAFFIC POST-GAME**

In order to expedite the high volume of vehicles leaving Ann Arbor following all football games at Michigan Stadium, traffic on Main Street from Stadium Boulevard to I-94 is one way southbound.

#### **TRANSPORTATION**

Public transportation is available through the AATA Football Ride ([www.theride.org](http://www.theride.org)). Please see the AATA advertisement on page 16 for more information.

#### **WATER FOUNTAINS**

Water fountains are located throughout the public concourses at Michigan Stadium. Please ask any Event Staff Team Member for their nearest location. In addition, free cups of water may be obtained from any concession stand with soda dispensing capability.

#### **WILL CALL-PREMIUM SEATING AREAS**

Will Call for premium seat holders is located at their designated entry points on the east and west sides of Michigan Stadium. The east side entry is located at the Jack Roth Stadium Club off the Blue Lot parking area.

#### **WILL CALL-PUBLIC**

The Public Will Call ticket window is located at the Stadium Boulevard entrance of Crisler Arena (Gate A). The Will Call window will open two and one-half hours before kick-off and will remain open until the start of the 3rd quarter.

#### **WILL CALL-STUDENT**

Michigan Student Will Call is located at Gate 9 on the north end of the Stadium. The Student Will Call Window will open two and one-half hours before kick-off and will remain open until the start of the 3rd quarter.





# THE M DEN

OFFICIAL  
SEASON TEE

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MICHIGAN  
2011

THIS IS  
  
MICHIGAN  
2011

THIS IS  
  
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JACK

**M**

## 2011 HOME SCHEDULE

09.03.11 WESTERN MICHIGAN\*

09.10.11 NOTRE DAME\*

09.17.11 EASTERN MICHIGAN\*

09.24.11 SAN DIEGO STATE\*

10.01.11 MINNESOTA\*

10.29.11 PURDUE\*

11.19.11 NEBRASKA\*

11.26.11 OHIO STATE\*

## GEAR UP FOR FALL

with the

## OFFICIAL 2011 SEASON TEE!

### Get yours today!

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*The M Den is proud to be the Official Merchandise Retailer  
of the University of Michigan Athletic Department.*

**Campus**  
S. State St.  
Ann Arbor, MI 48104  
(686-3002)

**Main Street**  
315 S. Main St.  
Ann Arbor, MI 48104  
(734.997.8000)

**Briarwood Mall**  
656 Briarwood Cir.  
Ann Arbor, MI 48108  
(734.769.7455)

**Game Day**  
9 locations inside the  
Stadium, Tent at North-  
west corner of Stadium

**Laurel Park Place**  
37538 W. Six Mile Rd.  
Livonia, MI 48152  
(734.952.0591)

**Twelve Oaks Mall**  
27326 Novi Rd.  
Novi, MI 48377  
(248.347.7401)



# Better Late Than Never!



## RESERVE YOUR WOLVERINE SEAT CUSHION TODAY!

- Reserve a Michigan Seat Cushion ("Wolverine Seats") for the 2011 season for just \$36
- Seat pads are attached to your seat location
- Please disregard if you have already reserved
- Logon on to [www.wolverineseats.com](http://www.wolverineseats.com) or call 1-800-510-5614 to reserve today
- Stadium Seat Cushion representatives will be present on game day to assist you

WOLVERINE SEAT CUSHION



# M MICHIGAN STADIUM

## GUIDE FOR GUESTS WITH A DISABILITY

The University of Michigan has established these policies and procedures in an effort to ensure that our guests with a disability enjoy their game day experience at Michigan Stadium. If you have any questions about these policies and procedures, please see the nearest Event Staff Team Member. Also, if you have any post game day input, please e-mail us at [guestservices@umich.edu](mailto:guestservices@umich.edu)

### PARKING/COURTESY SHUTTLE SERVICE

Parking for guests with mobility impairments is available in the following lots: Blue, Champions North, Green, and Grey. A limited number of single game parking passes for persons needing accessible parking is available by calling the Michigan Ticket Office (734-764-0247).

The University of Michigan provides complimentary shuttle service for guests with a disability to and from several parking lots and Michigan Stadium. The shuttles are available both before

and after home football games and specific information and schedules are listed below. For more information, please contact the nearest Event Staff Team Member for information.

