

## **EVENT PARTICIPATION AGREEMENT**

**THIS EVENT PARTICIPATION AGREEMENT** is made and entered into on this 3<sup>rd</sup> day of June, 2026 (the "Effective Date") by and between **COMPLETE SPORTS MANAGEMENT, INC.**, a California corporation ("CSM") and **LOUISIANA STATE UNIVERSITY** (the "School").

**WHEREAS**, CSM will be facilitating a single-game men's college basketball special event in Spokane, Washington (the "Event");

**WHEREAS**, the School desires to cause its men's basketball team, coaches and staff (the "Team") to participate in the Event;

**WHEREAS**, the Team will play against the Gonzaga University men's basketball team (the "Opponent") in the Event; and

**WHEREAS**, CSM and the School desire to set forth herein the terms and conditions governing the School's participation in the Event.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CSM and the School hereby agree as follows:

1. **EVENT**. The Event is scheduled to take place in Spokane, Washington November 14th of 2026. The Event shall be an official, regulation basketball game conducted pursuant to NCAA playing rules for games of basketball (the "Game") between Gonzaga University and Louisiana State University. The eligibility of all players participating in the Event shall be determined by the rules and regulations of the NCAA and the respective institutions and athletic conferences. CSM shall have the right to designate the official title of the Event, including, without limitation, the incorporation of title and presenting sponsors as part of the name of the Event.
2. **EVENT VENUE**. The Event shall take place in the Spokane Veterans Memorial Arena located at 720 W Mallon Ave, Spokane, WA 99201. CSM shall be responsible for obtaining all rights, licenses, approvals and agreements and making all other necessary arrangements to secure the Venue for the Game.
3. **PARTICIPATION; MARKETING AND PROMOTION OF EVENT**. The School shall cause the Team to participate in the Event and perform all duties and obligations in connection with its participation as set forth in the is Agreement, including, without limitation those set forth in Exhibit "B", the terms of which are hereby expressly incorporated herein by reference. The School shall also assist CSM in the marketing, promotion and sales of the Event in accordance with terms set forth in Exhibit "B".
4. **CSM OBLIGATIONS**. CSM shall perform the obligations set forth in this Agreement and Exhibit "A" attached hereto, the terms of which are hereby expressly incorporated herein by reference.

5. **GAME OPERATIONS; OFFICIALS.** CSM shall be responsible for all operation and upfront production costs related to the playing of the Game. CSM shall be also responsible for assigning blended officials to the Event.
6. **LICENSE.** The School hereby grants to CSM and its licensees an exclusive, royalty-free, transferable and worldwide license to use the name, nicknames, images, logos, graphics and trademarks associated with the School and the Team (the "School Marks"), and to use and reproduce images of the School and the Team, in connection with (i) the marketing, promotion, or operation of the Event in any media now known or hereafter devised; (ii) merchandise or concessions sold in conjunction with the Event; and (iii) as contemplated by Section 7 below, the publication, broadcasting, rebroadcasting or other dissemination of the Event, inclusive of the Team's participation therein, in any media now known or hereafter devised. The School shall provide CSM with all School Marks within thirty (30) days following the Effective Date.
7. **BROADCAST AND OTHER EVENT-RELATED PROPERTY RIGHTS.** CSM shall own, and hereby expressly reserves, all publication, broadcasting, rebroadcasting and all other dissemination rights in any media now known or hereafter devised, including without limitation, television, radio, print, Internet, mobile technology and home audio and video products in all formats, now known or hereafter devised, as well as printed-program, concession, intellectual and all other property rights, to the Event. The School shall not grant any such rights or any similar rights to any third party, nor in any way participate in the exercise of any such rights or similar rights by any third party not previously authorized to do so by CSM in connection with the Event. The School hereby represents and warrants that neither the School nor the School's athletic conference is or will be bound by any agreement, or subject to any rules or regulations, which conflicts with, prevents or otherwise restricts in any manner CSM's ownership or use of any of the foregoing rights as contemplated herein.
8. **REPRESENTATIONS AND WARRANTIES.** Each of the parties hereto represents and warrants that it has the necessary power and authority to enter into this Agreement and perform its obligations hereunder. Each of the parties hereto further represents and warrant the execution and delivery by each party of this Agreement and the fulfillment of and compliance with the respective terms hereof by such party do not and shall not violate any laws, ordinances, rules, bylaws or regulations (including those of the NCAA and the School's athletics conference relating to participation in the Event and playing in a regular season game in a foreign country during the 2026-27 playing season) or violate, conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under (whether with or without the passage of time, the giving of notice or both), any other binding agreement to which the party is subject.
9. **TERMINATION BY CSM.** CSM shall have the right to terminate this Agreement immediately by providing written notice to the School in the event (i) CSM is unable to secure the Venue for the Event, (ii) the School fails to perform any of its obligations under this Agreement, including, but not limited to, those obligations set forth in Exhibit "B" hereto, and such failure continues for a period of ten (10) days following written notice or such shorter period of time as may be reasonable under the circumstances or (iii) any warranty or representation made by the School in this Agreement is breached, false or misleading in any material respect. Upon any such termination by CSM under subsection (i) above, CSM shall return the Contribution (as defined in Exhibit B, Section 2) to the School, less any amounts, as divided equally between the School and the Opponent, corresponding to non-refundable deposits or expenses CSM incurred prior to such termination. Upon any such termination by CSM under subsections (ii) or (iii) above, and in addition to any remedy available to CSM

