

### **Tournament Agreement**

This Tournament Agreement (the "Agreement") made and entered into this October 21, 2016, by and between Louisiana State University, located at Baton Rouge, LA 70803 ("School") and Houston Astros, LLC, having a place of business at 501 Crawford Street, Houston, Texas 77002 (the "Astros"). School and Astros are referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, School's baseball program is a Division I member of the National Collegiate Athletic Association ("NCAA");

WHEREAS, the intercollegiate baseball tournament currently known as the "*Shriners Hospital for Children*® College Classic" (the "Tournament") is scheduled to be held at Minute Maid Park, located at 501 Crawford Street, Houston, Texas 77002 (the "Stadium"). "Tournament" shall also include events related to School's participation in the Tournament, including, without limitation, the Games (as defined below) and the Shriners Events (as defined in Section 2(b)(v));

WHEREAS, School wishes to compete in Tournament baseball games against the opponents and according to the schedule set forth in Exhibit A, as may be amended according to Section 1 herein (the "Game(s)");

NOW, THEREFORE, in consideration for the foregoing and the mutual agreements and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Schedule. The Games will be played according to the schedule set forth in Exhibit A. Astros shall have the right to cancel, postpone or reschedule the Tournament, including, without limitation, any of the Games or Shriners Events, in Astros' sole discretion.

2. Use of Stadium; Responsibilities and Retention of Rights.

(a) Astros Responsibilities and Expense. The Astros shall:

- i. Except as otherwise explicitly set forth herein, make and be responsible for all necessary arrangements and assume all expenses for all Stadium-related services, personnel, equipment and materials in Astros' sole discretion, including, but not limited to, all necessary security and police personnel, ushers, electricians, engineers, groundskeepers, field preparation personnel, public address technicians and announcers, scoreboard operators, cleaning personnel, qualified medical personnel and ambulance service, locker room attendants, locker room supplies, admissions personnel and utilities;
- ii. Pay to the School, as part of the Astros' financial sponsorship of the Tournament, a one-time sum of Ten Thousand Dollars (\$10,000.00) to be placed in School's budget for purposes of School's participation in the Tournament, including Travel Costs (as defined in Section 2(b)(i) herein) and any expenses associated with ancillary activities and/or promotions in connection with the Tournament. Astros shall pay the amount specified herein no later than ten (10) days following the final game of the Tournament; provided School abides by all the terms and conditions of the Agreement and participates to the conclusion of the Tournament.
- iii. Prepare the field at the Stadium to appropriate standards and specifications;
- iv. Provide umpires and baseballs for the Games;

- v. Cause the concession stands between Sections 105 and 133 of the Stadium to be operated, unless otherwise determined in Astros' sole discretion;
- vi. Manage in-game entertainment, including but not limited to use of video board(s), stadium audio, and other Stadium features in Astros' sole discretion;
- vii. Open or Close the Stadium roof in Astros' sole discretion;
- viii. Make media credentials available to media in Astros' sole discretion;
- ix. Make parking for the Game available in any parking lots controlled by the Astros that Astros deems appropriate, for which Astros shall be entitled to charge fee(s) in its sole discretion;
- x. Sell advertising, sponsorships, merchandise, market and promote the Tournament in Astros' sole discretion.
- xi. Provide School with one hundred (100) general admission tickets per day at no cost to School; and
- xii. Provide School with five (5) parking passes in the parking lot known as the "Diamond Lot" at no cost to School.

(b) School Responsibilities and Expense.

