

2022 ALLSTATE SUGAR BOWL KICKOFF PARTICIPATION AGREEMENT

This Participation Agreement is made this 6th day of February, 2020, between (a) the Louisiana State University, a non-profit corporation organized and existing under the laws of the State of Louisiana (the "**Institution**"), and (b) the Sugar Bowl, a Louisiana non-profit corporation, (the "**Host**").

ARTICLE I

PARTICIPATION IN KICKOFF CLASSIC

1.1 Participation in Kickoff Classic. The Institution agrees to have its football team play in the 2022 Allstate Sugar Bowl Kickoff (the "**Game**") in New Orleans, Louisiana on a date and time to be determined by Telecaster (as defined below), on either Saturday or Sunday over Labor Day weekend in 2022 (Sep. 3-4, 2022), or another date to be mutually agreed upon by Telecaster (as defined below), Host, and Institution. The competing team in the Game shall be the Florida State University, an educational institution organized and existing under the laws of the State of Florida ("**FSU**" and together with the Institution, the "**Participants**"). The Host shall secure as the venue for the Game, the Mercedes-Benz Superdome (the "**Superdome**").

ARTICLE II

FINANCIAL FEE

2.1 Financial Fee. As full consideration for Institution's participation in the Game, and on the condition that Institution and FSU each sell their full allocation of Allotted Tickets (as defined herein), Institution and FSU shall each keep an amount equal to Five Million One Hundred Thousand Dollars (\$5,100,000) (the "**Fee**"). For the avoidance of doubt, in the event Institution sells all of its full allocation of Allotted Tickets (as defined herein), Host shall promptly pay to Institution the difference between the Fee and the value of such Allotted Tickets (as defined herein) (Five Million Ten Thousand Five Hundred Ten Dollars (\$5,010,510)); Eighty Nine Thousand Four Hundred Ninety Dollars (\$89,490). If Institution sells less than its full allocation of Allotted Tickets (as defined herein), Institution shall only keep the value of such Allotted Tickets (as defined herein) sold and the Fee shall be reduced to match such value.

2.2 Ticket Sales. In order to receive the full amount of the Fee, the Participants shall be collectively obligated to sell or purchase sixty thousand (60,000) tickets to the Game (the "**Allotted Tickets**"), with each of Institution and FSU being obligated to sell or purchase thirty thousand (30,000) Allotted Tickets. The specific location and price to be charged for the Allotted Tickets shall be listed in Exhibit I hereto. The price for such Allocated Tickets includes all fees, including, but not limited to any facility fees or taxes, which shall be promptly disbursed by the Participants to the appropriate parties, pursuant to instructions from Host.

(a) FSU and Institution shall place the Allotted Tickets on sale by no later than January 31, 2022 (the "**Allotted Ticket Sale Start Date**"). FSU and Institution shall attempt to

sell all of the Allotted Tickets by June 30, 2022 (the "**Allotted Ticket Sale End Date**"). Following the Allotted Ticket Sale Start Date, until the Allotted Ticket Sale End Date, each of FSU and Institution shall give weekly written updates to Host, with the quantity and prices of Allotted Tickets sold to date.

(b) In addition, following the Allotted Ticket Sale Start Date, FSU and the Institution shall have the right to place the Allotted Tickets on Host's ticketing platform (or other sales mechanism, as Host shall determine) for sale.

(c) If either of FSU or the Institution has not sold all of its Allotted Tickets by the Allotted Ticket Sale End Date, Host, FSU and Institution shall meet to discuss their plans for selling all remaining Allotted Tickets. Following such meeting, the parties shall mutually agree to either (1) allow the Institution and/or FSU to continue to sell their remaining Allotted Tickets, in which case Institution and/or FSU shall continue to give weekly written updates to Host, on the number of Allotted Tickets sold to date; or (2) Institution and/or FSU will not sell any remaining Allotted Tickets after the Allotted Ticket Sale End Date, in which case the Host shall have the right to contribute or sell any unsold Allotted Tickets pursuant to Section 2.2(e).

