

ADVOCARE TEXAS KICK-OFF EVENT ADDENDUM

LOUISIANA STATE UNIVERSITY AND UNIVERSITY OF WISCONSIN

This event addendum ("addendum") is entered into on or about the date of last signature below by and among Lone Star Sports and Entertainment (LSSE), ESPN Regional Television, Inc. ("ERT"), The Board of Trustees of the Louisiana State University ("LSU"), and the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Madison Division of Intercollegiate Athletics ("Wisconsin"). LSSE, ERT, LSU, and Wisconsin may be referred to collectively herein as the "(Parties)." In the event the terms of this Addendum conflict with the terms of the individual event agreements of either team, the terms of this addendum shall govern. For any other items the terms of such individual agreements shall govern. In consideration of the mutual agreements and consideration specified herein, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

GENERAL

- 1) Wisconsin and LSU acknowledge that they will play a game under a separate agreement at Lambeau Field in Green Bay, WI on September 3, 2016 where Wisconsin will be the home team and the Big Ten will control the television rights. LSU will receive \$2,100,000 for the appearance in Lambeau Field (\$2,000,000 adjusted for annual inflation of 2.5%).
- 2) Game officials will be arranged by and at the expense of ERT/LSSE. The intent is to have Big 12 officials work this event. Officials to be assigned by Walt Anderson, supervisor of officials from the CFO.
- 3) Both Schools agree to consider hotel options as presented by ERT/LSSE in consultation with both schools with respect to their team requirements. ERT/LSSE agrees to work with both institutions to obtain favorable, competitive rates in the marketplace for the Official Travel party hotel rooms in the Downtown Houston or Galleria area. Such hotel rooms, and other costs of transportation and lodging, shall be at the cost and expense of the individual institution.
- 4) Depending on availability and scheduling at the Stadium, each team shall be provided with an opportunity to practice/walk-through on Friday, August 29, 2014 and no facility rental fee will be charged. The institutions are responsible for any incidental expense associated with this practice/walk-through. If the stadium is unavailable for the teams to walk through on Friday, ERT/LSSE will make efforts to secure a practice facility for each team at another site. Times to be determined by the teams in consultation with ERT/LSSE.
- 5) ERT/LSSE will provide credentialing services and coordinate/manage game day media operations in cooperation and input from the institutions. Schools will be provided with mutually agreed upon credentials for Official Travel parties.

- 6) ERT/LSSE shall be responsible at its expense and cost for operating and staffing the Game consistent with the operations and staffing for a college football game at the Stadium. No facility rental will be charged to the institutions.
- 7) Both institutions will be treated equally for pageantry elements. Game scripting will be coordinated through ERT/LSSE and both institutions.
- 8) Both institutions will be responsible for securing team police escorts through the Houston Police Department at each institution's expense. ERT/LSSE will assist in coordinating introductions for teams.

TICKETS

- 1) Stadium Capacity: 75,091 (71,000 reserved seats in bowl), 4,091 suite, TBD standing room only (general & suite).
- 2) Each institution will receive tickets for two (2) complimentary 20 person suites. Food and beverage will be the financial responsibility of each institution.
- 3) Each school will receive 100 parking passes at no charge.
- 4) The attached map identifies how the stadium will be divided. Ticket prices will be established no later than January 10, 2014 and ERT/LSSE will work with both institutions to include the game in both teams' season ticket packages if requested.

BAND & SPIRIT

- 1) Band members from each Institution shall be admitted to the game with complimentary tickets as outlined in each institution's event agreement. The band seats are located in Section 115 (Wisconsin) & Section 135 (LSU). LSSE will notify Band of entrance location and will provide band director and support staff appropriate credentials for access.
- 2) The School's uniformed cheerleaders, dance team, and mascot (up to thirty (30) participants in total from all three of the foregoing categories) will be admitted to the Event at no charge with credentials. All Spirit squad members should arrive at the Stadium in uniform as no locker room facilities will be available.
- 3) ERT/LSSE will coordinate entrance with Spirit Team Leaders. Live mascots are permitted but special restrictions and locations will be enforced. Electronic voice magnification is not permitted. Spirit and cheerleader squads must remain in their designated areas.
- 4) Pep Rally/Pre-Game Space. ERT/LSSE shall assist each Institution in identifying an area for pep rallies to be conducted at the stadium on either game-day or the day

prior. Any costs associated with the staging of such Pep Rally shall be the responsibility of the Institution or its designee, alumni, or booster group.