- i. School shall be responsible for and shall pay all costs associated with housing and traveling and providing meals for School players, staff and other members of the School's traveling party in connection with School's participation in the Tournament (the "Travel Costs");
- ii. School shall provide all necessary baseball equipment necessary for School's participation in the Tournament, including, but not limited to, bats, baseballs for batting practice and appropriate gear, as necessary, and bat boy(s) or bat girl(s);
- iii. School shall promote the Tournament on its campus and shall comply with any additional promotional assistance that Astros may reasonably request to include alumni associations, booster clubs, etc.; and
- iv. School further agrees not to permit any player, coach, manager, trainer, staff member, bat boy(s) or bat girl(s), or other on-field participant ("Game Participant") to participate in any Game, batting practice or other on-field activity who has not executed a release in the form attached hereto as Exhibit B. School shall deliver all executed releases to Astros prior to the Tournament, including any batting practice. No intended Game Participant shall be permitted on-field if s/he has not signed an executed release.
- v. School agrees to commit to at least one (1) service-related project to raise awareness and/or money for *Shriners Hospital for Children®* in support of School's participation in the Tournament (the "Shriners Event(s)"). The Shriners Event(s) shall take place in the community where School is located on a mutually agreed date in the weeks prior to the Tournament.

(c) It is understood and agreed by the Parties that:

- i. If a team playing in any Game leads its opponent by ten (10) or more runs after seven (7) complete innings, the Astros shall have the right to end the game in its sole discretion.

- ii. No food or beverages may be brought into the Stadium. Any and all food & beverage at the Stadium must be purchased through Club's designated concessionaire, currently Aramark Sports and Entertainment Services of Texas, LLC.
- iii. Astros its affiliates, assignees, transferees and/or licensees shall have the exclusive right to sell all advertising, sponsorships, merchandise or promotions related to and/or during the Tournament. Except as set forth in 2(b)(iii), Astros shall have the exclusive right to market and promote the Tournament.

3. Tickets. The Parties hereby agree that Astros shall arrange for the printing and sale of any and all tickets, programs or scorecards for the Tournament and shall be responsible for all expenses related thereto. Sections between 105 and 133 of the Stadium shall be made available for General Admission Seating, unless otherwise determined in Astros' sole discretion. Premium seating and suites may also be made available for purchase in Astros' sole discretion.

4. Revenue. Astros shall retain any and all revenue generated from or in connection with the Tournament, including without limitation, revenue from tickets to the Games, food & beverage sales, merchandise sales, tickets sales, parking and any and all other ancillary revenue streams.

5. Media Rights.

(a) Grant of Rights. School hereby grants to Astros, its affiliates, assignees, transferees and/or licensees, the royalty-free, exclusive, worldwide license to use, distribute, transmit, display, exhibit, license, advertise, duplicate, promote, perform, publish, reproduce, adapt, modify, edit, reuse, create derivative works, republish, redistribute or otherwise exploit, advertise, or promote (collectively, to "Exhibit") the video and/or audio signal of the Tournament over any means, in any form, format or media now known or later developed or created in the future, including, but not limited to, television, cable, radio or over the internet, phone based services, and other digital based services, all without inspection or further consent or approval by School for the period beginning March 3, 2017 through March 2, 2018 (the "Exhibition Period"). In addition, School hereby grants to Astros, its affiliates, assignees, transferees and/or licensees, the royalty-free, non-exclusive, worldwide license to use the School Marks (as defined herein) and the name, voice, likeness, and/or description of any and all Game Participants in connection with any Exhibit of the Tournament during the Exhibition Period. The foregoing shall include, without limitation, the right to: (i) Exhibit portions of the Tournament ("Clips"); and (ii) Exhibit the Tournament, from time to time, as filler programming (that is, in less than its entirety). Any Exhibit of the Tournament permitted hereunder shall be in accordance with applicable federal, state, and local laws and regulations, including without limitation, Federal Communications Commission ("FCC") regulations, and consistent with common industry practice for comparable sporting events.

Notwithstanding the foregoing, School shall have the right to Exhibit the Games unaccompanied by any visual element on any AM or FM radio transmitting, internet and/or digital based radio station owned, operated and/or sanctioned by School.