- At one hour prior to kick-off, all shuttles will cease driving on the concourse due to crowded concourse conditions.
- From one hour prior to kick-off up until game time, shuttles will take you to Gate 2 or Gate 8 of the stadium but will not enter the stadium due to the crowded concourse conditions.
- Beginning about 20 minutes after the end of the game, shuttles will circle the concourse and make pick-ups to accommodate you to the stadium exits or to the Green, Blue, Buffalo or Grey Lots. Please stay at Gate 2, 4, 8, or 10 to be picked up or contact the nearest Event Staff Team Member for assistance.

### DROP-OFF LOCATIONS

Guests needing to be dropped off and picked up at Michigan Stadium may do so at Gates 2 (Varsity Plaza) and at the Hoover Street Entry to the Buffalo Lot. Wheelchair accessible shuttles are available to/from the Buffalo Lot Drop-Off Location. Please see the Courtesy Shuttle Service Schedule below for more information.

### GATES

Entry gates 2 (Varsity Plaza), 4 (Champions Plaza) and 8 (Wolverine Plaza) are ADA accessible entrances into Michigan Stadium. In addition, guests with a disability may use the Premium Seat Entrances at the Jack Roth Stadium Club (east side of stadium off of Blue Lot Parking Area) and the Levine Elevator Lobby to access the stadium and elevators to the different concourses of the stadium.

CONTINUED ON PAGE 11



### Pre-Game Courtesy Shuttle Service

Shuttle	From	To	Begins
Green Lot	Golf Course Clubhouse	Section You Sit In	2 hours prior to kick-off
Blue Lot	Bus Shelter in Blue Lot	Section You Sit In	2 hours prior to kick-off
Stadium	Signed Benches at Gates 2, 4, 8, 10	Section You Sit In	2 hours prior to kick-off
Grey Lot	Indoor Track Building	Section You Sit In	2 hours prior to kick-off
Buffalo Lot	Drop-Off Location on Hoover Street	Section You Sit In	2 hours prior to kick-off

From one hour prior to kick-off up until game time, shuttles will take you to Gate 2 or Gate 8 of the stadium but will not enter the stadium due to the crowded concourse conditions.

### Post-Game Courtesy Shuttle Service

Shuttle	From	To	Begins
Stadium	Your Section or Gates 2, 4, 8, 10	Blue, Grey, Buffalo or Green Lot	20 minutes after end of game



# Nice tackle.



From fishing line to footballs, Meijer allows you to bag your limit without blitzing your bank account.  
150,000 items across 40 departments help Meijer sack the competition every time.



### ELEVATORS

Michigan Stadium elevators may be used by guests with a disability to access the different areas of the stadium. Please see the stadium map on page 17 for locations of these elevator lobbies.

### ACCESSIBLE ROUTES

The football game day map on page 1 identifies accessible pathways into the stadium from parking areas; to accessible seating areas inside the stadium from gates; and to accessible restrooms. If guests need assistance to/from different areas, please contact the nearest Event Staff Team Member for help.

### WILL CALL

The Public Will Call ticket window is located at the Stadium Boulevard entrance of Crisler Arena (Gate A) and is on an accessible path. The accessible Student Will Call ticket window may be accessed by entering Gate 8 (Wolverine Plaza) of Michigan Stadium where you will be escorted to the Guest Services location inside the stadium. Both Will Call windows open at 2.5 hours prior to kick-off and will remain open until the start of the 3rd quarter.

### ASSISTED LISTENING DEVICES

Assisted Listening Devices (ALDs) are available for loan at no charge in the Guest Services building near Gate 9 (north end of the stadium). A driver's license, credit card or some other acceptable form of picture identification is required as a deposit. ALD's must be returned within 45 minutes after the end of the game.

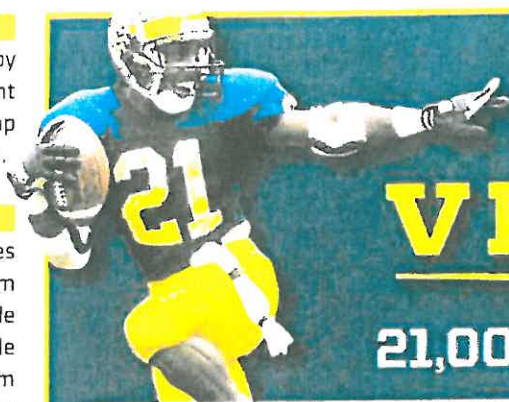
### RESTROOMS

All restrooms at Michigan Stadium are accessible with the exception of lower level restrooms at Section 14, Section 24, and Section 32.