(d) On the Allotted Ticket Sale End Date, in the event that either Institution or FSU has not sold all of its respective Allotted Tickets, the other Participant may request on such Date and the Host may grant, in its sole discretion, the unsold Allotted Tickets of the Participant who has not sold all of its respective Allotted Tickets ("**Additional Allotted Tickets**"), to sell. For the avoidance of doubt, the Fee will not be increased for the sale of any Additional Allotted Tickets by Institution or FSU.

(e) In the event that (1) Institution, FSU and Host agree that Institution and FSU will not sell any Additional Allotted Tickets as of the Allotted Ticket Sale End Date in accordance with Section 2.2(c) above, or (2) Institution and/or FSU does not sell all of their Allotted Tickets by the Allotted Ticket Sale End Date, Host, in its sole discretion, shall have the right to contribute such Additional Allotted Tickets to a recognized charitable organization or sell them to the general public; provided, however, Host shall have no duty to Institution to resell or contribute such Tickets.

2.3 Obligations. All obligations and benefits with respect to Institution are set forth below in this Participation Agreement. The same obligations and benefits with respect to FSU shall be set forth in the participation agreement with FSU, in the form attached as Exhibit 2 hereto.

ARTICLE III

TICKETS AND SUITES

3.1 Free Admission. Except for members of the media and persons holding tickets furnished by Host at no charge, Host shall only be required to afford free admission to the following persons (collectively, the "**Participant's Representatives**") from each Participant:

(a) All student-athletes certified by such Participant as eligible for competition in the Game:

(b) No more than sixty coaches, trainers, medical, security, and managerial personnel accompanying Participant's football team, all of whom shall have access to the team area of the playing field;

(c) No more than four "ball crew" members who will assist the Game officials;

(d) One person serving as the uniformed mascot for such Participant;

(e) One person serving as the cheerleading coach for such Participant;

(f) No more than twenty uniformed cheerleaders representing and sponsored by such Participant;

(g) No more than five hundred members of the Institution's band; and

(h) A mutually agreeable number, between Host and Participant, of additional persons designated by such Participant who shall be afforded sideline access, provided that as a condition of such free admission, such Participant must furnish to Host a picture of each designated person and each designated person must sign a waiver in the form set forth as Exhibit 3.

3.2 Suites. The Host shall provide free of charge to each Participant two (2) suites with a minimum seating capacity of sixteen (16) seats at the Superdome, together with as many "standing room only" tickets as are customarily made available by the Host to purchasers of suite tickets. Tickets for such suites will not be counted in the aggregate required for sale or purchase under Sections 2.2 above. The Participants shall be responsible for all catering charges incurred in connection with use of the suites.

ARTICLE IV

TEAM ARRIVAL

4.1 Team Arrival. The members of the Institution's football team, football coaches and staff shall arrive in the New Orleans, Louisiana area no later than 6:00 P.M. Central time at least one (1) day preceding the playing of the Game.

ARTICLE V

HOTEL ACCOMMODATIONS AND HOSPITALITY SUITES

5.1 Hotel Accommodations for Institution. The Host shall arrange for, and the Institution shall take, at no cost to the Institution, one hundred (100) hotel rooms, single or double occupancy, with a one (1) night minimum. Such rooms shall be at the Hilton Riverside for Institution ("Official Hotel"). The Institution shall be responsible for all costs and damages related to those rooms caused by the Institution or other occupants of the rooms.

5.2 Hotel Charges. The charges for costs and damages to the rooms shall be paid directly to the Official Hotel by the persons or entities using the rooms. All hotel bills for costs and damages to the rooms shall be paid directly to the Official Hotel. Institution shall be obligated to enter a written agreement with the Official Hotel, by which the Institution agrees to be responsible for and to remit payment for such bills directly to the Official Hotel, plus any sales or other taxes, interest or other late charges, and/or damage claims imposed by the Official Hotel, pursuant to such agreement.

5.3 Institution Responsibilities. Except as expressly set forth in this Participation Agreement, the Institution shall be solely responsible for payment for all costs and expenses incidental to the participation of its football team, coaches and staff, official party and other representatives of the Institution in activities related to the Game.