(b) Copyright. Notwithstanding any other provision of this Agreement, Astros shall, both during and following the Term hereof, own all worldwide copyright and other rights, title and interests in any Exhibit of (i) the Games and (ii) the Tournament (including, without limitation, excerpts thereof), all feeds recorded in connection with the production of such broadcasts, and all other accounts and descriptions of, and other information concerning, such Games and/or Tournament (such broadcasts, excerpts, feeds, accounts, descriptions and other information that are created, produced, distributed or recorded hereunder are collectively referred to herein as the "Works"). Without limiting the generality of the foregoing, Astros shall 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 any of 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 other jurisdictions with respect to the retransmission of the Works.

During and following the Term hereof, Astros have the exclusive, unrestricted and unencumbered right, except as specifically provided in this Agreement, to use and reuse or to assign, license, sell or otherwise exploit, worldwide, in whatever medium and for whatever purpose it chooses, the copyright and other rights, title and interests in the Works. Following the Term, School shall have no right, title or interest in the Works or the Derivative Works (as defined in Section 5(b)(ii)), except as specifically provided in this Agreement, to do and to authorize, and to transfer to any person or entity the rights to do and to authorize,

i. the distribution, performance, display, reproduction, transmission, retransmission or other use of the Works, on a real-time, delayed or archived basis, and

ii. the creation of derivative works of the Works ("Derivative Works") and the distribution, performance, display, reproduction, transmission, retransmission or other use of the Derivative Works, on a real-time, delayed or archived basis,

iii. over or on any medium now known or hereafter developed. During and following the term, School shall have no right, title or interest in the Works or the Derivative Works, except as specifically provided in this Agreement.

School shall not contest the validity of Astros' ownership of the copyrights or other proprietary rights in the Work(s) nor Astros' rights in them. School shall not commit or permit any act or omission by School that may impair Astros' copyrights or other proprietary rights in the Works. School shall use commercially reasonable efforts to prevent any person from infringing Astros' copyright and other rights in the Works. School agrees to notify Astros of any acts of copyright infringement or any other acts in violation of Astros' rights in Works of which it becomes aware. As requested by Astros and at Astros' expense, School shall use commercially reasonable efforts to cooperate with Astros in the civil or criminal prosecution of any such violations of Astros' rights. Astros shall have the sole right to determine whether or not legal action shall be taken against any such violation and to commence any such action. School shall have neither the right nor the obligation to commence any such legal action; provided, however, that nothing herein is intended to prevent School from instituting legal action with respect to any violation of any of its rights.

6. Insurance. School shall carry and pay premiums for the following insurance types with the following limits:

|                              |                                                                                                                   |
|------------------------------|-------------------------------------------------------------------------------------------------------------------|
| Commercial General Liability | \$1,000,000.00 combined<br>single limit, bodily injury,<br>personal injury and property<br>damage, per occurrence |
| General Aggregate            | \$2,000,000.00                                                                                                    |
| Excess Liability             | \$4,000,000.00 per occurrence                                                                                     |
| Automobile Liability         | \$1,000,000.00 per occurrence                                                                                     |
| Workers Compensation         | State Statutory Benefits                                                                                          |
| Employers Liability          | \$1,000,000.00 each<br>accident/policy/employee                                                                   |
| Fire Damage Legal Liability  | \$100,000.00 per fire                                                                                             |

Except for Workers Compensation, such policies shall name the Indemnitees (as defined in Section 7) as additional insured, and a Waiver of Subrogation endorsement in favor of the Indemnitees shall be issued on all policies. Additionally,

each of such policies shall contain an endorsement that it will be primary over any collectible insurance insuring any Indemnatee.

School shall furnish to Astros a Certificate of Insurance evidencing the existence of all insurance coverages and limits required herein and including the Additional Insured and Waiver of Subrogation endorsements upon signature of this Agreement.

Should School be unable to provide insurance to meet the above insurance requirements, School may elect to purchase TULIP Tennant User Liability Policy provided by Houston Astros, LLC/MLB Insurance Broker. Premium Quote available upon request.