FIELD & LOCKER ROOM

- 1) The North end zone shall be painted with the Wisconsin normal end zone stencil used at home games. The South end zone shall be painted with the LSU normal end zone stencil used at home games. The midfield shall display the integrated Advocare Kick-Off Classic event logo. The Event Mark may be used on the 20 yard line, Goal Posts, Sideline and Stadium Walls to fulfill title sponsorship elements. Signage will be in accordance with NCAA regulations.
- 2) LSU will be the Home team assigned to the Southeast locker rooms and will occupy the East sideline. Wisconsin will be the Road team and will be assigned the Southwest locker rooms and will occupy the West sideline.
- 3) LSU will wear white uniforms as the home team and Wisconsin will wear red uniforms as the road team.
- 4) The decision to open the roof and end zones will be made by ERT/LSSE in its sole discretion and will be guided by the safety of the student athletes and comfort of the fans. ERT/LSSE will develop specific guidelines for opening the roof in consultation with the schools.

SPONSORSHIPS & TICKET PRICING

- 1) As between the parties hereto, ERT shall have the exclusive right to acquire a Game title sponsor and to keep the revenues thereof. ERT retains the local sponsorship rights in all categories. Advocare is acknowledged as the title sponsor for the 2014 game.
- 2) ERT has the right to make the final determination on ticket prices. ERT will consult with each institution before prices are finalized. Student pricing will be considered.

RADIO RIGHTS

- 1) Each institution retains the non-exclusive right to broadcast the game on their team radio network affiliates free of charge. ESPN Radio will retain the non-exclusive terrestrial radio rights and non-exclusive satellite radio rights.

FEEDS; THIRD-PARTY MATERIALS

- 1) The Big Ten and Wisconsin shall be provided, at no cost, (i) with access to a clean video feed, with natural sound audio, of the Primary Broadcast through a direct connection with the production vehicle, and (ii) the right to access a fully-produced feed of the Primary Broadcast, including the satellite coordinate information. If the Game is televised by ABC, ESPN or ESPN2, ESPN will make four clean feed direct

connections available to both institutions and conferences at the production vehicle. If the Game is televised by CBS, the SEC will cause CBS to provide either a direct connection to the production unit or a clean video feed with natural sound audio of the game to the Big Ten or Wisconsin. The Big Ten, Wisconsin or their designees shall be responsible for making all necessary arrangements with third parties for the delivery or reception of such signal, including payment of any third-party satellite or telco charges, if any. The Big Ten acknowledges that the Primary Broadcast of the Game may contain Third-Party Materials (as defined below). The Big Ten and Wisconsin shall be solely responsible for obtaining all necessary consents, waivers, and/or clearances in connection with the Big Ten's or Wisconsin's telecast or distribution of Third-Party Materials. For purposes hereof, "Third Party Materials" means individual creative or intellectual property elements incorporated within the Primary Broadcast, which elements are owned or controlled by, or subject to the approval of, a third-party other than the producer of the Primary Broadcast, including music, third-party footage, commercials, animation and other elements.

TRADEMARKS; NAME & LIKENESS

- 1) Wisconsin and LSU hereby authorize each other to use (and to grant to any entity effecting or facilitating the Primary Broadcast the right to use) their respective trademarks and logos and the names and likenesses of Wisconsin's and LSU's individual players, participants and coaches to promote and publicize the Game and the Primary Broadcast, provided, that such trademarks, logos, names and likenesses must not be used as an endorsement of any product or service or in connection with any political cause or candidate, or in any manner prohibited by applicable NCAA rules and regulations.