### TICKETING/SEATING

Accessible (wheelchair) seating is indicated on the map on Page 17 as the light blue highlighted areas. The following ticketing/seating policies and procedures will be in place for persons with a disability:

- Persons with a disability who are in a wheelchair will be entitled to one wheelchair and one companion ticket per game consistent with the normal ticket policies. The wheelchair accessible ticket policy is available at [mgoblue.com/tickets/wheelchair.html](http://mgoblue.com/tickets/wheelchair.html).



# M VICTORS CLUB

## 21,000 DONORS BY 2012

The #21 holds a special place in Michigan Football History. Worn by Desmond Howard: Heisman Trophy Winner, College Football Hall of Famer and Super Bowl MVP.

Help The Victors Club honor the #21 by helping us reach our 2012 goal of 21,000 members!

### How can you help?

#### Refer a Friend Program

- Tell your fellow Maize and Blue supporters to join The Victors Club
- You'll get 1 Priority Point for every \$100 they give when they become a new member!
- Only gifts to the Athletic Department will receive credit for the Refer a Friend Program
- Gifts must be made by January 31, 2012

Have them join Today by calling us at (734) 764-7131 or by e-mailing us at [mvincitors@umich.edu](mailto:mvincitors@umich.edu) - and make sure they give your name so you can receive bonus points to help you gain priority on tickets and parking!

### The Importance of Annual Donations

Annual giving to The Victors Club provides the important scholarship funding that allows Michigan Athletics to offer an incredibly successful and broad-based program. As a Victors Club member, you and your friends can enjoy the pride of investing in our student-athletes and their commitment to being the Leaders and Best academically and athletically. Members of The Victors Club share that same commitment to the highest level of excellence that is the foundation of this University.

### Want the latest Victors Club information?



[facebook.com/victorsclub](https://www.facebook.com/victorsclub)



Follow us on Twitter @umichvictors

- When a ticket holder in a bench seating area of the stadium needs an accessible seat for a single game, whether bench tickets were purchased from the ticket office or otherwise acquired, a person must call the Athletic Ticket Office at 866-296-6849 by 5 p.m. on the Wednesday prior to the game to exchange their tickets for a wheelchair and companion ticket. Subject to availability, the Ticket Office will use its best efforts to provide such tickets in a comparable location to their original bench tickets. Likewise, a person who has ticket(s) in wheelchair accessible seating and transfers them to a patron who does not need such seating must

contact the Athletic Ticket Office by 5 p.m. on the Wednesday prior to the game to exchange their tickets for bench seating.

- No season ticket or individual game ticket will be sold or exchanged to customers without disabilities (other than non-disabled companions of guests who use wheelchairs) in any wheelchair seating location or companion seat. Persons who purchase (season or individual tickets) or exchange tickets in the wheelchair accessible section will be required to verify the need for a wheelchair accessible seating location.



# COMPLIANCE

As a University of Michigan season ticket holder, a UM alumnus or a member of any booster organization, you are by NCAA definition a representative of UM's athletics interests. UM is held responsible for anything you do related to UM's prospects and/or our current student-athletes.

The NCAA has strictly limited the role you, as a Michigan Fan, may take with regard to prospects and student-athletes. The penalties for breaking those rules, whether by accident or intentional, can be severe. Any infraction will jeopardize a young person's opportunity to attend and compete for UM as a student-athlete no matter how minor it may seem. In addition, you might expose UM to NCAA sanctions, and you could be disassociated from the program.

The best message you can take from this information is to ask someone who is knowledgeable about NCAA rules before taking any action with a recruit or a student-athlete. The rules are complicated, and there are far too many to mention in this pamphlet. So do not hesitate to contact the Compliance Services Office at (734) 615-7341 with any questions.

**REMEMBER: ALWAYS ASK BEFORE YOU ACT!**

## DEFINITIONS

### Athletics Representative

**You are a representative of athletics interests if you have:**

- participated in or are a member of an organization promoting UM's athletics program;
- contributed to the athletics department or any of its booster clubs;
- assisted or have been requested by the athletics staff to assist in the recruitment of prospective student-athletes;
- assisted in providing benefits to enrolled student-athletes or their families;
- been involved in otherwise promoting UM's athletics program.

