

**AMENDMENT NO. 1 TO LOUISIANA STATE UNIVERSITY
2018 COLLEGE FOOTBALL GAME AGREEMENT**

THIS AMENDMENT NUMBER 1 to the Agreement (the "Amendment No. 1") is made and entered into as of the 29 day of May, 2018 (the "Effective Date") by and among Cowboys Stadium, L.P. ("CSLP"), Stadium Organizing Committee ("LOC"), ESPN, Inc. ("ESPN") and the Louisiana State University (referred to as "LSU" or the "Team"). CSLP, LOC, ESPN and LSU shall be referred to collectively as the "Parties".

WHEREAS, the Parties entered into that certain agreement effective October 16, 2014 (the "Agreement") for use of the Stadium wherein the Team will play a college football game against the University of Miami ("Miami") on September 1, 2018 (the "Game"); and

WHEREAS, the Agreement and the Addendum shall be referred to collectively as the "Agreements";

WHEREAS, the Parties now wish to amend the Agreements by entering into this Amendment No. 1;

WHEREAS, any term not defined in this Amendment No. 1 shall have the meaning ascribed thereto in the Agreements and with the exception of the modifications contained herein, all other terms and conditions contained in the Agreements shall remain the same and in full force and effect.

NOW, THEREFORE, in consideration of the mutual agreements and promises contained herein, the Parties hereby agree as follows:

- I. As of the Effective Date, the Agreement is hereby modified such that Section 1 is hereby deleted in its entirety and the following is substituted therefore:
 1. Date of Game: The Team agrees to play a college football game in AT&T Stadium located in Arlington, Texas (the "Stadium") at a time to be determined by CSLP and ESPN on September 2, 2018 with the University of Miami (referred to as "Miami" or "Opponent") (the "Game"). ESPN and Team acknowledge that the Stadium and LOC have been selected to host the Game following a highly competitive selection process including sites around the country. LSU will be designated as the Home Team wearing its light jerseys and Miami will be designated as the Away Team wearing its dark jerseys for the Game. Game officials will be a replay and on-field crew from the Big 12 Conference designated by the Big 12 supervisor of officials.

All other provisions of the Agreements shall remain in full force and effect, it being understood that, in the event of a conflict between the terms of this Amendment No. 1 and the Agreements, the terms of this Amendment No. 1 will take precedence.

(one signature page follows)

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 as of the last date written below.

COWBOYS STADIUM, LP

BY: COWBOYS STADIUM GP LLC

Its: General Partner

BY: 

Name: Chad Estus

Its: GP

STADIUM EVENTS ORGANIZING COMMITTEE

BY: 

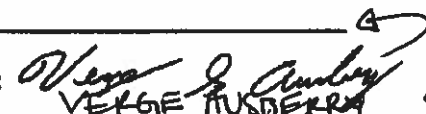
Its: President

ESPN PRODUCTIONS, INC.

BY: 

Its: EVP, Programming

LOUISIANA STATE UNIVERSITY


Name: VERGE AUSBERRY
Title: Deputy Director of Athletics

2018 COLLEGE FOOTBALL GAME AGREEMENT

LOUISIANA STATE UNIVERSITY

This event agreement (the "**Agreement**") entered into and made effective as of the 16th of October 2014 by and among Cowboys Stadium, L.P. ("**CSLP**"), Stadium Events Organizing Committee ("**LOC**"), ESPN Productions, Inc. ("**ESPN**"), and the Louisiana State University (referred to as "**LSU**" or the "**Team**") sets forth the terms and conditions specific to the Team as follows:

