

GLOBE LIFE FIELD LICENSE AND USE AGREEMENT

THIS LICENSE AND USE AGREEMENT (this "**Agreement**") is entered into this 21st day of August, 2024, by and between REV Entertainment LLC ("**Licensor**") and Louisiana State University ("**Licensee**").

Subject to the terms and conditions attached hereto, Licensor hereby grants to Licensee a non-exclusive license to use the field and adjacent areas ("**Licensed Area**") in or around Globe Life Field for the purpose of the Globe Life Field College Baseball Tournament (the "**Event**").

EVENT SPECIFICATIONS

DEPOSIT REQUIREMENTS:

Event Deposit: N/A

Licensor to retain all Event-related revenues generated from concessions, parking, sponsorship sales, and ticket sales as further set forth in the Terms and Conditions attached hereto and made a part hereof.

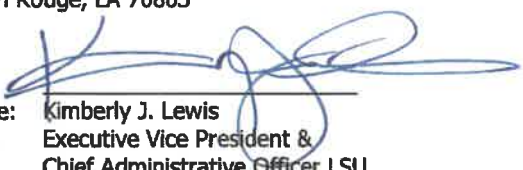
Date of Event:	February 26 th , 2025
Name of Event:	Globe Life Field Mid-Week College Baseball Game – Dallas Baptist University vs. Louisiana State University
Type of Function:	College Baseball Game
Licensee Contact:	Dan Gaston
Email:	dgaston@lsu.edu
Address:	Athletics Administration Building, Baton Rouge, LA, 70803

Function Timeline:	
Licensed Area:	Field and adjacent areas in or around Globe Life Field
Move-In Time:	TBD, subject to availability of the Licensed Area and the needs of Licensee
Event Start Time:	TBD
Event Conclusion Time:	TBD
Move-Out Time:	Conclusion of the game

To confirm this reservation on a definite basis, please sign and return this Agreement. These Event Specifications, the Events Terms and Conditions and Addendum A are incorporated herein and constitute the entire Agreement for the Event.

LOUISIANA STATE UNIVERSITY

3960 W. Lakeshore Drive
Baton Rouge, LA 70803

By: 

Name: Kimberly J. Lewis
Title: Executive Vice President &
Chief Administrative Officer LSU

REV ENTERTAINMENT LLC

734 Stadium Drive
Arlington, TX 76011

By: 