Once an individual is identified as a representative of the institution's athletics interests, the person retains that identity indefinitely.

### Prospective student-athlete

**A prospective student-athlete** ("prospect") is a student who has started classes for the ninth

grade (or the seventh grade for men's basketball), regardless of whether they plan on participating in intercollegiate athletics or are recruited by the University of Michigan. A prospect remains a prospect until initial enrollment at UM, even if the prospect has signed a National Letter of Intent. Any contact by you or any other booster, alumnus or other UM supporter for the purpose of recruitment is prohibited.

## RECRUITING DO'S AND DON'TS

**DO** feel free to send newspaper clippings and other information about prospects which you believe may be important to the coaching staff.

**DO** feel free to attend high school or community college athletics events.

**DO NOT** get involved in the recruitment of prospects. Only NCAA certified coaches and athletics department staff members can be involved in the recruiting process.

**DO** continue established family relationships with friends and neighbors that have children within prospect age or those who are presently student-athletes.

**DO NOT** provide any type of inducements (i.e., tickets, apparel, etc.) to prospects to attend UM.

**DO NOT** contact prospects with whom you have an established family friendship for the purpose of recruitment, even if they are attending another collegiate institution

## PROHIBITION ON BENEFITS TO PROSPECTS

It is impermissible to provide any type of assistance to a prospect, financial or otherwise. A representative of UM's athletics interests or a "booster" may not provide ANYTHING to a prospect, their friends or family even if the prospect has signed a National Letter of Intent.

**DO** feel free to contact the prospect's head coach if you are interested in employing a prospect after he/she has graduated from high school and prior to their initial enrollment at UM.

**DO NOT** provide any room, board or any other type of living expenses to the prospect during the summer prior to enrollment (i.e., reduced cost housing, "house sitting").

**DO NOT** become involved in any arrangements for a prospect, their friends or family, to receive any money or any financial assistance of any kind.

## CONTACT WITH TRANSFER STUDENT-ATHLETES

It is impermissible for any member of UM's athletics staff, alumnus or booster to contact a student-athlete at another institution for the purpose of recruitment. A student-athlete who is attending another institution must receive written permission from their institution before they can have contact with UM.

## PROHIBITION ON BENEFITS TO CURRENT STUDENT-ATHLETES

It is impermissible to provide any type of assistance, financially or otherwise, to a current UM student-athlete and/or his or her family. You may not co-sign loans or notes. You may provide a legitimate job for currently enrolled UM student-athletes. A student-athlete may not use his/her athletics reputation, skill or pay-back potential as a future professional athlete to receive a loan.

**DO** feel free to invite a student-athlete to your home for a home-cooked meal, but only infrequently on special occasions (i.e. birthday) with the approval of the head coach or the





GO  
WHERE  
THE  
VICTORS  
GO.



University of Michigan  
Health System

[UofMHealth.org](http://UofMHealth.org)





Compliance Services Office. You may not provide a student-athlete with a meal in a restaurant.

**DO NOT** provide awards, gifts or money to student-athletes for their athletic performance. All awards must meet NCAA regulations.

**DO NOT** expend funds to entertain student-athletes, their friends or their family (i.e., tailgate party).

#### TRANSPORTATION FOR PROSPECTS OR CURRENT STUDENT-ATHLETES

It is impermissible to provide any type of transportation to a student-athlete or a prospect. It is impermissible to be involved directly, or indirectly, in arrangements to provide a vehicle to a student-athlete or a prospect.

**DO NOT** provide any transportation to a student-athlete or prospect, their friends or family.

**DO NOT** provide any type of financial assistance to a student-athlete or prospect, their friends or family for the purpose of obtaining a vehicle (i.e. co-signing a loan or note).

#### ATHLETE SPONSORSHIP

It is impermissible to use the name or picture of a student-athlete to directly advertise, recommend or promote sales or the use of a commercial product or service of any kind.

**DO** feel free to contact UM's marketing and promotions department to inquire about promoting UM athletics.

**DO NOT** attempt to sell a picture of a student-athlete, it may jeopardize their eligibility at UM.

**DO NOT** use UM game footage or photographs in any commercial advertisements without first contacting UM athletics.

#### EMPLOYMENT OF STUDENT-ATHLETES

It is permissible to employ current Michigan student-athletes. However, all compensation received by a student-athlete must be for work actually performed and at a rate commensurate with the going rate locally for similar services.