COACHES' FILMS

- 1) Wisconsin and LSU will be permitted to create Coaches' Films (as defined herein) of the Game and use such Coaches' Films for internal purposes or for the provision to other schools or professional organizations. For purposes hereof, "Coaches' Films" means video or other pictorial recordings of a game made at the request or direction of the coaching staff of for use primarily for coaching purposes, normally comprising press box video and end zone video footage. Any coaches' films created by Wisconsin will be subject to the provisions contained in the current Big Ten-ESPN agreement.

MARKETING, MERCHANDISING AND PROGRAMS

- 1) Broadcaster and LSSE shall have the limited right to use LSU and Wisconsin logos and Stadium logos to market and produce the Game. LSSE or its designated contractor shall have the right to produce and sell game-specific merchandise at the Stadium and surrounding areas, which includes LSU and Wisconsin logos/marks, upon entering into a separate licensing agreement with LSU and Wisconsin or their respective designees (e.g., CLC). Provided, however, all such uses of LSU and Wisconsin logos/marks shall only be after approval by the respective owner of such

specific use, and shall specifically not provide any link to any third-party sponsor or commercial product, entity, or service, without specific approval of said university. LSSE is not provided any "pass through" rights with respect to said LSU and Wisconsin logos or marks, and may not use the same as a direct endorsement of any product or other services.

- 2) LSSE or its designee shall be permitted to sell Houston Texans merchandise before, during, and after the Game.
- 3) LSSE and ERT retain the right to create and sell the game program. Vending will be through the LSSE vendor and revenue shall belong to ERT and LSSE.

AGREED and ACCEPTED THIS

26 day of August, 2013
The Board of Regents of the
University of Wisconsin System

By: Daniel Bayzell

AGREED and ACCEPTED THIS

16th day of October, 2013
The Board of Trustees of the
Louisiana State University

By: J. Allen

AGREED and ACCEPTED THIS

3 day of October, 2013
Lone Star Sports and Entertainment.

By: [Signature]

AGREED and ACCEPTED THIS

17th day of Sept, 2013
ESPN, Inc.

By: Pete Dan

COLLEGE FOOTBALL KICKOFF GAME AGREEMENT

LOUISIANA STATE UNIVERSITY

This event agreement ("Agreement"), made and entered into on the last date that the College Football Kickoff Addendum ("Addendum") hereto is fully executed by all parties, by and between the Green Bay Packers, Inc. ("Packers") and the Board of Trustees of the Louisiana State University ("LSU") (each a "Party" and collectively the "Parties") sets forth the terms and conditions specific to LSU as follows:

1. The Event; Generally. LSU agrees its varsity men's football team will participate in a neutral venue, regular season NCAA Division I college football game (the "Event") to be played at Lambeau Field in Green Bay, Wisconsin ("Lambeau Field") on Saturday, September 3, 2016. The game will be managed by the Packers in association with LSU. LSU agrees to play the University of Wisconsin ("Wisconsin") in the Event. The exact time of the Event shall be determined by the Big Ten Conference as stipulated in its media agreements. Both Wisconsin and LSU acknowledge that they will play a game under a separate agreement at Reliant Stadium in Houston, Texas on August 30th, 2014 where LSU will be the home team and the SEC will control the television rights.
2. Media Distribution Rights.
 - a. LSU and Packers acknowledge and agree that this game will be considered a Big Ten home game for the purposes of television rights. Big Ten media agreements' terms and conditions will be adhered to and followed in the administration of all television policies with respect to this game.
 - b. Packers have the exclusive right to acquire a local title sponsor for the Event and sell any and all advertising and sponsorship associated with the Event and the Program in accordance with NCAA regulations and retain all revenue therefrom.
 - c. LSU has non-exclusive terrestrial radio broadcast rights for its established radio networks in LSU's local footprint and the non-exclusive satellite radio distribution rights within the entire domestic United States, and LSU will be provided sufficient space at Lambeau Field to originate such radio distributions.
3. In consideration of LSU's participation in the Event, Packers shall pay Two Million One Hundred Thousand U.S. Dollars (\$2,100,000) (the "Fee") to LSU. The Fee shall be paid by the Packers to LSU (in a form and manner mutually agreed upon by the parties) within thirty (30) days following the Event.
4. LSU shall receive two (2) complimentary twenty four (24) person suites. Food and beverage for suites shall be the financial responsibility of LSU.