Name: Jared Schirom
Title: Sr. Vice President

**GLOBE LIFE FIELD LICENSE AND USE AGREEMENT
TERMS AND CONDITIONS**

1. **Agreement and Services.** Licensors agree to provide to the Licensee the services described herein on the date, for the purpose, and in the Licensed Area set forth in the above Event Specifications and more specifically in the Event Summary (attached hereto as *Addendum A*) for the Event on the terms and conditions contained herein. The Event Specifications, these Event Agreement Terms and Conditions and *Addendum A* collectively constitute the Agreement for the Event.
2. **Reservation.** Licensee must execute this Agreement, including the Event Specifications and *Addendum A* and return this Agreement to Licensors to confirm Licensee's reservation for the Event.
3. **Payment; Permit Fees.** Any additional mutually agreed upon fees and charges (including, without limitation, permitting and licensing fees) in connection with a Licensee-sponsored event or activation outside of the Licensed Area shall be subject to a separate license and use agreement as between Licensors and Licensee.
4. **Cancellation.**
 - (A) **Licensors.** Licensors reserves the right to delay, postpone or cancel the Event. Licensors may cancel the Event in the case of (a) breach or anticipatory breach of this Agreement by Licensee, or (b) a reasonable belief by Licensors that the Event will have a negative reputational effect on Licensors or its affiliates, Globe Life Field or the City of Arlington.
 - (B) **Licensed Area Information.** Licensee acknowledges that any design renderings, digital 2D or 3D views, floor plan measurements, finishes, furniture, fixtures, and equipment, and any other information provided to Licensee by Licensors regarding the Licensed Area and/or other areas in/around Globe Life Field (collectively, the "**Licensed Area Information**") are approximate, for illustrative purposes only, and subject to change. Neither Licensors nor its Affiliates make any guarantee, warranty or representation as to the accuracy or completeness of the Licensed Area Information.
 - (C) **Force Majeure.** The cancellation policy set forth in this Section 4 shall apply in all events except in the case of a Force Majeure Event (as defined below).
5. **Duration of Event.** The Licensed Area is reserved for the time indicated in the Event Specifications. If Licensee moves into the Licensed Area prior to the Move-In Time as specified in the Event Specifications or remains in the Licensed Area for a period of time beyond the Move-Out Time as specified in the Event Specifications, Licensee may be required to pay an additional hourly fee to Licensors.
6. **Use of Licensed Area.** Licensee's use of the Licensed Area is limited to those activities expressly set forth in this Agreement. Any activity, use or set-up of the Licensed Area undertaken by Licensee which is inconsistent with or not specifically listed in this Agreement must be approved in writing by Licensors. Licensors shall determine whether Globe Life Field's retractable roof shall be open or closed during the Event, consulting with Licensee when appropriate to do so.
7. **Parking.** The Parties will mutually agree upon the appropriate parking locations after taking into consideration factors including, but not necessarily limited to, AT&T Stadium events, Globe Life Park events, and Texas Live! events. Additional parking and/or alternate parking lots for the Event shall be determined by Licensors in its sole discretion. Licensors will use commercially reasonable efforts to make an adequate number of nearby parking spaces available for Event attendees. Licensors shall retain all revenue from parking.
8. **Ticketing.** Licensors agree to make arrangements to facilitate the sales of tickets to the Event online via Licensors's then-current exclusive online ticketing system as well as at the Globe Life Field box office. All Event ticket and parking pass pricing will be determined by Licensors in its sole discretion. Licensors agree to provide the Licensee with a mutually agreed upon number of complimentary tickets, credentials, and parking passes to the Event. Licensors shall retain all revenue from ticketing.

9. Accommodations. Licensors will make commercially reasonable efforts to secure arrangements with local hotels, which may include, but are not limited to, Sheraton Arlington, Hilton Arlington, and Live! By Loews, in order for Licensee's players, coaching staffs, and personnel to book their own room blocks for the Event at the sole cost of Licensee.

10. Security. Licensors shall provide security personnel and utilize reasonable security measures for purposes of admitting Licensee and the applicable Licensee Parties (as hereinafter defined) to Globe Life Field and the Licensed Area. Licensors reserves the right to determine, in its sole discretion, whether additional security beyond that normally provided is necessary.

11. Broadcast Rights. As between Licensors and Licensee:

(A) Licensors shall have the exclusive rights to film, record, broadcast and distribute, by whatever means and on all platforms and media as selected by Licensors in its sole discretion, as further described below, the Event, including pre-Event and post-Event material, live, same day, and on an unlimited repeat basis, in perpetuity, as well as the names, likenesses and logos of the teams and participants in the Event, solely in connection with the distribution, promotion and broadcast of the Event. Licensors shall also have the exclusive right to use, develop and distribute in any manner, highlights and clips of the Event.

(B) Licensors shall have exclusive rights to distribute, license and broadcast the Event in any and all markets both domestically and internationally (including any highlights, ancillary programming and additional content), via all video distribution platforms. Licensors's rights include, without limitation, over the air broadcast, over-the-top, cable, direct broadcast satellite (DBS), telco/internet protocol television (IPTV), fiber to the home (FTTH), and internet streaming. Licensors's rights shall include and extend to all broadcast stations, cable networks, mobile and any and all other platforms and media. The determination which platform(s), and which market(s), the Event and other content will be broadcast or distributed to shall be made by Licensors in its discretion. Notwithstanding the foregoing, Licensors shall provide to Licensee a radio outlet location and hard-wired Internet connectivity, at no cost, for the duration of Licensee's participation in the Event. Licensors shall also grant Licensee the rights to a radio broadcast of the Event, including pre-Event and post-Event material, on any satellite radio provider with which the Licensee has a broadcast contract at the time of the Event.