1. Date of Game: The Team agrees to play a college football game in AT&T Stadium located in Arlington, Texas (the "**Stadium**") at a time to be determined by CSLP and ESPN on September 1, 2018 with the University of Miami (referred to as "**Miami**" or "**Opponent**") (the "**Game**"). ESPN and Team acknowledge that the Stadium and LOC have been selected to host the Game following a highly competitive selection process including sites around the country. LSU will be designated as the Home Team and Miami will be designated as the Away Team for the Game. Game officials will be a replay and on-field crew from the Big 12 Conference designated by the Big 12 supervisor of officials.
2. Financial Fees & Guarantees; Ticket Pricing: LOC will, within five (5) business days after the Game, pay One Million U.S. Dollars (\$1,000,000.00) to ESPN in consideration for the LOC's right to host the Game (the "**Sanction Fee**"). CSLP will, within five (5) business days after the Game, pay Three Million Seven Hundred Fifty Thousand U.S. Dollars (\$3,750,000.00) to ESPN for ESPN's preparatory efforts (the "**Guarantee**"). ESPN shall pay Four Million Seven Hundred Fifty Thousand U.S. Dollars (\$4,750,000.00) (the "**Participation Fee**") to the Team for its participation in the Game within 10 business days of the game. The Team acknowledges the Participation Fee constitutes the sole financial compensation for the Team for playing the Game, and that no other compensation will be due or owed to the Team under this Agreement in connection with the Game. CSLP is responsible at its expense for operating and staffing the Game consistent with the operations and staffing for a college football game at the Stadium, and will, except as explicitly set forth in this Agreement. CSLP will retain all other revenues from the Game (including but not limited to concessions, Game merchandise, Game sponsorships, suites, and tickets). The LOC, CSLP and ESPN acknowledge and agree that (a) all rights to telecast or distribute program(s) of the Game have been assigned by LSU to the SEC, (b) LSU has no ability to grant to ESPN any rights for the telecast or distribution of Game played pursuant to this Agreement and (c) as between LSU and ESPN, ESPN is responsible for obtaining such rights from the SEC. The designated broadcaster (e.g., ESPN or CBS) for the Game has the broadcast rights and the exclusive right to (i) acquire an on-air Game title sponsor and (ii) distribute a broadcast of the Game pursuant to, and in accordance with, its media agreement with the SEC. ESPN shall provide notice to LSU of any rights granted to Miami to utilize highlight or re-airs of the Game, and ESPN, on behalf of itself and ESPN, Inc., agrees that in the event such highlight and re-airs rights granted to Miami exceed the highlight and re-air rights that LSU would be entitled to exercise under the SEC's media agreements with ESPN, Inc., LSU shall be entitled to use highlights and re-airs of the Game to the same extent as the rights granted to Miami. The Team shall have non-exclusive radio broadcast rights for its established radio networks in the State of Louisiana and other states which may include satellite and will be provided sufficient space in the Stadium to originate the broadcast. Additionally, the Team retains the rights to obtain and use its own recordings of the Game for teaching and coaching, highlight tapes, coaches' shows, and other similar uses and will be provided sufficient locations within the Stadium provided that the broadcaster shall have first priority for camera positions in all locations. ESPN has non-exclusive terrestrial and satellite radio rights throughout the universe.

CSLP shall establish ticket prices by location and other operational elements regarding ticketing and seat locations.

3. Team Probation and Performance: In the event LSU is determined by the NCAA to have committed a Level I or Level II violation of NCAA rules in its football program and the NCAA permits LSU's current football playing student athletes to transfer immediately without penalty at any time within a two year (2) year period prior to the Game and/or imposes a post season ban of two (2) or more seasons that includes the 2017 and 2018 seasons, ESPN in consultation with the LOC and CSLP will have the right to cancel the Game within thirty (30) days of the NCAA's announcement of the penalty, but no later than July 1, 2017. In consideration for the option to cancel the Game before July 1, 2017, or in the case of ESPN cancelling the Game due to an NCAA violation by Opponent, ESPN, the LOC and CSLP, in consultation with LSU will secure a Football Bowl Subdivision ("FBS") opponent for an LSU home game to be played at LSU's venue on September 1, 2018. LSU will commit to pay a potential opponent a Participation Fee similar to the Participation Fee LSU normally pays for its other home FBS guarantee games. After January 1, 2018, if and only if LSU incurs any of the penalties as described above ESPN shall have no right to cancel the game. If the Game attendance has been materially impacted, ESPN will withhold payment of the Participation Fee and the LOC, CSLP, ESPN and LSU agree to have good faith discussions immediately following the Game to reasonably reduce the Participation Fee.
4. Team Tickets; Suites; Bus Parking and Parking Passes: CSLP will provide to LSU:
- (i) Two hundred fifty (250) tickets at no charge (locations to be mutually agreed upon by CSLP and LSU);
 - (ii) Two (2) complimentary, 20 person suites designated by CSLP, Food and Beverage costs are the responsibility of the Team. The Team will have the use of one (1) complimentary field level club suite (capacity 350 – 9,308 square feet);
 - (iii) Seating for the Team's band at no charge and will be allocated from the LSU ticket allotment. The band sections are located in section 144 and 145 and the band has the use of the entire section;
 - (iv) Seventy five (75) parking passes designated by CSLP;
 - (v) Admittance of the Team band, cheerleaders, dance team and mascot to the Game at no charge (location of seats to be consistent with past Team events);
 - (vi) CSLP shall provide areas for pep rallies to be conducted at the cost of the Team or its designee, alumni or booster group on Saturday, September 1st, 2018. Miami will be assigned to the West plaza and LSU will be assigned the East Plaza.

In addition, LSU will commit to purchase a minimum of twenty five thousand (25,000) tickets. The ticket assignment (i.e., pricing), as preliminarily set forth in Exhibit B, shall be determined by CSLP in its reasonable discretion and with consultation from LSU.

