

EXHIBIT I

CONFIDENTIAL

Outside Attorneys' Eyes Only



**UNIVERSITY OF
NOTRE DAME**

OFFICE OF THE EXECUTIVE VICE PRESIDENT

John F. Affleck-Graves

Telephone (574) 631-4700

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400 Main Building
Notre Dame, Indiana
46556-5602 USA

June 13, 2008

Mr. Kenneth D. Schanzer
President
NBC Sports
30 Rockefeller Plaza
New York, New York 10112

Dear Ken,

This letter of agreement ("Letter") shall serve to confirm the material terms of the extension of Notre Dame's existing contract with NBC for the telecast of its home football games (as used herein, "Home Game(s)" shall mean games played at Notre Dame Stadium or at an offsite location where Notre Dame is designated as the home team and controls the broadcast rights). This Letter serves to extend the contract to include years 2011 through 2015 under the following terms and conditions.

1. **Upfront Royalty Payment.** In consideration of Notre Dame's willingness to extend the contract and NBC's continued use of the University's name, trademark and logos, NBC will pay Notre Dame an upfront royalty in the amount of _____ to be mailed to Notre Dame on July 1, 2008.

2. **Appearance Fees and Licensing Royalty.** NBC will pay to Notre Dame _____ each year of the extended contract, 2011 through 2015, to be paid annually as an appearance fee of \$ _____ (the "Game Fee") for each Home Game and a Licensing Royalty in the amount equal to the difference between the total Game Fee for each season and _____

3. **Home Games.** During the term of the extended contract, Notre Dame will play eight (8) Home Games each season and NBC shall telecast each of those Home Games on NBC. Notre Dame agrees to consult with NBC in determining the date and kick-off time of each Home Game; provided, however, that the parties agree that the eighth (8th) Home Game played at an offsite location shall be televised in prime time. Notre Dame acknowledges that NBC has committed to telecast the Ryder Cup and the President's Cup (and other PGA events), and Notre Dame agrees to schedule Home Games to avoid conflicts with those events to the extent possible and practicable.

4. **Institutional Spot.** Notre Dame shall be entitled to _____ 30-second _____ during each Home Game produced by Notre Dame at Notre Dame's expense and _____ 120-second institutional _____ during half-time of each Home Game which shall be produced by NBC at Notre Dame's expense.

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Mr. Kenneth D. Schanzer
June 13, 2008
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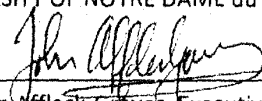
5. **Commercial Format.** Effective 2008, NBC agrees to use a commercial break format that will limit the number of scheduled games stoppages to 16 in-game (4 per quarter) and limit the NBC on-air promotional announcements for other NBC programs during game action to 4 minutes.

6. **Copyright.** Notre Dame and NBC shall jointly own the copyright of the telecast of each Home Game. Both NBC and Notre Dame shall have the right, in perpetuity, to use any NBC telecast or excerpts thereof at any time for internal archival, reference and other non-commercial purposes. During the term of the extended contract, neither NBC nor Notre Dame shall use the telecasts for commercial purposes (except for Notre Dame's coach's show) without the written approval of the other party. The parties agree to share any revenues derived from any other approved commercial uses. At such time as NBC and Notre Dame no longer have a contract for the telecast of Notre Dame Home Games, NBC shall assign to Notre Dame all right, title and interest to the copyright of all Notre Dame Home Games telecast by NBC under a contract between Notre Dame and NBC.

7. **Renewal Negotiations and Right of First Refusal.** Assuming Notre Dame's football program is still independent fifteen months prior to the last game of the 2015 football season to be telecast under the extended contract, Notre Dame and NBC will enter into good faith discussions about renewal of the contract. If the parties have not reached agreement thirteen months prior to the last game of the 2015 football season to be telecast under the extended contract, Notre Dame shall have the right to negotiate with other parties regarding the telecast of its Home Games.

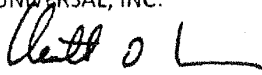
8. **Contract Negotiations.** Notre Dame and NBC agree to negotiate in good faith to memorialize the terms set forth in this Letter and any additional terms by August 30, 2008. Please sign in the space provided below if this accurately represents your understanding of the extension of the contract between NBC and Notre Dame.

UNIVERSITY OF NOTRE DAME du LAC

BY: 
John Affleck-Graves, Executive Vice President

AGREED AND ACCEPTED:

NBC SPORTS, a division of the
NBC UNIVERSAL, INC.

BY: 

ITS: President

DATE: 6/17/08

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UNIVERSITY OF
NOTRE DAME

OFFICE OF THE PRESIDENT

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Facsimile (574) 631-7428

December 17, 2003

Mr. Kenneth D. Schanzer
President

NBC Sports
30 Rockefeller Plaza
New York, New York 10112

Dear Ken,

This letter shall serve to confirm the material terms of the renewal of Notre Dame's contract with NBC for the telecast of its home football games for the years 2006 through 2010.

1. Upfront Royalty Payment. In consideration of Notre Dame's willingness to extend the contract at this time and your continued use of the University's name, trademarks and logos, NBC will pay Notre Dame an up front royalty in the amount of _____ on January 1, 2006.

REDACTED

2. Appearance Fees and Licensing Royalty. Under the agreement, NBC will also pay Notre Dame _____ each year of the contract, 2006 through 2010, to be paid annually as an appearance fee of _____ per home game and a Licensing Royalty in the amount which is the difference between the total appearance fees to be paid in any year and _____

3. Renewal Negotiations and Right of First Refusal. Assuming Notre Dame's football program is still independent fifteen months prior to the last game of the 2010 football season to be televised under the renewal contract, Notre Dame and NBC will enter into good faith discussions about renewal of the contract. If the parties have not reached agreement, thirteen months prior to the last game of the 2010 football season to be televised under the renewal contract, Notre Dame shall have the right to negotiate with other parties regarding the telecast of its home football games. Provided, that prior to entering a contract with a third party for the telecast of its home football games, Notre Dame shall give NBC the first right of refusal to contract with Notre Dame for the telecast of its home football games and shall not enter a contract with a third party for a payment to Notre Dame in an amount that is less than the amount demanded by Notre Dame

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from NBC.

4. Seven Game Seasons and USA Network. During the term of the renewal contract, Notre Dame will play seven home games in 2 seasons. During the term of the renewal contract, NBC shall telecast at least five home games of each season on NBC and shall have the right to telecast the remainder of the games in that season on USA Network.

Except as set forth herein, the terms and conditions of the current agreement between Notre Dame and NBC, will remain in full force and effect throughout the term of the extension. This agreement is contingent on execution by Notre Dame and NBC of a revised contract delineating the details of the renewal agreement as outlined herein.

If by April 1, 2004, Notre Dame decides to remain independent for football, then the parties shall enter into good faith discussions about the possibility of giving NBC the option to renew the contract for an additional five year period, 2011-2016.

Please sign in the space provided below if this accurately represents your understanding of the renewal of the contract between NBC and Notre Dame.

UNIVERSITY OF NOTRE DAME du LAC

By: Edward A. Malloy, C.S.C.
Rev. Edward A. Malloy, C.S.C.

Its: President

ACCEPTED AND AGREED;

NBC SPORTS, a Division of the
NATIONAL BROADCASTING COMPANY, INC.

By: [Signature]

Its: President

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