(C) Licensors shall have exclusive ownership of the copyright in the Event and related content. Without limiting the foregoing, Licensors shall have the right to license to third parties without limitation the rights granted to it in this Agreement.

(D) Licensors shall have the exclusive right to sell commercial spots during the Event and pre-Event and post-Event activities and retain all revenue therefrom.

(E) Licensors shall have the exclusive right to sell sponsorship opportunities in connection with or related to the Event and pre-Event and post-Event activities (which shall specifically be limited to a post-game show), and retain all revenue therefrom.

12. Promotion of Event by Licensee. If requested by Licensors, Licensee agrees to promote the Event as follows:

(A) Post a prominent image that links to a web page, which may be the web page of a third party to whom Licensors has licensed rights to broadcast the Event, above the fold on the Licensee's website homepage and any of its web pages focused on or promoting the Event. Licensors will provide Licensee with the image and link.

(B) Publish a minimum of one (1) post per game of the Event on one of Licensee's social media platforms (Facebook, Instagram, or Twitter) that includes an image and link to a web page, which may be the web page of a third party to whom Licensors has licensed rights to broadcast the Event. Licensors will provide Licensee with the image and link.

13. Assumption of Risk and Indemnity. **LICENSEE, FOR LICENSEE AND LICENSEE'S GUESTS, INVITEES, EMPLOYEES, OFFICERS, DIRECTORS, VISITORS, AGENTS, PERFORMERS, CONTRACTORS, AND VENDORS (COLLECTIVELY "LICENSEE PARTIES"), ASSUMES ALL RISK OF PERSONAL INJURY TO, OR FOR**

ANY DAMAGE TO OR ANY LOSS OF PROPERTY OF, LICENSEE OR LICENSEE PARTIES, ARISING OUT OF, DURING OR RELATED TO THEIR USE OF THE SERVICES, THE LICENSED AREA OR FACILITIES OF GLOBE LIFE FIELD (INCLUDING, WITHOUT LIMITATION, ITS PARKING AREAS). NEITHER LICENSOR NOR ANY OF ITS AFFILIATES, INCLUDING, WITHOUT LIMITATION, RANGERS BASEBALL LLC, RANGERS BASEBALL EXPRESS LLC, BALLPARK PARKING PARTNERS LLC, RANGERS BASEBALL HOLDCO LLC, RANGERS BASEBALL DEVELOPMENT LLC, RANGERS STADIUM COMPANY LLC, RANGERS BASEBALL REAL ESTATE LLC, ARLINGTON BALLPARK ENTERTAINMENT DISTRICT BLOCK LLC, ARLINGTON LIVE, LLC, CITY OF ARLINGTON, METROPLEX SPORTSERVICE, INC., ARLINGTON SPORTSERVICE, INC., AND EACH OF THEIR RESPECTIVE MEMBERS, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, AND VENDORS (COLLECTIVELY, THE "LICENSOR PARTIES"), SHALL BE LIABLE OR RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY TO ANY PERSON OR TO ANY PROPERTY OF LICENSEE OR THE LICENSEE PARTIES IN, ABOUT OR AROUND THE LICENSED AREA OR GLOBE LIFE FIELD (INCLUDING, WITHOUT LIMITATION, ITS PARKING AREAS), RESULTING FROM ANY CAUSE WHATSOEVER, EXPRESSLY INCLUDING, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY LOSS, DAMAGE OR INJURY ARISING FROM THE NEGLIGENCE OF THE LICENSOR PARTIES, BUT EXCLUDING ANY LOSS, DAMAGE, OR INJURY ARISING FROM THE LICENSOR PARTIES' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. Licensee shall indemnify, defend and hold the Licensor Parties from and against all claims, demands, liabilities, losses, damages, costs and expenses arising out of or incident to or in connection with (a) Licensee's or the Licensee Parties' actions, omissions, failure to act, negligence, breach of any covenant contained in this Agreement, or use or occupancy of the Licensed Area or Globe Life Field or any part thereof (including, without limitation, its parking areas); and/or (b) Licensee's or the Licensee's Parties' failure to comply with any applicable law, rule, regulation, directive or order in respect of: (i) the activities to be conducted by Licensee or the Licensee Parties in connection with the Event, or (ii) the general use of the Licensed Area or Globe Life Field (including, without limitation, its parking areas) including, without limitation, hazardous material laws or laws concerning access by the disabled. All of the foregoing shall apply regardless of the fact that Licensor may have provided the security personnel during the Event. The foregoing indemnity shall **EXPRESSLY INCLUDE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY LIABILITY ARISING FROM THE NEGLIGENCE OF THE LICENSOR PARTIES, but shall exclude any liability arising from the gross negligence or willful misconduct of the Licensor Parties. The attorneys selected to defend Licensor and such other Licensor Parties shall be subject to the prior approval of the Licensor Parties.**