**DO NOT** provide any extra benefits to employed student-athletes, unless the benefit is provided to all employees (e.g., transportation, insurance, etc.).

**DO NOT** compensate a student-athlete based on their reputation, fame or personal following.

#### PENALTIES FOR RULES VIOLATIONS

The NCAA can impose a wide variety of penalties on institutions and student-athletes who violate its rules. Violating any of the rules above is like to lead to some combination of the following sanctions from the NCAA:

- The prospect or student-athlete may be declared ineligible for competition at UM.
- The booster or employer involved may be disassociated from UM.
- UM may be subject to sanctions imposed by the NCAA, including forfeiting games, revenues and championships.

#### QUESTIONS?

If you are unsure about any rule or what you can or cannot do, STOP! Take time out to call the Compliance Services Office for information at (734) 615-7341.

**GO BLUE!**

**MGOBLUE.COM**

Together the University of Michigan and YOU have made this program a success. These reminders of booster do's and don'ts should help guide you in your efforts and ensure that Michigan Athletics continues toward the ultimate goal of academic and athletics excellence.

**THANK YOU FOR SUPPORTING  
MICHIGAN ATHLETICS!**





# Can't make it to the Big House?

**Sell your extra University of Michigan tickets in the world's largest fan to fan ticket marketplace:**

- Log in to your account at [mgoblue.com/ticketmarketplace](http://mgoblue.com/ticketmarketplace)
- List your tickets and set the price you want
- Sit back and relax—you'll get paid as soon as your tickets sell

**As always, listing is free and buyers will never contact you. StubHub handles all customer service and ensures that fans get their tickets in time for their event.**

**Now you can sell all the way up to kickoff!**

**StubHub!**

Official Fan-to-Fan Ticket Marketplace of







# STAY

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## MOBILE

Text GOBLUE to 51234

opt-in to receive Michigan Mobile alerts

(Message & data rates may apply)

# GOBLUE.COM

THE BEST WAY TO ENJOY MICHIGAN  
FOOTBALL SATURDAYS . . .

***CATCH THE FOOTBALL RIDE SHUTTLE!***

Avoid traffic congestion and parking chaos. Take TheRide's Football Ride shuttle bus in climate-controlled comfort to Michigan Stadium.



It's easy, convenient and fun. Park your car at any of the shuttle pickup locations and hop onto the Football Ride. You'll be delivered, warm and dry, to the stadium. After the game, the Football Ride takes you back to your car. Just \$1.50 one way. The shuttles serve Ann Arbor hotels and motels, U of M parking structures and downtown Ann Arbor.

Football Ride runs approximately every 20 minutes beginning two hours before game time. Each shuttle begins its last trip 30 minutes prior to kickoff. Shuttles run for approximately 60 minutes after the game ends. The Michigan Stadium drop-off and after-game boarding location is at Gate 2.

Order the Football Ride tickets you need for the entire season, or just a game or two, for yourself or the whole gang. Order two tickets per round trip at \$1.50 one way, or \$3.00 round trip per game.

Purchasing tickets in advance is recommended. Tickets may be purchased at participating hotels, online at [www.TheRide.org](http://www.TheRide.org), or by mail order.