School may also elect to provide insurance under a self-insured program. In such case, School shall furnish to Astros a letter evidencing the existence of insurance coverages, limits and endorsements acceptable to Astros. Astros' Senior Director of Risk Management, Monica Rusch, must indicate acceptance of such letter in writing to satisfy the requirements of this Section.

**7. WAIVER AND INDEMNIFICATION.** To the extent permitted by applicable law, School ("Indemnitor") agrees to indemnify and hold harmless Houston Astros, LLC, Harris County-Houston Sports Authority, any promoting organizations, sponsors, media partners, their assignees, transferees and/or licensees, parents, subsidiaries and affiliated entities, and each of their directors, officers, members, managers, agents, representatives and employees, ("Indemnatee(s)") from and against any and all loss, damages, liability, cost, or expense, including reasonable attorneys' and consultants' fees and disbursements, incurred by such Indemnitees by reason of or arising out of or in connection with (i) a breach of such Indemnitor of any representation or warranty contained in this Agreement, (ii) the performance of Indemnitor's obligations hereunder or the failure of Indemnitor to perform its obligations hereunder; (iii) any negligence of the Indemnitor or its agents, employees, owners, players, staff and/or officials relating to the Tournament, including, without limitation, any batting practice. Any such Indemnatee shall promptly notify such Indemnitor of any such claim, and such Indemnitor shall have the right to participate in and, with consent of such Indemnatee, which consent shall not be unreasonably withheld, to control the defense and settlement of any such claim at its costs and expense, including the cost and expense of attorneys' and consultants' fees and disbursements in connection with such defense and settlement. The obligations under this section shall survive any termination of this Agreement. The above stated indemnification will not be provided for any claims or causes of action that arise out of the negligence or willful misconduct of Indemnitees.

**8. Excuse of Performance, Force Majeure Events.** Astros shall be excused from the performance of this Agreement, in whole or in part, if such performance is prevented by operation of law or by any cause outside the reasonable control of Astros, which cause could not have been reasonably foreseen and provided for, such as an Act of God, war, riot, strike, labor dispute or boycott, or intervention by civil or military authorities.

**9. Use of Trademarks.**

(a) School agrees that it shall not use the Tournament's name, symbol, seal, emblem and insignia (the "Tournament Marks") without the prior written consent of the Astros in each case. School agrees that it will not contest the Astros' rights in and to the Tournament Marks or attack the title of the Astros in and to the Tournament Marks. Following the termination of this Agreement, School shall not use the Tournament Marks in any manner whatsoever. School shall supply to the Astros a design showing any School Mark in close proximity to a Tournament Mark for the Astros' approval as outlined above. School covenants that it will not incorporate the Tournament Marks into the names, logos, trademarks, service marks and/or uniform designs of School (the "School Marks"). School shall provide to the Astros all reasonably requested information and cooperation at the request of the Astros to assist in the protection and enforcement of the Tournament Marks.

(b) School shall acquire no ownership rights to any of the Tournament Marks by virtue of this Agreement or otherwise. All uses by School of the Tournament Marks shall inure to the benefit of the Astros. School shall not, during the Term or thereafter, do anything which impairs the Astros' ownership of or the validity of the Tournament Marks. School shall promptly notify the Astros of any infringement of the Tournament Marks whenever such infringement shall come to School's attention. The Astros may in the Astros' discretion take such action to stop such infringement. School shall cooperate to the extent reasonably requested by the Astros to stop such infringement.