5.4 Promotion Obligation. Institution hereby agrees to promote the Official Hotel as its team hotel to fans and ticket purchasers in an effort to sell the Official Hotel's transient rooms for the Game by including the Official Hotel's phone number, web site and reservation information on its athletic web site, and/or emailing such information to ticket holders, or directing its official travel company(ies) to the Official Hotel. Institution hereby acknowledges and agrees that the Official Hotel has played an important role in the organization of the Game and that the Institution damaging the Host's relationship with the Official Hotel may cause material, irreparable harm to the Host and its reputation.

ARTICLE VI

LICENSING

6.1 Licensing by the Institution. The Institution hereby authorizes and grants a limited, non-exclusive, royalty-free license to the Host to use its name, trade name, nickname, trademark, trade dress, slogans, fight songs, logo, likeness of its team mascot, players, and coaches and all related intellectual property, whether on a stand-alone basis or as a part of a composite or combination mark, to promote the Game and the other Game-related activities.

In addition, beginning on the date of this Agreement and ending sixty (60) days after completion of the playing of the Game, the Host shall have the right and is granted a royalty-free license to use, on a non-exclusive basis, the names, slogans, seals, logos, and marks, whether registered or unregistered (such names, slogans, seals, logos, and marks hereafter referred to as "**identifying marks**"), of the Institution, whether on a stand-alone basis or as a part of a composite or combination mark, in Game-related activities, including but not limited to television, promotion, licensing and merchandising programs incident to the Game; provided, however, that in no event may any such identifying marks be used by a sponsor of the Host or Game or in connection with any sponsorship of the Host or Game, or for any purpose inconsistent with NCAA rules and regulations.

The Host acknowledges the Institution's exclusive ownership of the identifying marks, and any goodwill that arises from the use of the Institution's identifying marks by the Host or its sublicensees shall inure solely to the benefit of the Institution. The Host agrees that it will not attack the title or right of the Institution in and to the Institution's identifying marks. The

Institution reserves the right to exercise reasonable control over the use of its identifying marks, including, but not limited to, inspection of any goods or services bearing the Institution's identifying marks, the right to pre-approve any such use, and the right to prohibit the use of its identifying marks if the Institution in its sole discretion determines that such use is inappropriate, provided that no such approval shall be unreasonably withheld or untimely delayed. It is understood that revenue derived by the Host from the sale of merchandise featuring solely the identifying marks of Institution in connection with the Game shall be subject to the standard royalty for such use. It is the responsibility of a representative of the Host or its designated licensing entity to contact the Institution prior to using the Institution's identifying marks and to contact the Institution's designated licensing entity regarding use of such identifying marks if requested to do so by the Institution. The Institution shall use commercially reasonable efforts to cause its designated licensing entity to comply with the provisions of this Section 6.1; provided, however, that the Host acknowledges that the Institution may maintain an official licensor (e.g., IMG College Licensing), which licenses for production, all apparel, souvenirs, memorabilia and other merchandise utilizing its identifying marks, and as such, the Host agrees to work through the Institution's applicable licensor for any identifying marks it desires to use in accordance herewith.

6.2 Waiver of Licensing Fee by Host for Awards Purchased by the Institution.

Beginning on the date of this Agreement and ending upon completion of the playing of the Game, the Institution shall have the right and is granted a royalty-free license to use, on a non-exclusive basis, the identifying marks of the Host, including the Game logo (which includes the mark of the title sponsor), solely in connection with the Institution's preparation of a reasonable number of Game-related awards (if any) commemorating the Institution's participation in the Game for distribution as gifts only to members of the Institution's football team, football coaches and managers, and its official party. The Institution acknowledges the Host's exclusive ownership of the Host's identifying marks and any goodwill that arises from the Institution's use of such identifying marks under this Section 6.2 shall inure solely to the benefit of the Host. The Institution agrees that it will not attack the title or rights of the Host in and to the Host's identifying marks. The Institution shall not sublicense such licenses without the express written consent of the Host, which consent shall not be unreasonably withheld. The Host hereby waives its licensing fee for use of the Host's identifying marks only with respect to awards prepared under this Section 6.2. All awards provided by the Institution to such persons using the Host's identifying marks shall be distributed in accordance with the rules of the NCAA.