14. Insurance. Licensee agrees to purchase and maintain, at least thirty (30) days prior to the Event Date, the following minimum insurance coverage:

Licensee must obtain, and continuously maintain, at its own expense, and require each of its own contractors to obtain and maintain, the following insurance policies: (i) workers' compensation insurance (or its equivalent in the country in which it operates) in compliance with state statutory laws, covering employees, volunteers, temporary workers and leased workers, including employers' liability with minimum limits of \$1,000,000 each accident, \$1,000,000 disease (each employee), and \$1,000,000 disease (policy limit); (ii) an Insurance Services Office (or its equivalent) occurrence based commercial general liability insurance policy, providing coverage for bodily injury and property damage and personal and advertising injury including damage to premises rented to Licensee, contractual liability and products/completed operations liability coverage with minimum limits of \$1,000,000 each occurrence, \$2,000,000 general aggregate, and \$2,000,000 products/completed operations aggregate (products completed/operations insurance shall be maintained for a minimum period of three (3) years after final payment and Licensee shall continue to provide evidence of such coverage to Licensee on an annual basis during the aforementioned period); (iii) automobile liability insurance, covering owned, leased or hired automobiles, with a minimum combined single limit of \$1,000,000 each accident; (iv) umbrella liability in excess of subsections (i), (ii), and (iii) herein, with minimum limits of \$10,000,000 each occurrence and \$10,000,000 general aggregate; (v) professional liability insurance covering claims for actual or alleged malpractice by the first aid and emergency medical personnel secured by Licensee for the Event, with limits not less than \$1,000,000 each claim and \$2,000,000 in the aggregate; and (vi) and all-risk property insurance covering Licensee's property (including furniture, fixtures, inventory, merchandise and other equipment) at full replacement cost in the event of theft, loss or damage. Such policy shall include a waiver of subrogation provision and Licensee agrees to waive its carrier's right of subrogation against the Additional Insureds (defined below).

All insurance policies must be issued by an admitted insurance carrier with an A.M. Best rating of A-8 or better. Rangers Stadium Company LLC, Rangers Baseball LLC, Rangers Baseball Express LLC, Rangers Baseball Real Estate LLC, City of