under this Agreement, including, but not limited to, Section 17(g), the School shall promptly reimburse CSM for any expenses incurred by CSM in connection with the satisfaction of its obligations to the School under this Agreement, including, without limitation, those set forth in Exhibit "A".

10. **TERMINATION BY SCHOOL.** The School shall have the right to terminate this Agreement immediately by providing written notice to CSM in the event(i) CSM fails to perform any of its obligations under this Agreement and such failure continues for a period of ten (10) days following written notice, or (ii) any warranty or representation made by CSM in this Agreement is breached, false or misleading in any material respect. The School shall have the right to terminate this Agreement in the event the contracted Opponent no longer participates. However, CSM and The School will make every effort to confirm a mutually agreed upon replacement opponent prior to cancellation by the school.
11. **INDEMNIFICATION.** Only in the manner and to the extent provided by applicable law, each party (the "Indemnifying Party") hereby agrees to indemnify, defend and hold harmless the other party, and its directors, officers, employees, agents and representatives (collectively the "Indemnified Party"), from and against any loss, whether in the nature of a cost, damage, expense, payment, liability or obligation or otherwise, and related attorneys', accountants' and other professional advisors' fees and expenses (including those as to investigation, prosecution or defense of any claim or threatened claim), whether or not involving a third-party claim (collectively, "Losses"), arising from (i) any act or omission by such party, or any of its employees, agents, representatives and participants in connection with or related to any portion of the Event or this Agreement or (ii) from any breach by such party of any representation, warranty or obligation under this Agreement; except to the extent such Losses result from the negligence of the Indemnified Party. No Indemnifying Party shall settle any matter for which it has an obligation to indemnify the Indemnified Party without such Indemnified Party's prior written consent.
12. **LIMITATION OF LIABILITY** To the fullest extent permitted by law, CSM's aggregate liability to school for all claims, losses, damages, and expenses in any way arising from or related to this agreement shall not exceed the amount of contribution paid to CSM hereunder, and the school hereby waives any right to seek or collect damage in excess thereof under any legal theory, including without limitation, breach of contract, breach of express or implied limitation, breach of contract, breach of express or implied warranties, strict liability, negligence, negligent misrepresentation and/or otherwise. To the fullest extent permitted by law, and except as set forth in section 17(g) hereof, neither party shall be liable for, and each party hereby waives, any and all claims for special, consequential, collateral, incidental, punitive, exemplary, and/or indirect damages, including, but not limited to, lost profits or loss of use, loss of good will and interruption of business, whether by statute, in tort, contract, or otherwise, even if the parties have been advised of the possibility of such damages.
13. **CONFIDENTIALITY.** CSM and the School shall keep the terms and conditions of this Agreement confidential. If either party believes it is legally compelled to disclose any term or condition of this Agreement to a governmental entity or other person (including, as relates to the School, pursuant to any open records act or similar disclosure laws governing the School), the party, subject to the requirements of applicable law, shall notify the other party at the earliest possible opportunity so that the other party may take any action or seek any remedy available under applicable law to prevent or limit the release of such information. If the non-disclosing party is unable to prevent or limit the release of such information, the disclosing party, to the extent permissible under applicable law, shall only reveal that portion of this

Agreement that, as advised by its legal counsel, is legally required to be disclosed and the School will exercise its reasonable best efforts to obtain assurance that the information so revealed will be treated as confidential. Neither party shall issue any press release, announcement or otherwise publicize or disclose to any third party regarding the Event or the existence of this Agreement, without the prior written consent of the other party.