5. Marketing and Merchandise; Media: ESPN and CSLP will have the limited right to use Team logos (in conjunction with ESPN, stadium images or logos) to market and promote the Game excluding any right to use any Team logos in association with CSLP sponsors, advertisers and/or other third parties in a manner that may imply sponsorship of and/or endorsement by the Team without the prior express written approval of Team. Notwithstanding the foregoing, CSLP shall have the right to use the "Cowboys Classic" logo which may be co-mingled with the Team's logos from time to time and as approved by the Team in each instance, in connection with CSLP's Stadium souvenir/commemorative photography services partner. CSLP (or an affiliate, Blue Star Graphics and Design) will have the right to source, produce and sell Game-specific merchandise at the Stadium and surrounding areas, which includes the marks and logos of CSLP and both teams. Team will, or will require any licensee(s) of its

marks and logos, through a separate agreement, to grant CSLP the right referred to above at the lesser of (i) the royalty rate agreed to by Team and CSLP (or its affiliate), (ii) the typical royalty rate charged by Team (or its designee, e.g., CLC) to third party manufacturers and distributors with a comparable level of products manufactured, and (iii) a percentage mutually agreed upon by the parties no later than May 31, 2018. CSLP will permit the Team, through one "official retailer" of the Team, to sell its merchandise in the stadium plaza (in a location determined by CSLP in its sole discretion), provided, that Team pays CSLP (or its designee, Legends Hospitality) 22% of gross revenues from such sales. In the event that ESPN and CSLP reach and agree to terms with the Opponent or any other party involved in the game that are more favorable than those included herein, ESPN and CSLP shall disclose and offer to Team the most favorable terms granted to any other party. In addition, CSLP (or its designee) shall also be permitted to sell Dallas Cowboys merchandise before, during and after the Game.

CSLP will be entitled to control and display all signage and video boards at the Stadium, provided, that such signage does not conflict with NCAA rules and, further, provided that CSLP will run messaging about the Team on its video boards in a manner to be determined in its reasonable discretion. Notwithstanding the preceding sentence, CSLP agrees and acknowledges that the Team controls branding (e.g., headsets, uniform logos and sports beverages) on its sidelines, provided, however, that in the event the Team's branding is deemed by CSLP, in its sole discretion, to be a competitor of AT&T Services, Inc. ("AT&T") then the Team agrees it will cover all competitor branding as no competitor of AT&T will be visible during the Game.

ESPN will have the right to display the event logo or the corporate or event mark on the goal post wraps, sideline officials, 1st down markers and static soccer style signage on the sidelines. ESPN will consult with LSU on the potential on-air title sponsor in order to minimize any conflicts and the signage will conform with NCAA regulations. Notwithstanding the foregoing, if the Game is broadcast by CBS, ESPN will have to comply with all restrictions on signage and sponsorship contained in the SEC's media agreement with CBS.

6. Team Marketing Assistance: The Team agrees to cooperate reasonably in marketing and promotion of the Game by distributing promotional information to students, alumni, booster club(s) and displaying Game and ticket information in the Team's ticket offices, football stadiums, and other pertinent venues and outlets. The Team or ESPN, as the case may be, is required to provide a certain amount of raw Game footage to be utilized in promotional efforts for the Event. The Team is required to use best efforts to make its head coach available for all standard and reasonable media sessions prior to the Event.
7. Damage to the Stadium: The Team shall provide the insurance set forth in Exhibit A. To the extent allowed by LSU law and without waiver of its sovereign immunity, the Team shall indemnify CSLP and its affiliates, employees, owners, and contractors against any damages or losses resulting directly from the Team's use of the Stadium.
8. Public Disclosures: Unless otherwise agreed, all parties to the Agreement except for the LOC agree to keep the terms of this Agreement confidential and not to disclose these terms to any other party, provided, however, that nothing in this Agreement shall in any way limit the ability of LSU to comply with any laws or legal process concerning disclosures by public bodies. LSU agrees that it will, to the extent possible, provide notice to CSLP and ESPN prior to making any such disclosure and shall consult with CSLP and ESPN in good faith regarding the requested disclosure, provided that LSU will make the ultimate determination on whether such disclosure is required and such disclosure will not constitute a breach or threatened breach of this Agreement. LOC shall have the right to disclose this Agreement or any terms hereof without any obligation to obtain the consent of or provide notice to any other party.