Arlington, Ballpark Parking Partners LLC, Metroplex Sportservice, Inc., Arlington Sportservice, Inc., REV Entertainment LLC, and each of their subsidiaries or affiliated entities, any entity which, now or in the future, controls, is controlled by, or is under common control with Licensor, and its and their directors, officers and employees ("**Additional Insureds**") must be named as additional insureds on the Commercial General Liability Policy, and, if applicable, the Commercial Automobile and Umbrella Liability Policies. Additional insured coverage shall be extended to include products-completed operations coverage. All liability insurance policies must provide Cross Liability coverage (separation of insureds or severability of interest provisions). The Commercial General Liability policy shall include no third-party-over action exclusions or similar endorsements or limitations. Licensee's liability policies shall include no exclusion for claims by employees of any of Licensee's contractors. Further, coverage for the Additional Insureds shall apply on a primary and non-contributory basis irrespective of any other insurance, whether collectible or not. No policy shall contain a self-insured retention. No policy shall contain a deductible in excess of \$25,000 and any/all deductibles shall be the sole responsibility of the Licensee and shall not apply to Licensor. All policies shall be endorsed to provide a waiver of subrogation in favor of the Additional Insureds. Licensee shall provide Licensor with at least thirty (30) days' written notice if any of the required policies are cancelled or not renewed. Licensee shall furnish Licensor with certificates of insurance evidencing compliance with all insurance provisions noted above prior to the commencement of the use of the premises. Licensee shall provide Licensor with copies of its insurance policies and/or endorsements upon request. If any of the required policies are written on a claims made basis, Licensee shall maintain such coverage for a period of three (3) years after termination of the Agreement and provide evidence of such coverage on an annual basis during the three (3) year period. The insurance requirements set forth will in no way modify, reduce, or limit the indemnification herein made by Licensee. Any actions, errors or omissions that may invalidate coverage for Licensee shall not invalidate or prohibit coverage available to the Additional Insureds. Receipt by Licensor of a certificate of insurance, endorsement or policy of insurance which is more restrictive than the contracted for insurance shall not be construed as a waiver or modification of the insurance requirements above or an implied agreement to modify same, nor is any verbal agreement to modify same permissible or binding.

Licensee shall require all of its vendors or contractors to provide foregoing coverages, as well as any other coverages Licensor or Licensee deems necessary. Such policies shall include the Additional Insureds and waiver of subrogation as set forth above. However, the fact that any vendor or contractor provides or does not provide any of the foregoing coverages or any other coverages Licensor or Licensee deems necessary, such coverage shall not itself relieve Licensee of its obligations to provide said coverages. To the extent Licensee does not require, or the vendor/contractor does not obtain such coverage, Licensee agrees to indemnify and hold the Additional Insureds harmless from all claims, demands, losses, expenses and judgments to which said coverages would have applied. The foregoing shall in no way limit the entire indemnity obligations of the Licensee.

15. Default. Licensee shall be in default hereunder if Licensee (a) fails to make any payment when due under this Agreement, or (b) fails to comply with any or all of the other terms and conditions of this Agreement. In the event of any default by Licensee hereunder, Licensor may, at its option, terminate this Agreement and cancel the Event without payment or reimbursement to Licensee. Nothing herein shall be construed as an election of remedies and Licensor shall be entitled to exercise any and all other rights and remedies available to it at law or in equity on account of such default. Upon default by Licensee, Licensor shall be entitled to recover all reasonable attorneys' fees and expenses and litigation costs incurred in connection with Licensee's default.

16. Disclaimer of Warranty. Licensee acknowledges that neither Licensor nor any of its Affiliates or any person or persons on behalf of Licensor or any other person or persons affiliated with the Licensed Area or Globe Life Field has made any representations or warranties whatsoever regarding the Event, the Licensed Area or Globe Life Field other than what is set forth in this Agreement, including, without limitation, any representation or warranty of condition, value, merchantability, compliance with applicable laws or fitness for a particular purpose.

17. Use of Name. Licensee shall be permitted to use the names "Rangers" and "Globe Life Field" in advertising or promotional materials, press releases or other marketing or publicity materials for the sole purpose of publicizing the Event or providing information to attendees of the Event, subject to the prior written approval of Licensor in each instance, which may be withheld in its sole discretion. Notwithstanding the foregoing, Licensee shall not be permitted to use the Globe Life Field name or logo and/or the Texas Rangers Baseball Club name or logo without the prior written approval of Licensor, which may be withheld in its sole discretion. Licensor's in-house photographer and video operator may take photographs and video during the Event for Licensor promotional purposes.