14. **FORCE MAJEURE.** Each of the parties hereto shall be released from their respective obligations under this Agreement if the Event, or any portion thereof, is prevented in whole or in substantial part by an act of God, riots, strikes, labor difficulties, epidemics, national emergency, war, prohibitive governmental regulation, casualty, accident, interruption or failure of means of transportation, or any other cause, whether similar or dissimilar, beyond the reasonable control of the parties or either of them. Except as otherwise agreed in writing by CSM and the School, CSM and the School shall also be released from their respective obligations under this Agreement if the Opponent is released from its obligations due to an event of force majeure pursuant to the terms of its agreement with CSM to participate in the Event.

15. **MISCELLANEOUS**

(a) **Entire Agreement.** Each party acknowledges that this Agreement contains the whole agreement between the parties and that it has not relied on any oral or written representation made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it.

(b) **Modifications.** Any amendment, change or modification of this Agreement shall be void unless in writing and signed by the parties hereto. The School agrees to execute any amendment, change or modification of this Agreement requested by CSM in order to cause the Event, or any portion thereof, to comply with NCAA rules and regulations, as such may be amended from time to time.

(c) **Notices.** Any notice required to be given by either party to the other shall be in writing and shall be served by sending the same by pre-paid first class post telex or facsimile transmission to any provide facsimile number or by delivering the same by hand to the registered office for the time being of the relevant party and any notice so served shall be deemed to have been served:

Address for CSM:  
8214 E Windsor Ave  
Scottsdale, AZ 85257

Address for the School:  
LSU Athletics Administration Building  
Baton Rouge, LA 70803

(i) if delivered by hand at the time of such delivery; (ii) if sent through the post on the Fifth day after the date of dispatch and in proving service it shall be sufficient to prove in the case of a letter that such letter was properly delivered or stamped addressed and placed in the post (as the case may be); and (iii) if sent by telex or facsimile transmission at the time of transmission and in proving service it shall be sufficient to prove that such telex or facsimile was duly dispatched to a current telex or facsimile number of the addressee for the said address for service.

(d) **Assignment.** The School shall not assign or subcontract any of its rights or duties under this Agreement without the prior written consent of CSM.

- (e) **No Waiver.** The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.
- (f) **Severability.** If any term or provision in this Agreement shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law, that term or provision or part shall to that extent be deemed not to form a part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected.
- (g) **Rights and Remedies.** If the Team withdraws from the Event or does not participate in the entire Event in all material respects and CSM terminates this Agreement under Section 12 as a result of such breach, the School shall promptly (i) reimburse CSM for any expenses incurred by CSM in connection with the satisfaction of its obligations to the School under Exhibit "A" and (ii) pay CSM as liquidated damages, and not as a penalty, the following amount as full liquidated damages for any consequential and other losses CSM would incur as a result thereof depending on the date that such breach occurs:

(1) Three Hundred Fifty Thousand Dollars and 00/100 U.S. Dollars (\$350,000.00) if the breach occurs after the date that is 180 days prior to the Game but on or before the date that is one hundred twenty (120) days prior to the Game;

(2) Three Hundred Seventy-Five Thousand Dollars and 00/100 U.S. Dollars (\$375,000.00) if the breach occurs after the date that is 120 days prior to the Game but on or before the date that is sixty (60) days prior to the Game; or

(3) Four Hundred Thousand Dollars and 00/100 U.S. Dollars (\$400,000.00) if the breach occurs after the date that is 60 days prior to the Game.

With respect to such losses addressed by item (ii) above, the parties acknowledge and agree that it is extremely difficult and impractical to ascertain the actual amount of such losses that CSM would incur in the event the Team withdraws or fails to participate in the entire Event, and that the foregoing amount is agreed to be a reasonable estimate of the losses CSM would incur in such events. With respect to any other breach of this Agreement by the School not contemplated by this Section 18(g), CSM's rights and remedies contained herein shall be cumulative and shall not be exclusive of any other rights or remedies which CSM may have at law or otherwise.

- (h) **Survival.** Any terms of this Agreement which by their nature survive the expiration or earlier termination of this Agreement, shall survive the expiration or earlier termination of this Agreement.
- (i) **Costs and Expenses.** Except as otherwise provided herein, each of the parties shall pay any costs and expenses incurred by it in connection with this Agreement.
- (j) **Headings.** Headings of the Sections of this Agreement are for convenience of the

parties only, and shall be given no substantive or interpretive effect.