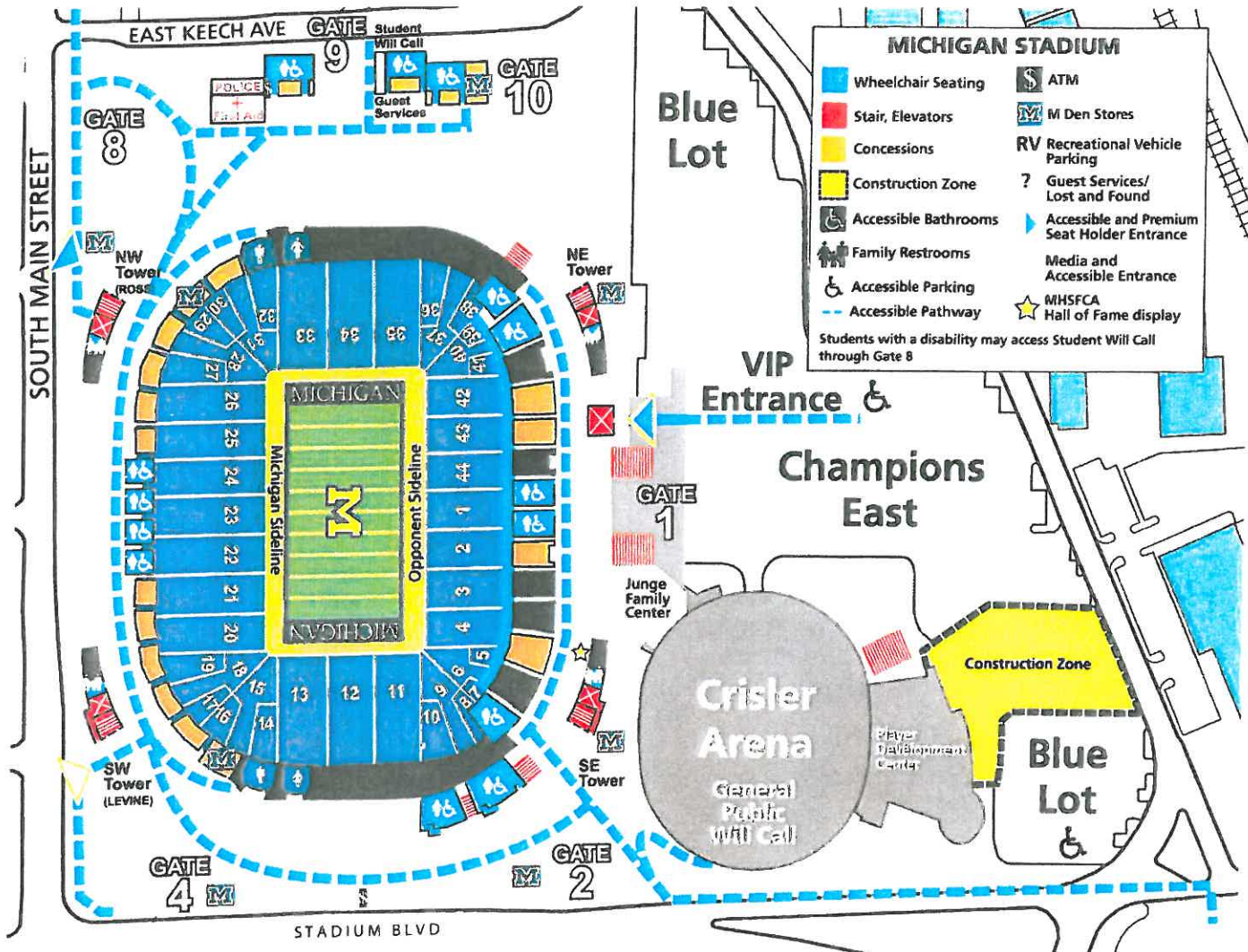
To order by mail, send your ticket order, with a check or money order payable to "AATA" to: Football Ride, AATA, 2700 S. Industrial Hwy., Ann Arbor, MI 48104. For more information, visit [www.TheRide.org](http://www.TheRide.org), or call 734.973.6500. Your Football Ride tickets will be mailed to you within one week of receipt of your order.

734.973.6500  
[www.TheRide.org](http://www.TheRide.org)





# MICHIGAN STADIUM



## TICKET USAGE CHART

DATE	OPPONENT	TIME	# OF TICKETS	HOW TICKETS USED (RESOLD, EMAILED, GIVEN AWAY, ETC.)
EP. 3	WESTERN MICHIGAN	3:30 P.M.		
EP. 10	NOTRE DAME	8:00 P.M.		
EP. 17	EASTERN MICHIGAN	NOON		
EP. 24	SAN DIEGO STATE	TBA		
CT. 1	MINNESOTA	TBA		
CT. 29	PURDUE (HOMECOMING)	NOON		
OV. 19	NEBRASKA	TBA		
OV. 26	OHIO STATE	TBA		