6.3 Sponsorship Rights. All advertising, whether by scoreboard, poster, placard, sign, program, handbills or audible transmission shall be managed and controlled by Host, including, but not limited to, all in-game and ribbon board inventory before, during and after the Game at the Superdome; provided that Host agrees to play one (1) thirty (30) second message, for each of the Institution and the Southeastern Conference ("SEC"), during the Game on the Superdome's scoreboard and public address systems. The duration and content of such messages shall be mutually agreed upon by Host and Institution prior to the Game. The Institution acknowledges and agrees that Host and its marketing partners have the exclusive right to sell sponsorships to the Game, including the right to sell hospitality packages. Host has the ability to contract exclusively with various sponsors as the official sponsor of such items related to the Game. The Institution acknowledges that all sponsorship conflicts shall be resolved in favor of the Host. No other sponsorships to the Game will be permitted, without Host's express written approval in advance. The Host shall further retain the right to sell, whether directly or through one or more licensing

agents, licensed apparel, traditional non-apparel merchandise (e.g., banners, pennants, mugs, towels, key chains, and other similar items), game programs and game patches, in each instance related to the Game, but in each instance subject to the provisions of Section 6.1.

6.4 Endzone Painting. One endzone of the field of the Superdome will be painted with Institution's normal game endzone stencil or team name. The opposite endzone of the field will be painted with the FSU's normal game endzone stencil or team name. Midfield will have the Game logo. Each twenty-five yard line will have one logo from the Game's title sponsor. Notwithstanding the foregoing, all field markings, including all uses of the Game logo, shall comply with NCAA rules. Any conflict between this Section 6.4 and any NCAA rule shall be resolved in favor of compliance with the NCAA rule.

ARTICLE VII

TRANSPORTATION, PARKING, AND OTHER SERVICES

7.1 Parking for the Institution. Host shall provide at least 50 car parking spaces and 20 bus parking spaces at the Superdome to be used by the Institution.

7.2 Police Escort. Host shall provide a police escort during transportation of the teams to the team hotels, Superdome, practices, and Functions.

ARTICLE VIII

PRACTICE FACILITIES

8.1 Practice Facilities. Host will furnish the Superdome for use by the team for practice, and one separate practice facility: Tulane University and the Saints practice facilities, not located at the Superdome. Host will also furnish a third, separate practice facility to be shared by the Institution's band and FSU's band. The Institution shall be responsible for all other costs and expenses related to the operation of such practices, including, without limitation, equipment, food, drinks, and the like.

ARTICLE IX

OFFICIAL FUNCTIONS; INFORMATION

9.1 Appearances by Institution's Personnel. The Institution shall use commercially reasonable efforts to make its head football coach, members of its coaching staff, and members of its football team available for appearances for news conferences, as reasonably requested by the Host. In particular, the Institution agrees to use commercially reasonable efforts to make available its head football coach for the press conferences prior to and after the Game, at times requested by Host.

9.2 Information about Institution. The Institution agrees to respond to all reasonable requests for information from the Host in any way related to the Game or other activities, including,

without limitation, team rosters, names of members of the Institution's official party and media guides.

ARTICLE X

SALE OF ALCOHOL

10.1 Sale of Alcohol. Alcoholic beverages will be available for sale in all areas of the Superdome; provided, however, that all alcohol sales will be cut off at the end of the third (3rd) quarter of the Game.

ARTICLE XI

INSURANCE

11.1 General Liability Insurance.

(a) Institution shall name Host as an additional insured with respect to any general liability insurance policy that Institution may maintain; provided that Institution may, but shall not be obligated to, procure insurance not otherwise in force.

(b) Host shall name Institution as an additional insured under its general liability policies; provided, however, that Host shall not be required to do so unless Institution can and does provide equal additional insured coverage to Host, as set forth in Section 11.1(a) above.