5. LSU shall receive a minimum of twenty thousand (20,000) tickets from Packers for use as follows:

- 300 complimentary tickets for player's families,
- Up to 475 complimentary tickets for the LSU Band,
- 1,000 tickets for sale to students, at a discounted price of at least 40% off the lowest priced general admission ticket,
- The remaining tickets for sale to the general public at regular prices.

Ticket prices shall be determined by Packers, in consultation with LSU, no later than January 15, 2016. LSU will be required to return any unsold tickets and proceeds from tickets sold to Packers no later than twelve (12) Mondays preceding the game. Subject to the foregoing, LSU may request more tickets above and beyond the 20,000 to make available for sale to its fans and Packers shall use reasonable efforts to provide such tickets if available. The location of LSU tickets is within Packers reasonable discretion after meaningful consultation with LSU, and will be communicated to LSU no later than January 15, 2016.

6. LSU shall receive one hundred (100) complimentary parking passes (location to be determined by Packers in consultation with LSU).
7. The eligibility of all varsity players to participate in the Event is determined by the rules and regulations of the NCAA.
8. Packers shall arrange for and pay all costs associated with Lambeau Field as required for the Event (including, but not limited to, leasing/renting Lambeau Field, paying all officials, etc.).
9. LSU agrees to provide assistance in the marketing, promotion, and sale of tickets for the Event by providing a minimum of the following:
- a. LSU agrees to cooperate reasonably in marketing and promotion of the Event by distributing promotional information to students, alumni (including, but not limited to, LSU alumni), booster club(s) and displaying Event and ticket information in LSU's ticket offices, football stadiums, and other pertinent venues and outlets. LSU shall use reasonable efforts to make its head coach available for all standard and reasonable media sessions prior to the Event including participating in radio and television commercials promoting the Event. LSU will use best efforts to market the Event to its season ticket holders and alumni; the specific recipients, methods, and marketing plans are in the reasonable discretion of LSU after meaningful consultation with Packers.

- b. Packers shall reasonably consult with LSU as to the look and feel of all Event-related merchandise. LSU shall have the right to approve any use of LSU's name or marks on merchandising. Further, LSU hereby grants Packers a non-exclusive right and license to use LSU's names and marks (as provided by LSU) in connection with the promotion of the Event and the promotion and Distribution of the Program.
- 10. Receipts from the sale of concessions including the sale of alcoholic beverages, programs, souvenirs, parking and suite and club seat rentals within Lambeau Field shall belong exclusively to Packers. The Packers or its designee shall be permitted to sell Green Bay Packers merchandise before, during, and after the Event. The parties shall negotiate with Packers regarding the sale of university merchandise.
- 11. LIMITATION OF LIABILITY.

EXCEPT FOR GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, ARISING FROM THE SUBJECT MATTER OF THIS AGREEMENT, **TO THE EXTENT PERMITTED BY APPLICABLE LAW.** THIS LIMITATION OF LIABILITY APPLIES EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, ANTICIPATED PROFITS, OR LOST BUSINESS.
- 12. Miscellaneous.
 - a. This Agreement becomes binding only when signed by both parties, and can only be modified in writing, signed by both parties. Neither may assign any of its rights or obligations under this Agreement without the prior written consent of the other party, and any purported assignment without that consent is void *ab initio*. Any provisions found by a court to be void or unenforceable shall not affect the validity or enforceability of any other provisions.
 - b. Neither Packers nor LSU shall be liable for unfulfilled provisions herein or other consequences if for any reason all or any portion of the Event is shortened or canceled due to extreme weather, war, act of God, national emergency, governmental restriction, or like cause, the occurrence of which is not within the control of Packers or LSU (an event of "Force Majeure"). The parties shall use commercially reasonable efforts to reschedule the Event if it is canceled due to a Force Majeure occurrence to a new date and time subject to each party's own scheduling limitations.