(c) School grants to Astros, its affiliates, assignees, transferees and/or licensees a limited and non-exclusive license to use the School Marks for the purpose of exercising Astros' rights and performing Astros' obligations under this Agreement. Astros shall acquire no ownership rights to any of the School Marks by virtue of this Agreement or otherwise. All uses by Astros of the School Marks shall inure to the benefit of the School. Astros shall not, during the Term or thereafter, do anything which impairs School's ownership of or the validity of the School Marks. Astros shall promptly notify School of any infringement of the School Marks whenever such infringement shall come to School's attention. School may in School's discretion take such action to stop such infringement. Astros shall cooperate to the extent reasonably requested by School to stop such infringement. Notwithstanding the foregoing, School understands and agrees that during the time that School Marks are displayed in the Stadium in accordance with this Agreement, there will likely be photographs, video, likenesses, artist renderings, motion pictures and other images made or taken inside the Stadium that include School Marks. School understands and agrees the Astros may use, during the term of this Agreement and at any time in the future, any such photographs, video, likenesses, artist renderings, motion pictures and other images which include School Marks. Further, Astros, or its licensees, assignees, and/or other designees, have the sole right to use, reproduce, sell, license, or otherwise disseminate or publish any such photographs, video, likenesses, artist renderings, motion pictures and other images directly or indirectly in any medium whatsoever for any purpose, in any manner and at any time, including after the Term of this Agreement.

(d) For avoidance of doubt, nothing in this agreement shall be construed as granting any right, license, title, or interest whatsoever with respect to the names, logos, trademarks, service marks and/or uniform designs of Major League Baseball team owned by Astros, currently named the Houston Astros and part of the American League of Professional Baseball.

10. Entire Agreement. This is the entire Agreement between the Parties and supersedes any prior agreements related to the Tournament. No change or modification of this Agreement shall be valid unless in writing and signed by both Parties hereto.

11. Representations and Warranties. Each Party represents, warrants and agrees that:

(a) It has the full right and authority to enter into and fully perform this Agreement in accordance with its terms and that this Agreement constitute a valid, binding and enforceable Agreement of such Party;

(b) It shall perform its activities under this Agreement in accordance with all applicable federal, state, and local laws and regulations;

(c) The execution, delivery, and performance of this Agreement will not violate the provisions of any agreement to which it is a party or by which it is bound;

(d) It shall, at its own cost, apply for and secure any and all permits, licenses, or other consents which may be required for the performance of its obligations under this Agreement; and

(e) In executing this Agreement, it does so freely and voluntarily, that such Party has consulted with or has had the opportunity to consult with independent counsel of its own choosing concerning this Agreement, and that it has read and understands the Agreement, is fully aware concerning this Agreement and that it has read and understands

the Agreement, is fully aware of its legal effect and has entered into it freely and voluntarily, based on its own judgment.

(f) Except with respect to rights granted to third parties in the ordinary course of business, each Party is the sole owner of all intellectual property rights to its respective names, logos, trademarks, service marks and/or uniform designs described herein. The use of such names, logos, trademarks, service marks and/or uniform designs as provided herein does not infringe or violate any trademark right or other intellectual property right owned or held by any third party and there is no pending or, to its knowledge, threatened claim or action contesting its right to use such intellectual property as provided herein.

12. Major League Baseball Rights. Notwithstanding any other provision of this Agreement, this Agreement and any rights or exclusivities granted by School hereunder shall in all respects be subordinate to each of the following, as may be amended from time to time (collectively, "MLB Documents"): (i) any present or future agreements entered into by, or on behalf of, any of the Major League Baseball ("MLB") entities or affiliates (individually, an "MLB Entity" and collectively, "MLB Entities"), or the member Clubs acting collectively, including, without limitation, agreements entered into pursuant to the Major League Constitution, the Basic Agreement between the Major League Baseball Clubs and the Major League Baseball Players Association, the Professional Baseball Agreement, the Major League Rules, the Interactive Media Rights Agreement, and each agency agreement and operating guidelines among the Major League Baseball Clubs and an MLB Entity, or (ii) the present and future mandates, rules, regulations, policies, bulletins or directives issued or adopted by the Commissioner or the MLB Entities. The issuance, entering into, amendment, or implementation of any of the MLB Documents shall be at no cost or liability to any MLB Entity or affiliate or to any individual or entity related thereto.