ARTICLE XII

DESIGNATION OF HOME AND VISITING TEAMS

12.1 Designation of Home and Visiting Teams. The Host is a neutral site and, as such, in all respects the Institution and FSU shall receive equal treatment in connection with the Game. Institution shall be designated as Home under this Agreement.

12.2 Team Usage. The Institution hereby grants to the Host the right to use the names, pictures, likenesses, voices, and biographical materials of the members of the Institution's football team, the Institution's football coaches and staff, the Institution's faculty, cheerleaders, band members and any other persons representing the Institution who are participating in or otherwise connected with or a part of the Game in accordance with the rules of the NCAA with respect to promotion of the Game and in its Game program and press materials, but solely to the extent the Institution has any such rights with respect to players, coaches, faculty, cheerleaders, band members, and such other persons; provided, however, that in no event may any such names, pictures, likenesses, voices, or biographical materials be used by a sponsor of the Host or Game or in connection with any sponsorship of the Host or Game.

ARTICLE XIII

GAME RULES AND OFFICIALS

13.1 Game Rules. The official playing rules of the NCAA, per its applicable regulations and bylaws, shall govern the conduct of the Game.

13.2 Game Officials. A neutral officiating crew shall be used in the Game, from a conference or other officiating organization that does not have a Participant participating in the Game.

13.3 Expenses of Game Officials. The fees due Game officials and expenses of such officials shall be paid by Host as provided in the NCAA Rules.

ARTICLE XIV

TELEVISION AND SIDELINE RIGHTS

14.1 Telecast of the Game. The Institution agrees that the Host shall not be responsible for the telecast of the Game or the content thereof, which shall be within the sole control and sole responsibility of the SEC. Host acknowledges that the telecasting and other media rights to Game have been sold to a telecaster by the SEC (the "**Telecaster**") and acknowledges the right of the SEC to sell such telecasting rights. The Institution warrants that there are no restrictions on the sale of the title sponsorship to the Game by Host and on Host referring to the title sponsor in the Game name and featuring the title sponsor's logo on the field during the Game. The Host will not grant access to the Superdome, without the Telecaster's prior written consent, to any other film or television crew for live broadcast from the Superdome during the period beginning forty-five (45) minutes before the scheduled time of kickoff and ending upon completion of the game. The Host shall have the option to permit other ENG, videotape or film crews, including those authorized to film or videotape the Game for display on an in-stadium video board or for use by the coaching staff of a Participant. No such ENG, videotape or film crews shall be allowed by Host to telecast the Game or provide any feed or other signal for a live broadcast of the Game. The Host shall advise such crews that no video or audio portions of the Game may be used by such ENG, videotape or filming entity or by any third-party or entity that has contracted with, or is affiliated with, such ENG, videotape, or filming entity for commercial purposes other than a coach's show broadcast after the Game and that is part of a regularly broadcast series of shows featuring the Institution's coach and regularly includes film highlights of the Institution's team's games during the regular season. With the exception of the aforementioned coach's shows, Host will advise film crews that no more than three (3) minutes of footage or other audio or video depictions of the Game may be used by any ENG, videotape or filming entity.

14.2 Sideline Rights and Site Advertising. The Institution acknowledges and agrees that Host and its marketing partners have the exclusive right to provide "sideline goods and services" to the Institution and FSU at the Game. "Sideline goods and services" include, but are not limited to, food and drinks, cups, coolers, squeeze bottles, other drink holders, towels and other similar paraphernalia, coaches' headsets, and any other product used on the sideline that gives visibility to any company or trade name, logo or identifiable colors, but not including the names

and logos of the participating Institutions, conferences and Host. Host will provide each team with cups, coolers, squeeze bottles and towels for team use. No other cups, coolers, squeeze bottles and towels, headsets, or other sideline services will be permitted in the bench area or on the sidelines without Host's express written approval in advance. The Host and Institution agree that, except for permanently-affixed signage, no billboards or displays for any product, service, or other commercial entity will be visible within the Telecaster's normal television camera range at the Game (including, without limitation, (i) names and logos appearing on the clothing, uniforms or headset of the players, coaches, officials or any other persons appearing within camera views, and (ii) equipment used on the sidelines such as cooling fans, *provided however*, that neither the inclusion of a sponsor's name or mark in a Game logo or Host logo nor any deals between an Institution and supplier that may include that supplier's customary patches on player's uniforms and coaches' clothing shall be a violation of this provision) during Telecaster's telecast thereof unless they have been submitted to Host for its approval in advance of the Game. The foregoing notwithstanding, the Institution shall be permitted to use any and all product and equipment on its sidelines that are normally used on its home field sidelines.