- c. This Agreement and Addendum represents the entire agreement between Packers and LSU and may be amended only in writing signed by both Packers and LSU. Each party acknowledges that it has read and freely signed this Agreement.
- d. The parties are independent contractors, and this Agreement will not be construed in any way to create an agency, employment, partnership, or joint venture relationship between Packers and LSU for any purpose whatsoever. Neither party shall have, or hold itself out as having, power or authority to bind or create liability for the other by its negligent or intentional act or omission.
- e. Each party agrees to obtain/maintain at its own expense insurance in accordance with industry standards.
- f. All notices between the parties must be given in writing via a reputable overnight courier service (e.g. FedEx, UPS) and shall be addressed as follows:

To LSU:

Verge Ausberry Jr.
Sr. Associate Athletics Director
LSU Athletic Department
N. Stadium Drive
Baton Rouge, LA 70803

To Packers:

Edward Policy
VP & General Counsel
Green Bay Packers, Inc.
1265 Lombardi Avenue
Green Bay, WI 54304

IN WITNESS WHEREOF, the parties have executed this agreement on the day and date first above written.

LOUISIANA STATE UNIVERSITY

Name: _____

Joe Alleva

Vice Chancellor and Athletics Director

Date: _____

11/20/13

GREEN BAY PACKERS, INC.

Name: _____

Mark H. Murphy
President & CEO

Date: _____

9/24/13

COLLEGE FOOTBALL KICKOFF ADDENDUM

UNIVERSITY OF WISCONSIN AND LOUISIANA STATE UNIVERSITY

This event addendum ("Addendum") is entered into on the date of last signature below by and among the Green Bay Packers, Inc. ("Packers"), The Board of Trustees of the Louisiana State University ("LSU"), and the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Madison Division of Intercollegiate Athletics ("Wisconsin"). Packers, LSU, and Wisconsin may be referred to collectively herein as the "Parties." In the event the terms of this Addendum conflict with the terms of the individual event agreement of either team, the terms of this Addendum shall govern. For any other items the terms of such individual agreements shall govern. In consideration of the mutual agreements and consideration specified herein, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

GENERAL

- 1) Game officials will be arranged by and at the expense of Packers. The intent is to have neutral officials from a BCS Conference work the game.
- 2) The Packers will use reasonable efforts to assist each university to obtain hotel rooms at favorable rates, for use of the institution's official travel party, team, fans and media. Such hotel rooms, and other costs of transportation and lodging, shall be at the cost and expense of the individual institution.
- 3) Each team shall be provided with an opportunity to practice/walk-through on Friday, September 2, 2016 and no facility rental fee will be charged. The walk-throughs will be conducted at Packers discretion on Lambeau, Nitschke or Hinkle fields (all DD Grassmaster surfaces), or at the indoor Hutson Center if conditions warrant. The institutions are responsible for any incidental expense associated with this practice/walk-through. Times to be determined by the teams in consultation with Packers.
- 4) Packers will provide credentialing services and coordinate/manage game day media operations in cooperation and input from the institutions. Schools will be provided with mutually agreed upon credentials for Official Travel parties.
- 5) Packers shall be responsible at its expense and cost for operating and staffing the Game consistent with the operations and staffing for a National Football League game at the Stadium. Packers will adjust its operations and staffing as necessary and at its expense to conform to required NCAA standards. No facility rental will be charged to the institutions.
- 6) Both institutions will be treated equally for pageantry elements. Game scripting will be coordinated through Packers and both institutions.
- 7) Both institutions shall be responsible for securing team police escorts through the Green Bay Police Department at each institution's expense.

TICKETS

- 1) 2013 Stadium Capacity: 76,571 reserved, 3,236 suite, 928 standing room only (general & suite).
- 2) Each institution will receive tickets for two (2) complimentary twenty four (24) person suites. Food and beverage will be the institutions responsibility.
- 3) The location of LSU and Wisconsin ticket allocations will be determined by Packers after consultation with each university. Ticket prices will be established, and a seating map identifying the location of ticket allocations will be distributed no later than January 15, 2016.