13. Confidentiality. During the Term, the Parties and their respective officers, employees, agents, and representatives ("Representatives") may gain access to or be exposed to certain confidential and proprietary information relating to the business of the other Party (the "Confidential Information"), including without limitation, the terms and conditions of this Agreement. The Parties hereby expressly agree, for themselves and their Representatives that the Parties will not all such Confidential Information without the prior written consent of the disclosing Party unless required by law, which consent may be withheld by the disclosing Party in its sole discretion, except (1) to its lenders, accountants, attorneys and similar persons on a need-to-know basis, (2) as mutually agreed, or (3) as required by any governmental authority, provided such disclosing Party shall inform the other Party of receipt of the request or requirement to disclose pursuant to any governmental authority prior to such disclosure, to the extent possible.

14. Severability. If any provision of this Agreement shall be invalid or unenforceable, in whole or in part, or as to any jurisdiction, such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, or shall be deemed excised from this Agreement, as the case may require, and this Agreement shall be construed and enforceable to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

15. No Partnership or Joint Venture. The Parties hereto are acting as independent contractors and this Agreement shall not be construed to create a partnership or joint venture between or among them.

16. No Waiver. No waiver, in whole or in part, by either Party shall constitute a waiver of any other right or remedy such Party may have.

17. No Assignment. This Agreement may not be assigned in whole or in part without the written consent of both Parties; provided, however, this Agreement shall inure to the benefit of any entity succeeding to the assets and/or interests of School or the Astros by reason of any merger, consolidation, or sale of all or substantially all of its assets and/or interests or any other similar or dissimilar transaction.

18. Notices. All notices, requests, claims, demands, and other communications hereunder shall be in writing and be duly given on the date of delivery.

(a) If to School:

Louisiana State University  
Baton Rouge, LA 70803  
Attn: Paul Mainieri  
Telephone: 225.578.3600

(b) If to the Astros:

HOUSTON ASTROS, LLC  
Minute Maid Park  
501 Crawford Street  
Houston, TX 77002  
Attention: Legal Department  
Telephone: 713-259-8910

19. Jurisdiction. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES. EACH PARTY HEREBY EXPRESSLY AGREES TO SUBMIT TO THE JURISDICTION OF THE COURTS OF HARRIS COUNTY, TEXAS AND WAIVES ANY AND ALL RIGHTS WHICH IT MAY HAVE TO MAKE ANY OBJECTIONS BASED ON JURISDICTION, VENUE, OR SUFFICIENCY OF PROCESS TO ANY SUIT BROUGHT TO ENFORCE THIS AGREEMENT IN HARRIS COUNTY, TEXAS.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered by a person duly authorized to do so as of the date first above written.

LOUISIANA STATE UNIVERSITY

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

Paul Mainieri  
Head Baseball Coach

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

Miriam Segar  
Sr. Associate Athletics Director

HOUSTON ASTROS, LLC

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

DocuSigned by:  
Reid Ryan  
Reid Ryan 60DD145B34F3...  
President, Business Operations

**Exhibit A**

**Friday, March 3, 2017**

|        |                         |
|--------|-------------------------|
| 12:05p | Ole Miss at Baylor      |
| 3:35p  | Texas Tech at Texas A&M |
| 7:05p  | TCU at LSU              |

**Saturday, March 4, 2017**

|        |                        |
|--------|------------------------|
| 12:05p | Texas Tech at Ole Miss |
| 3:35p  | Baylor at LSU          |
| 7:05p  | Texas A&M at TCU       |

**Sunday, March 5, 2017**

|        |                     |
|--------|---------------------|
| 10:05a | LSU at Texas Tech*  |
| 1:35p  | TCU at Ole Miss**   |
| 5:05p  | Texas A&M at Baylor |

\* game 1 will have a curfew of 2p

\*\* game 2 will have a curfew of 5:45p