ARTICLE XV

APPROVALS

15.1 Authority. Institution represents to Host that it has the power to enter into this Agreement, that the consent of no other person or entity (governmental or otherwise) is required in connection therewith, and that this Agreement constitutes a valid and binding obligation of Institution, enforceable against Institution in accordance with the terms hereof and has been signed by a duly authorized officer or representative of Institution.

15.2 Conference Approval. Institution represents to Host that it has the power to secure the approval of both the SEC and the Atlantic Coast Conference ("ACC"), to permit LSU and FSU to appear for and participate in the Game, respectively.

15.3 No Unreasonable Delay. Any prior written requests for approvals required to be given hereunder shall not be unreasonably withheld or delayed.

ARTICLE XVI

OBLIGATION AND TERMINATION

16.1 Obligation of Institution. It shall be the sole and exclusive obligation of Institution to (i) cause FSU to enter into a participation agreement with the Host, in the form attached as Exhibit 2 hereto, which shall include all the rights and limitations of this Agreement as they apply to Institution, to apply to FSU, as well as an obligation for FSU to appear for and participate in the Game, and (ii) procure the approval of both the SEC and ACC, for the Institution and FSU to appear for and participate in the Game, respectively.

16.2 Termination Events.

(a) In the event FSU should fail to sign a participation agreement with the Host, in substantially the form attached as Exhibit 2 hereto, by February 28, 2020, Host, in its sole and

absolute discretion, shall have the option of (x) canceling the Game and terminating this Agreement without any liability to Institution (*e.g.*, Institution not being entitled to any portion of the Fee), (y) approving a substitute opponent to play Institution (subject to such opponent signing a participation agreement with the Host, in substantially the form attached as Exhibit 2 hereto), and/or (z) seeking such other remedies available at law and equity.

(b) Notwithstanding any other term of this Agreement, if either (i) Institution, (ii) FSU, or (iii) a substitute opponent approved by Host pursuant to Section 16.2(a), (x) fail to put the Allotted Tickets on sale by February 15, 2022, or (y) fail to appear for and participate in the Game, for any reason other than an event of Force Majeure (as defined below), Host shall have the absolute right to terminate this Agreement and in such event, no Participant shall be entitled to any portion of the Fee, and each Participant shall refund all funds paid for Allotted Tickets to the respective ticket buyers.

(c) In the event of a termination of this Agreement, pursuant to this Section 16, Host may seek the recoupment from Institution of any fees expended over the duration of this Agreement and/or seek such other remedies available at law and equity.

ARTICLE XVII

MISCELLANEOUS

17.1 NCAA Rules. To the extent that any provision of this Agreement is in conflict with the constitution, rules, regulations, and orders promulgated by the NCAA for the governance of Division I intercollegiate athletics, including but not limited to, those constitutions, rules, regulations, and orders promulgated specifically for the governance of Division I college football, such rules, regulations, and orders of the NCAA shall take precedence over the terms of this Agreement. If the constitution, rules, regulations, and orders of the NCAA shall change during the term of this Agreement in a manner that alters the economic provisions of this Agreement in any material respect, then the parties to this Agreement shall agree on appropriate adjustments in the Fee to be kept by Institution. The Institution warrants and represents that, to the best of its knowledge, this Agreement does not conflict with the constitution, rules, regulations, and orders promulgated by the NCAA as such constitution, rules, regulations, and orders existed at the time this Agreement was executed. If the constitution, rules, regulations or orders of the NCAA, or the understanding of the Institution of such, should change during the term of this Agreement in any material respect, then appropriate adjustments shall be made in accordance with Section 17.6 hereto.