BAND & SPIRIT

- 1) Band tickets are complimentary but will be allocated from each institution's allotment. Packers shall notify each band of entrance location and shall provide band director and support staff appropriate credentials for access.
- 2) Uniformed cheerleaders, dance team, and mascots (up to thirty (30) participants in total from all three of the foregoing categories) from each Institution shall be admitted to the Event at no charge with credentials. All spirit squad members should arrive at the Stadium in uniform as no locker room facilities will be available. Packers will coordinate entrance with Spirit Team Leaders. Live mascots, but not live animals, are permitted but special restrictions and locations will be enforced. Electronic voice magnification is not permitted. Spirit and cheerleader squads must remain in their designated areas.
- 3) Pep Rally/Pre-Game Space. The institutions shall work together to determine the usage of function spaces in and around Lambeau Field for pre- and post-game activities and shall contract separately with Packers for this space utilization.

FIELD & LOCKER ROOM

- 1) The institutions shall negotiate with Packers regarding field markings including the team names and logos in the end zones. The midfield shall display a game logo with and/or without local title sponsor or the Lambeau Field Logo. Marks on the 20 yard line, Goal Posts, Sideline and Stadium Walls are available if required to fulfill title sponsorship elements. Signage will be in accordance with NCAA regulations.
- 2) Wisconsin will be the home team and LSU will be the road team. The Packers will work with both institutions to determine the assignment of locker rooms and sidelines. As the home team, Wisconsin shall have first priority in the selection of its team locker room, sideline, and ticket allocation.
- 3) Wisconsin will wear red jerseys as the home team and LSU will wear white jerseys as the road team.

SPONSORSHIPS & TICKET PRICING

- 1) As between the parties hereto, Packers shall have the exclusive right to acquire a Game title sponsor and to keep the revenues thereof. Packers retain the local sponsorship rights in all categories. Packers will not acquire a title sponsor from any company connected to organized crime; on a government "excluded persons" list; associated with sales of illegal drugs, alcohol, tobacco, firearms, gambling, adult entertainment or adult entertainment products; or otherwise engaged in or associated with dishonest or disreputable conduct or other activities that would be likely to harm the University's reputation.
- 2) Packers have the exclusive right to set all ticket prices. Packers will consult with each institution before prices are finalized. Student pricing will be considered. Ticket Prices will be finalized no later than January 15, 2016.

RADIO RIGHTS

- 1) Each institution retains the rights to broadcast the game on their team radio network free of charge. ESPN Radio will retain the non-exclusive terrestrial radio rights and non-exclusive satellite radio rights.

TRADEMARKS; NAME & LIKENESS

- 1) Wisconsin and LSU hereby authorize each other to use (and to grant to any entity effecting or facilitating the Primary Broadcast the right to use) their respective trademarks and logos and the names and likenesses of Wisconsin's and LSU's individual players, participants and coaches to promote and publicize the Game and the Primary Broadcast, provided, that such trademarks, logos, names and likenesses must not be used as an endorsement of any product or service or in connection with any political cause or candidate, or in any manner prohibited by applicable NCAA rules and regulations.

MARKETING AND MERCHANDISING

- 1) Packers shall have the limited right to use LSU and Wisconsin logos to market and produce the Game. The Packers or its designated contractor shall have the right to produce and sell game-specific merchandise at the Stadium and surrounding areas, which includes LSU and Wisconsin logos/marks, upon entering into a separate licensing agreement with LSU and Wisconsin or their respective designees (e.g., CLC). Provided, however, all such uses of LSU and Wisconsin logos/marks shall only be after approval by the respective owner of such specific use, and shall specifically not provide any link to any third-party sponsor or commercial product, entity, or service, without specific approval of said university. The Green Bay Packers are not provided any "pass through" rights with respect to said LSU and Wisconsin logos or marks, and may not use the same as a direct endorsement of any product or other services.

AGREED and ACCEPTED THIS

17 day of October, 2013
The Board of Regents of the
University of Wisconsin

By: Daniel Bassett

AGREED and ACCEPTED THIS

20th day of November, 2013
The Board of Trustees of the
Louisiana State University

By: J. Allin

AGREED and ACCEPTED THIS

25th day of October, 2013
Green Bay Packers, Inc.

By: Mark H. Murphy
Mark H. Murphy, President & CEO