# MICHIGAN ATHLETICS SEASON TICKETS AVAILABLE FOR:

MEN'S SOCCER WOMEN'S SOCCER VOLLEYBALL MEN'S BASKETBALL  
WOMEN'S BASKETBALL HOCKEY SOFTBALL BASEBALL WOMEN'S GYMNASTICS

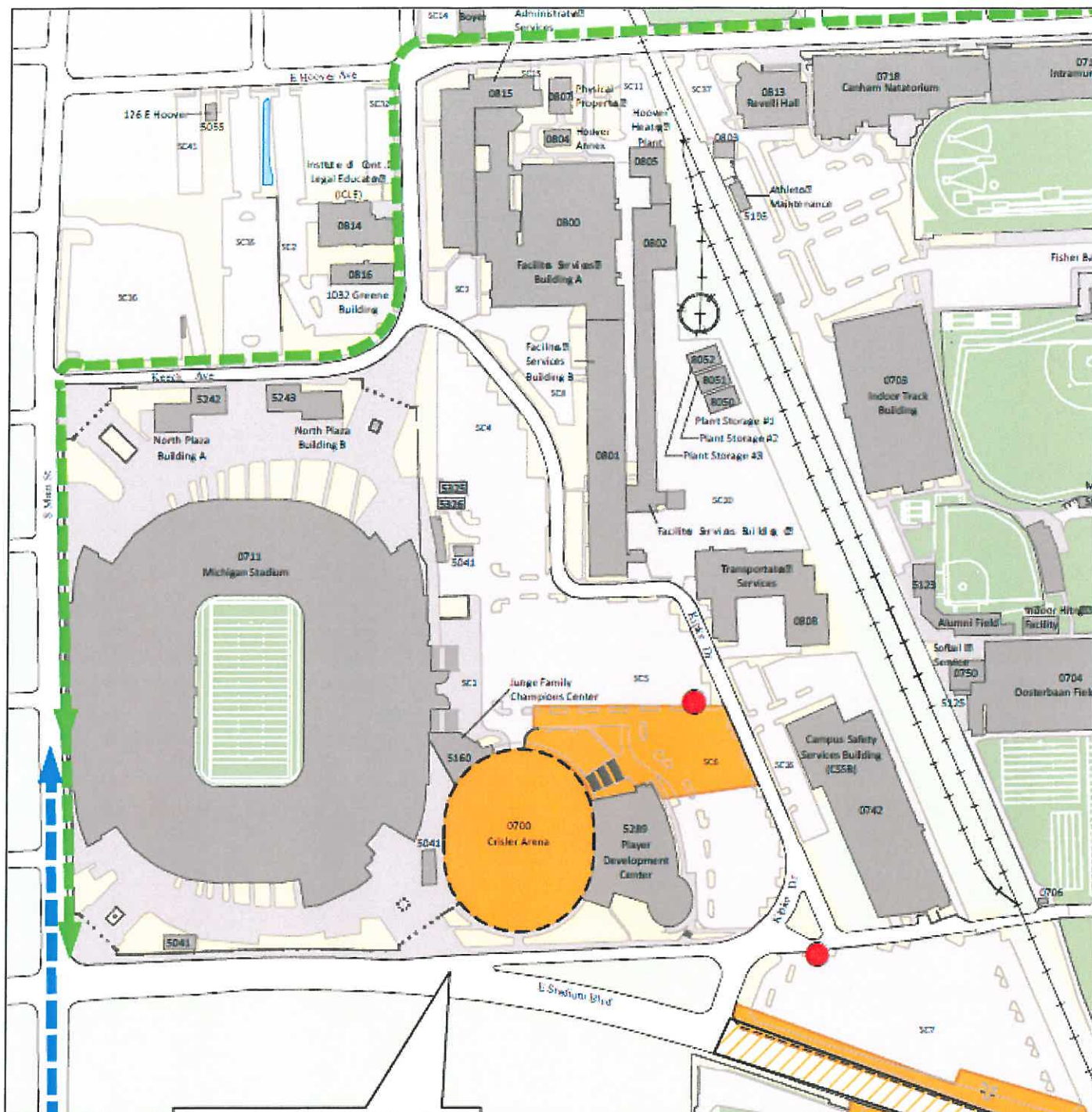


Visit [mgoblue.com/tickets](http://mgoblue.com/tickets) or

call (734) 764-0247



**Exhibit E**  
**Map**



## Legend

● Temporary Transit Stop

➡ Traffic Detour

➡ Pedestrian Route

➡ Existing Traffic Pattern

▨ Roadway Closure

■ Construction Area

■ Existing Building