17.2 Force Majeure. Neither the Host nor the Institution shall be held in default or liable for damages to the extent or for the period caused by any delay or failure to perform under this Participation Agreement due to causes beyond the party's reasonable control, including, but not limited to, acts of God, fire, flood, hurricane, national emergency, insurrection, riot, acts of war, terrorism, quarantine restrictions, embargoes, strikes, acts of government (including, but not limited to, any law, rule, order, regulation, or direction of the United States Government or of any other government, or of any department, agency, commission, bureau, court, or instrumentality thereof, or of any civil or military authority) (an event of "**Force Majeure**"). provided, however,

that the Host and the Institution shall use commercially reasonable efforts to carry out the purposes of this Participation Agreement notwithstanding the occurrence of an event of Force Majeure.

17.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana without regard to conflicts of law principles thereunder.

17.4 Assignment and Delegation; Binding Effect. This Participation Agreement may not be assigned or delegated in whole or in part by the Institution without the prior written consent of Host. Any attempted assignment or delegation in violation of this Section 17.4 shall be void. Subject to the foregoing, this Participation Agreement shall be binding upon and shall inure to the benefit of the Host and the Institution and their respective successors and assigns.

17.5 Waiver. Any waiver or consent by the Host or the Institution to any variation from any provision of this Participation Agreement shall be valid only in the specific instance in which it is given, and no such waiver or consent shall be construed as a waiver of any other provision of this Participation Agreement or with respect to any similar instance or circumstance. All waivers to be effective shall be in writing and signed by the parties hereto or their respective authorized representatives.

17.6 Amendment. This Participation Agreement may not be amended, altered, or modified except by an instrument in writing, duly executed by the Host and the Institution, as well as FSU, following FSU's execution of a participation agreement with Host in the form attached as Exhibit 2 hereto.

17.7 Governmental Action. The compliance of either party to this Agreement with any governmental action or decree or any order, rule, regulation or decree by which such party is bound, which limits, restricts, or affects the performance of any obligation under this Agreement, shall not constitute a breach of this Agreement.

17.8 Captions. The captions contained in this Participation Agreement are inserted for convenience of reference only and shall not in any way define or affect the meaning, construction, or scope of the provisions captioned.

17.9 Relationship. No agency, partnership, joint venture, or other representative or fiduciary relationship between the Host and the Institution is created by, or may be implied or inferred from, the execution of this Participation Agreement, the conduct of their joint activities as contemplated by this Participation Agreement, or the consummation of the transactions contemplated hereby. It is acknowledged and agreed that each of the Host and the Institution is acting as an independent contractor.

17.10 Additional Actions and Documents. Each of the parties to this Participation Agreement agrees to take or cause to be taken such further actions to execute, deliver, and file, or cause to be executed, delivered, and filed, such further documents and instruments, and to use its best efforts to obtain such consents or approvals as may be necessary or as may be reasonably requested in order to effectuate fully the purposes, provisions, and conditions of this Participation Agreement.

17.11 Execution. To facilitate execution, this Participation Agreement may be executed in counterparts; and it shall not be necessary that the signatures of each party appear on each counterpart; but it shall be sufficient that the signature of each party appears on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. It shall not be necessary in making proof of this Participation Agreement to produce or account for more than a number of counterparts containing the respective signatures of all of the parties to this Participation Agreement. Delivery of executed signature pages by facsimile transmission, or by e-mail of a PDF, shall constitute effective and binding execution and delivery.

17.12 Survival. The provisions of Sections 17.1 through 17.12 shall survive the performance of this Participation Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, each of the parties to this Participation Agreement has caused this Participation Agreement to be duly executed on its behalf by an authorized representative, as of the day and year first hereinabove written.

LOUISIANA STATE UNIVERSITY

By: Scott Woodward
Scott Woodward, Athletics Director

Signed By: Vernon S. Aubrey Jr.

SUGAR BOWL

By: Jeff Hundley
Jeff Hundley, Chief Executive Officer

By: Monique G. Morial
Monique G. Morial, President