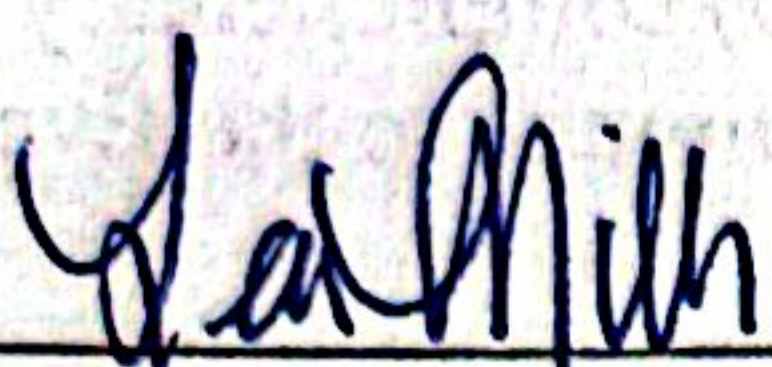
- (k) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. A party may deliver this Agreement by transmitting a facsimile copy of the signed signature page to the other party.

**[Signatures Begin and End on Following Page]**

**IN WITNESS WHEREOF**, the CSM and the School have executed this Agreement on the Effective Date.

**Complete Sports Management, Inc.**

**Louisiana State University**

  
\_\_\_\_\_

Name: Lea Miller-Tooley, CEO

Date: 6/3/2020

  
\_\_\_\_\_

Name: MATTHEW LeBORDE

Title: Sr. Associate AD/CFO

**Exhibit A**

**CSM OBLIGATIONS**

1. **Team Guarantee:** CSM shall provide The School with a guarantee of Thirty Thousand Dollars (\$30,000) for participation in the Event.
2. **Team Tickets:** CSM shall provide The School with Seventy-Five (75) complimentary tickets to the game. The School's cheerleaders and mascot will be admitted to the Event, in uniform, at no additional cost.

## **Exhibit B**

### **SCHOOL OBLIGATIONS**

1. **Game.** The School shall cause the Team to participate in the Game and all Event functions contemplated by this Agreement. The Team shall wear its regular-season uniforms and warm-ups during the Game. The School shall cause the Team's head coach and select players to participate in: (i) customary pre- and post-game interviews and press conferences as requested by CSM or any third party broadcasting the Game; (ii) customary promotional interviews requested by CSM or any third party broadcasting the Game; (iii) similar media events related to the Event and (iv) any other activities reasonably requested by CSM.
2. **School Contribution:** The School shall be responsible for all travel related expenses for The Event (flights, hotel accommodations, ground transportation, meals and any other similar travel-related expenses).
3. **Marketing, Promotion and Sales.** The School, at its sole cost and expense, shall assist CSM in the marketing, promotion and sales of the Event by:
  - (a) electronic mailing promotional materials about the Event provided by CSM to the School's alumni, basketball season-ticket holders and boosters through the School's direct mail and email databases;
  - (b) distributing promotional materials and ticket and travel information provided by CSM to its alumni and booster organizations;
  - (c) displaying information about the Event as well as ticket and travel information provided by CSM in the School's customary ticket outlets;
  - (d) displaying information about the Event as well as ticket and travel information provided by CSM on its official athletics website and through its official social media networks. The School, through its official athletics website and through its official social media networks, shall also assist CSM in connection with any Event-related sweepstakes, contests and similar promotions;
  - (e) any other means which CSM and the School shall mutually agree from time to time.
4. **Insurance.** Subject to any state risk management/self-insurance program(s) covering the School pursuant to applicable law, the School shall obtain and maintain Commercial General Liability Insurance, with a combined single limit of not less than \$2,000,000 for each occurrence and not less than \$2,000,000 in the aggregate. The School shall provide CSM with satisfactory certificates of insurance or self-insurance evidencing such coverage. Such coverage shall be valid in Washington shall be primary coverage in all instances and pay without contribution from any other coverage procured or maintained by CSM regardless of whether or not CSM has similar coverage, and, to the extent provided by applicable law, shall name CSM and its members, managers, officers, employees, agents and representatives as additional insureds. Such insurance policy shall not be materially changed or canceled without at least thirty (30) days written notice to CSM. Unless prohibited
5. by applicable law, the School shall, and shall require its insurers to, waive any right of recovery, under subrogation or otherwise, against CSM and its directors, officers, employees, agents and