18. **Force Majeure.** The term "**Force Majeure Event**" shall mean any one of the following: fire, earthquake, flood, act of God, epidemic, pandemic, outbreak of serious life-threatening contagious disease or health crisis, riot, hostilities, civil disorder, direct act of terrorism or a credible threat thereof, declaration of war, strike, lockout or other labor dispute, change in law, ordinance, rule or regulation, or other occurrence or condition of a like nature beyond the reasonable control of the party whose performance is affected, directive of a relevant athletic conference or National collegiate Athletic Association ("**NCAA**") authority, or any law, ordinance, rule, regulation, directive or order of any state, local, public or military authority stemming from the existence of any of the foregoing or stemming from economic controls. Inclement weather shall not constitute a Force Majeure Event unless such inclement weather prevents any significant on-field activities planned in connection with the Event and such activities cannot be held in another location within Globe Life Field as determined by Licensor in its sole discretion. The parties shall be excused from performance of its obligations hereunder if its performance is prevented or hindered by a Force Majeure Event, and in such event, the parties shall confer in good faith as to whether to cancel and reschedule the Event for a date that is mutually acceptable to both parties, or terminate this Agreement as of the date of such Force Majeure Event. In no event shall either party be entitled to receive any compensation or damages of any nature whatsoever (including, without limitation, consequential, direct or indirect damages) if the Event is cancelled due to a Force Majeure Event.

As of the signing of this Agreement, the COVID-19 pandemic is occurring. The parties acknowledge and agree that the COVID-19 pandemic is an event beyond the reasonable control of the parties as are directives issued by governing bodies, including the NCAA, relating to the holding of competitions, conference scheduling requirements, travel restrictions and social distancing during the COVID-19 pandemic. For the avoidance of doubt, the parties further acknowledge and agree that the occurrence of any Force Majeure Event(s) resulting in Licensor's inability to perform its obligations hereunder in whole or in part due to any subsequent law, ordinance, rule, regulation and/or order adopted, promulgated or issued after the Effective Date of this Agreement by the United States of America, the State of Texas, the County of Tarrant, the City of Arlington, and/or any other public or military authority, including, without limitation, with respect to an epidemic, pandemic, or other outbreak of disease or illness, shall not constitute a breach hereunder. For purposes of this Section 18, a change in the Major League Baseball schedule required by the Office of the Commissioner of Baseball (the "**BOC**") shall not constitute a Force Majeure Event. However, if a change in the Major League Baseball schedule is required by the BOC and a game is scheduled for the same date as the Event, the parties shall confer in good faith as to whether to cancel and reschedule the Event for a date that is mutually acceptable to both parties, or terminate this Agreement as of the date of change in schedule.

19. **Food and Beverages.** Except as otherwise provided in the Event Specifications, neither Licensee nor the Licensee Parties shall bring any food or beverages of any kind, including alcoholic beverages, to the Event or to Globe Life Field. All food and beverage must be purchased through Licensor's approved concessionaire. Licensor shall retain all revenue from concessions.

20. **Use of Facility and Licensed Area.** Licensee and the Licensee Parties shall at all times maintain proper decorum while using the Licensed Area and Globe Life Field and while at the Event, and will abide by all applicable governmental laws, ordinances, orders, directions, rules and regulations and abide by all rules and regulations as are adopted and revised from time to time by Licensor or any of its Affiliates. Neither Licensee nor any of the Licensee Parties shall take any action that would cause an increase in premiums of any insurance policy. Licensor reserves the right to exclude or eject any and all unruly, rowdy or disruptive persons from the Event without liability and Licensee shall be fully responsible for any damages, costs or expenses, direct or indirect, incurred by Licensor in connection with such disruptive or inappropriate behavior and/or ejection. Licensee and the Licensee Parties shall only be allowed in those areas of the Licensed Area or Globe Life Field designated for use by Licensee and the Licensee Parties. Licensee acknowledges that other facilities and areas of Globe Life Field may be used by other persons while the Event is in progress. Globe Life Field is a smoke-free facility. Smoking of any kind is strictly prohibited in any portion of Globe Life Field. Violation of this non-smoking policy will result in expulsion from Globe Life Field.

