

AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of January 2014, by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, on behalf of its Los Angeles campus, hereinafter called "UCLA" and Louisiana State University.

WITNESSETH:

WHEREAS, the parties hereto desire to provide hereby for the participation by the varsity football teams representing the respective parties in a contest,

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. That the varsity football teams representing the respective parties hereto will play each other in the Rose Bowl, Pasadena, California on September 4, 2021, and in Tiger Stadium in Baton Rouge, LA on August 31, 2024, with UCLA being the Host Party for the game played in Pasadena and LSU being the Host Party for the game played at Baton Rouge.

2. For and in consideration of its participation in the aforementioned football contest, the Visiting Party shall receive from the Host Party a sum of Five Hundred Fifty Thousand Dollars (\$550,000) for playing said games. Payment to the Visiting Team shall be made by the Host Party by the first day of February following the playing of the athletic contest.

3. The parties hereto mutually desire that the game(s) to be played hereunder should have maximum media exposure, including exposure via television if possible. Each party may enter into agreements for television and radio coverage of the game(s) so long as said agreement are in compliance with the provisions set forth herein.

ENTITIES

For all references to the "Host Institution" and/or "Visiting Institution" that involve a Pac-12 Conference institution, all media rights and any other grant of rights referenced herein shall be retained by the Pac-12 Conference, except for radio rights (which are retained by the participating institution). For all references to the "Host Institution" or "Visiting Institution" that involve non-Pac-12 Conference institutions, the media rights and other grant of rights referenced herein shall be controlled in-line with such institution's and affiliated conference's media agreements and other media rights policies.

RADIO

The Visiting Institution shall be provided space for one radio broadcast outlet for the non-exclusive regional terrestrial radio broadcast by the Visiting Institution's flagship station and additional terrestrial distribution on the Visiting Institution's regional network of terrestrial radio stations and satellite radio provider.

The Host Institution shall have unfettered regional terrestrial, national terrestrial and satellite radio rights, and any other audio distribution method now known, existing or hereafter developed. The Host Institution also shall have exclusive rights to sell national terrestrial radio rights.

TELEVISION, VIDEO, FILM, AND INTERNET VIDEO STREAMING

The parties hereto mutually desire that the game(s) to be played hereunder should have maximum media exposure, including national television exposure.

A. Agreement to Telecast. Each game covered hereunder shall be available for telecasting by the Host Institution. The Host Institution shall have all rights of telecast, including, but not limited to, national network television, national cable, Conference networks, Internet streaming, delayed telecasting, unlimited highlights, institutionally syndicated packages, and telecasting by any and all other means. The Visiting Institution agrees to the following:

1. The scheduled start time for the game(s) is solely at the discretion of the Host Institution and may be changed up to 6

days in advance of the game in order to accommodate television.

2. Any change in the date of the game(s), including changes for television, must be mutually agreed upon by the participating institutions.

3. Media timeout formats are determined by the Host Institution's conference. The Host Institution's conference shall be responsible for the TV liaison (red hat).

4. The Host Institution agrees to provide the Visiting Institution with one 30-second message if the game is selected for a national broadcast network or national cable network telecast.

5. The Visiting Institution may not telecast the game in any way or use any video from the Host Institution's telecast of the game without the written permission of the Host Institution's conference; provided, however, that the Visiting Institution shall be allowed the use of highlights of the game(s), not to exceed eight (8) minutes in length, for the sole purpose of producing coach's shows and season highlight presentations. This permission, if granted, must be within any limits set by the Host Institution's conference or telecast rights holder regarding amount of video (time elapsed), where the video may be seen or accessed (i.e., national vs. local TV, website, mobile device) and any other restrictions. Notwithstanding the above, immediately following the conclusion of each game hereunder, the Visiting Institution shall have the right to telecast audio and visual highlights not to exceed eight (8) minutes in length on the Visiting Institution's or the Visiting Institution's conference's controlled and operated Network (e.g. Pac-12 Network, SEC Network, Texas Longhorn Network, Big Ten Network, etc.).

B. Contact

Questions dealing with interpretations of the Pac-12 Football Television Agreements should be addressed to the Pac-12 Associate Commissioner, Television. Questions dealing with interpretations of the Southeastern Conference Football Television Agreements should be addressed to the Southeastern Conference Associate Commissioner, Television.

4. Host Party agrees to provide, if requested, adequate facilities at its home stadium for the filming of the game by the Visiting Party. These facilities will be provided without charge to the Visiting Party and without cost to the Host Party.

5. The Host Party will be responsible for payments of the necessary expenses of conducting said contest including stadium rental and/or maintenance and staffing.

6. Game ticket prices will be established by the home institution, no later than the first day of April of the year preceding the playing of the aforementioned contests, and tickets shall be accounted for at the price printed thereon, including tickets sold to students and faculty and staff of the Visiting Party.

7. The Visiting Party will be permitted Three Hundred (300) complimentary tickets for the game. In addition to the 300 complimentary tickets set forth in Section 7 and to the seating provided for the Visiting Team's Band, the Visiting Team may purchase up to 5,000 tickets for its fans subject to the following. The ticket managers for the parties will confer in order to facilitate the orderly distribution of tickets to be sold by the Visiting Team. Any tickets which have been delivered to the Visiting Team but which have not been sold by the Visiting Team shall be returned to the Home Team no later than 30 days prior to the game. The Visiting Team shall be liable for the cost of all tickets which have been delivered to it and which it has not returned to UCLA by August 1, 2021 and on August 1, 2024 for the game at LSU.

8. Spirit Squad (cheerleaders, yell leaders, etc.) and members of the marching band of both parties, along with their equipment, shall be admitted to the game at no cost.

9. Officials for this contest shall be appointed and expenses paid by the Commissioner of Southeastern Conference for the game played in Pasadena and by the Commissioner of the Pac-12 Conference for the game played at Baton Rouge.

10. The football game shall be governed in all respects, including the eligibility of players, by the rules of the National Collegiate Athletic Association and, with respect to each party hereto, the conference or association to which such party belongs and the institutional rules of such party.

11. Sideline Passes. The Visiting Team shall be provided up to sixty (60) sideline passes unless limited by rules set by Home Team's Conference on the NCAA. Such passes are for use by coaches, trainers and working personnel only. Sideline and All Access passes must be worn at all times by all people holding such passes.

12. Programs. The Home Team shall provide the Visiting Team with eighty (80) programs at no cost to the Visiting Team. The programs shall be delivered to the Visiting Team's dressing room at least one (1) hour before game time.

13. Concession, Parking and Program Income. The Home Team shall have exclusive rights to sell programs and run concessions and parking at and for the Game. All income from program sales, concession sales and parking fees shall be retained by the Home Team.

14. If either party is delayed or interrupted in or prevented from the performance of its obligations hereunder by reason of an act of God, fires, flood, war, public disaster, strikes or labor difficulties, governmental enactment, regulation or order, or any other cause beyond its control, such party shall not be liable to the other therefore.

15. Except as provided in paragraph 14, above, if either party unilaterally cancels or otherwise breaches the terms of this agreement, that party shall reimburse the non-breaching party a termination fee of one million dollars (\$1,000,000). Any such reimbursement shall be made within thirty (30) days of the demand for same.

16. The persons executing this agreement on behalf of the respective parties hereto hereby warrant that they are duly authorized and empowered by the parties hereto so to execute.

IN WITNESS WHEREOF, the parties hereto hereunto have set their hands the day and year first above written.

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA, LOS ANGELES

By: _____

Director of Athletics

LOUISIANA STATE UNIVERSITY

By: _____

Director of Athletics