9. Alcohol Sales: CSLP (or its designee) may sell alcohol during the Game, provided, that (i) at the end of the third quarter, CSLP (or its designee) must cease the sale of alcohol in non-premium (i.e., non-club and non-suite) seats or areas, and (ii) CSLP (or its designee) utilizes its alcohol awareness and safety best practices (developed from NFL games) for the Game.
10. Additional Responsibilities: LSU shall use its best efforts to make available to ESPN coaches and players in the Game as ESPN may request for purposes of interviews and discussion.
11. Team Walk Through: LSU will be provided with an opportunity for a team practice/walk through on Friday, August 31, 2018 at no charge. The institutions are responsible for any incidental expenses associated with the practice/walk-through. Times to be set by CSLP, in consultation with both teams.
12. Pageantry: Both institutions will be treated equally for pageantry elements. Game scripting will be coordinated through CSLP and both institutions.
13. Locker Room and Field: The east end zone will be painted with Miami's normal end zone stencil and the west end zone will be painted with LSU's normal end zone stencil. LSU will use locker rooms A&B and occupy the north sideline. Miami will use locker rooms C&D and occupy the south sideline.
14. Stadium Roof: The decision to open the roof and end zones will be made by the CSLP and will be guided by the safety of the student athletes and fans.
15. CSLP and Broadcaster assign the game program rights to the institutions to manage and create. Vending will be through the CSLP vendors at the expense of the institution.
16. Promotion and Publicity: Broadcaster shall have the right, and may grant others the right to reproduce, print, publish or disseminate in any medium, the name and likeness and voice of each LSU player, coach or other team personnel appearing in or connected with the program and biographical material concerning such persons as well as Team's name, trademarks, service marks and logos, for information purposes and to advertise, promote, publicize and distribute the program of the Game and broadcaster's programming services, but not as an endorsement of any product or other services.

(one signature page follows, and the Exhibits)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first hereinabove written.

COWBOYS STADIUM, L.P.

BY: COWBOYS STADIUM GP LLC

Its: General Partner

BY: David Frey
David Frey
Its: Treasurer

STADIUM EVENTS ORGANIZING COMMITTEE

BY: Rick Baker
Its: President

ESPN PRODUCTIONS, INC.

BY: R. Blum
Its: SVP, Programming Acquisitions

LOUISIANA STATE UNIVERSITY

J. Allen
Name:
Title: Athletic Director

Vern Anderson
Name:
Title: Sr. Associate AD

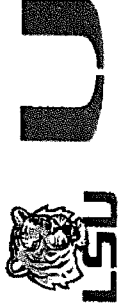
EXHIBIT "A"

MINIMUM INSURANCE REQUIREMENTS

Subject to change based on individual negotiations with the Teams and each such Team's applicable insurance guidelines (e.g. state insurance mandates).

- The Team agrees to purchase, prior to commencement of its use of the Stadium and to maintain during Team's use of the Stadium the following minimum insurance coverage:
 - Worker's Compensation Insurance to comply with any applicable Worker's Compensation Act.
 - Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence (bodily injury, including death, personal injury (libel, slander, false arrest) and property damage combined). Such insurance shall include, but not be limited to personal injury, contractual liability and products-completed operations insurance.
 - Business Automobile Liability Insurance, including owned, hired and non-owned vehicles, with minimum limits of \$1,000,000 per occurrence (bodily injury, including death and property damage combined).
 - Umbrella Liability Insurance applying in excess of the items listed above with minimum limits of \$4,000,000.
- The insurance policies covering Commercial General Liability, Business Automobile Liability and Umbrella Liability Insurance shall name CSLP, Dallas Cowboys Football Club, Ltd. ("DCFC"), Legends Hospitality, LLC ("Legends"), LOC, the City of Arlington, Texas (the "City"), AT&T, Blue Star Operations Services, LLC ("BSOS"), and all subsidiaries, related or affiliated companies as additional insured and shall specifically state the coverage thereunder shall be deemed to be primary and not excess or contributory as respects any comparable insurance otherwise available to CSLP, DCFC, Legends, LOC, the City, AT&T and BSOS.
- Workers Compensation policy, , shall include a waiver of subrogation in favor of CSLP, DCFC, Legends, LOC, the City, AT&T, BSOS, and all subsidiaries, related or affiliated companies.
- Should the Team fail to provide and maintain the insurance required by this Exhibit, CSLP shall have the option, but not the obligation, to obtain any or all of such coverage under its own insurance. In such event, the Team shall be invoiced for the cost of this coverage plus a twenty percent (20%) administrative fee. CSLP does not represent that acquired insurance is sufficient to protect the Team's interests or provide adequate coverage.
- If the Team purchases event cancellation or other "first party" property insurance covering the property in or on the Stadium or operations of the Stadium shall be endorsed to waive any rights of subrogation that the insurance company may have against CSLP, DCFC, Legends, LOC, the City, AT&T and BSOS.

LSU vs UNIVERSITY OF MIAMI



2018

DRAFT

AT&T
STADIUM

EXHIBIT "B"
Pricing Map