21. **Damage Liability.** Licensee agrees not to damage, mar, nor in any manner deface the Licensed Area, nor shall Licensee make or allow to be made any alteration or improvement to the Licensed Area without the prior, express written permission of Licensor, which may be withheld in Licensor's sole discretion. Reasonable wear and tear as defined by Licensor in its sole and absolute discretion excepted, Licensee shall be liable to Licensor for the cost of repairing any damage to any portion of the Licensed Area caused by Licensee or the Licensee Parties in connection with the Event.

22. **Limitation of Liability.** In no event shall Licensor or any of its Affiliates be liable to Licensee for special or consequential damages, including without limitation, extra expenses or loss of profits or

damages due to loss of use, regardless of whether any such loss results from negligence, breach of this Agreement or otherwise, and regardless of whether such loss was foreseeable.

23. [Intentionally Omitted]

24. Confidentiality. Neither party shall disclose this Agreement or its terms to third party (other than a party's affiliates and their respective employees, counsel, representatives, Major League Baseball and/or accountants who have agreed to keep such terms confidential), except in order to comply with any applicable law; *provided, however*, that each party shall, to the extent permitted by applicable law, notify the other party of any proceeding of which it is aware which may result in disclosure and afford the other party an opportunity to object to the same.

25. Notices. All notices required to be given pursuant to this Agreement shall be in writing and sent to the addresses as set forth herein. If such notice is sent to Licensee, it shall be sent to the address set forth in the Event Specifications and if sent to Licensor, it shall be sent to the address given below. Any notice given herein will be deemed delivered when addressed as provided in the preceding sentence, postage prepaid, and sent by first class mail or by a nationally recognized overnight courier.

Notice to Licensor:

Sean Decker
President
REV Entertainment LLC
734 Stadium Drive
Arlington, TX 76011

With a Copy to: Legal Department

Notice to Licensee:

Louisiana State University
Attn: Dan Gaston
Athletics Administration Building
Baton Rouge, LA 70803
Email: dgaston@lsu.edu

With a Copy to: Office of General Counsel
Louisiana State University
Attn: Winston DeCuir, Jr.
3810 West Lakeshore Drive, Room 124
Baton Rouge, LA 70808

26. Entire Agreement; Modification. This Agreement constitutes the entire agreement of the parties with respect to the matters herein and supersedes all other agreements whether written or oral, electronic or otherwise, relating hereto. No amendment to or modification of this Agreement shall be effective unless the same is in writing and signed by Licensor and Licensee. Specifically, although this Agreement may be executed by electronic means and fully-executed amendments or agreements may be transmitted by electronic communication, no amendment or agreement can be made by any email or other form of electronic communication itself. Nothing contained in an email or other form of electronic communication can be deemed to satisfy the requirements for a writing. Neither party is relying on any statement or representation not contained herein.

27. MLB Subservience. Notwithstanding any other provision of this Agreement, this Agreement and any rights or exclusivities granted by Licensor 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 or arrangements entered into by, or on behalf of, any of the Major League Baseball ("**MLB**") entities, affiliates, successors, or assigns, or the member Clubs acting collectively, including, without limitation, agreements entered into pursuant to the Major League Constitution, the Professional Baseball Agreement, the Basic Agreement, the Major League Rules, the Interactive Media Rights Agreement, and each agency agreement and operating guidelines among the MLB Clubs and an MLB entity,

or (ii) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines 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.

28. Stadium Lease. This Agreement is expressly subject and subordinate to the terms and conditions of the Rangers Ballpark Lease Agreement, dated as of July 3, 2017, by and between Rangers Stadium Company LLC and the City of Arlington, Texas (as amended from time to time, the "**Stadium Lease**"). Licensor shall have the absolute right to amend, modify, alter, cancel and terminate the Stadium Lease in its sole discretion, without the consent of Licensee. It is understood that in the event the Stadium Lease shall terminate, be cancelled or expire for any reason (including, without limitation, default by Licensor thereunder), Licensor may immediately terminate this Agreement, and if this Agreement is so terminated Licensor shall not be in breach of this Agreement for non-performance hereunder.

29. Assignment.

(A) Licensee may not assign its rights or delegate its duties hereunder or otherwise assign this Agreement without the prior written consent of Licensor, which consent may be withheld in the sole discretion of Licensor.

(B) Licensor may freely assign this Agreement and/or any of its obligations hereunder, without notice to, or consent of, Licensee.

(C) It is understood that Licensor or its Affiliates may, without the consent of Licensee, transfer, assign, grant a security interest in or otherwise encumber, directly or indirectly, its interest in this Agreement, and any or all of its rights under this Agreement, including its right to receive payments from Licensee hereunder (each, an "**Assignment**"), to any bank, lending or financing institution or any source of or guarantor of any financing, including any agent thereof (collectively, a "**Finance Counterparty**"), to secure any indebtedness of Licensor and/or any of its Affiliates (in each case, a "**Financing**"). If Licensor or one of its Affiliates notifies Licensee in writing of any such Assignment to a Finance Counterparty, then Licensee shall, prior to notice of a revocation of the same, if and when requested by any such Finance Counterparty in writing, pay all amounts payable by Licensee to Licensor or the applicable Affiliate hereunder directly to such Finance Counterparty or designated servicer of any of the foregoing in accordance with written instructions provided by Licensor, such Affiliate or such Finance Counterparty. Licensor's grant of a security interest in, collateral assignment of, pledge, or other encumbrance of this Agreement or any interest in this Agreement to any Finance Counterparty shall not constitute an assignment or transfer of Licensor's rights under this Agreement, nor shall any such Finance Counterparty be deemed to be an assignee or transferee in possession so as to require such Finance Counterparty to assume or otherwise be obligated to perform any of Licensor's obligations under this Agreement except during any period which such Finance Counterparty is in control of Globe Life Field and has assumed Licensor's obligations under the Stadium Lease.

30. Authority. If this Agreement is signed in the name of a corporation, partnership, limited liability company, association, club or society, the person(s) signing this Agreement represents and warrants to Licensor that such person(s) has full authority to sign this Agreement.

31. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected, but shall continue to be valid and enforceable to the fullest extent permitted by law.

32. Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, all of which together shall constitute one and the same document. Counterparts may be delivered via U.S. Mail, facsimile, electronic mail (including .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g. www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. This Agreement shall become effective when Licensor transmits a fully executed counterpart hereof to Licensee.

33. Attorneys' Fees. In the event of any litigation between the parties hereto arising out of or relating to this Agreement, or the breach thereof, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorneys' fees in such litigation or arbitration which shall be determined by the court in such litigation or arbitrator or in a separate action brought for that purpose.

34. Licensors' Right to Cancel or Reschedule. Subject to the other provisions of these Terms and Conditions, Licensor shall have the right, in its sole discretion, to reschedule the Event to a date that is mutually acceptable to both parties or to cancel the Event in its entirety, in each case upon ninety (90) days written notice from Licensor to Licensee, in the event a third party enters into an agreement with Licensor for the use of the entirety of Globe Life Field for an event on the scheduled Date of Event pursuant to this Agreement. If Licensor elects to reschedule the Event but the parties cannot, in good faith, agree on a new date, then Licensor shall terminate this Agreement.

ADDENDUM A

Event Summary*

Description
<u>Venue:</u> Globe Life Field. Event is a college baseball game that will be held on the playing field at Globe Life Field. The game will take place on February 26 th , 2025. Expected attendance is TBD.
<u>Staffing:</u> Staffing will be dictated by attendance. REV is responsible for all staffing.
<u>Food & Beverage:</u> Concessions will be available to spectators/guests.
<u>Enhancements:</u> Game day production.
<u>Estimated Event Total:</u> N/A

*Anything noted as "TBD" in the Event Summary above is subject to change upon arrival of any new or modified activity, use or set-up of the Venue or any other modification of the Agreement. If applicable, any additional fees incurred in connection with or during the Event will be reflected on an additional Billing Form and shall be due and payable on the day of the Event (or final day of the Event if the Event lasts multiple days).

In order to guarantee your Event space, proof of insurance and a signed contract must be returned to our offices.


Licensee


Licensor