

**2018 MGM RESORTS SHOWCASE  
AGREEMENT WITH LSU MEN'S BASKETBALL**

This AGREEMENT (the "Agreement") is entered into as of this 9 day of April 2018 by and between bd Global, LLC, (hereinafter "bd Global"), and Louisiana State University, a public, not-for profit educational institution organized and operating under the laws of the State of Louisiana, with its principal place of business located in Baton Rouge, La. (hereinafter "Participant").

**Recitals**

1. bd Global is planning on promoting, staging and hosting a college basketball event sanctioned by the National Collegiate Athletic Association ("NCAA"), which is anticipated to be played at a time designated by bd Global on December 15, 2018 in Las Vegas, Nevada (the "Event"), and against St. Mary's College (the "Opponent"). bd Global has invited and desires to engage Participant to participate in the Event and one or more social functions, as defined below (the "Functions"), to be held in connection with the Event, in accordance with the terms and subject to the conditions set forth in this Agreement.

2. The Event will be staged at T-Mobile Arena, 3780 S Las Vegas Blvd, Las Vegas, Nevada 89109 (the "Facility").

3. Participant desires to accept such invitation and engagement in accordance with the terms and subject to the conditions set forth in this Agreement.

**Agreement**

In consideration of the recitals set forth above and the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. **Engagement.** bd Global agrees to promote, stage and hold the Event and hereby engages Participant to participate in the Event and in the Functions in accordance with the terms and subject to the conditions set forth in this Agreement. Participant hereby accepts such engagement and agrees to have its men's basketball team and team representatives available in Las Vegas, Nevada on the day preceding the date of the Event for purposes of participating in the Functions and the Event.

2. **Functions.** The "Functions" shall include, but not be limited to the following: (1) a press conference in Las Vegas prior to the event to promote the event and the launch of ticket sales at a mutually agreeable time and date; (2) a media teleconference involving the head coaches from each participating team to be conducted at a mutually agreeable time and date; (3) a reception/banquet on the eve of the Event at a site in Las Vegas to be determined by bd Global. In addition to the aforementioned media teleconference, the head coach from each participating team shall attend and participate in the reception/banquet with all reasonable travel and other expenses to be paid by bd Global.

The times and places of the Functions may be changed as needed at bd Global's discretion, and additional functions may be added at bd Global's discretion, with approval from Participant, not to be unreasonably withheld.

3. **Compliance with NCAA Guidelines.** The parties agree that in performance of this Agreement, the parties shall at all times comply with the applicable provisions of the Charter, By-Laws and Executive Regulations of the NCAA and the binding interpretations thereof (the "NCAA Guidelines"), as well as any applicable guidelines promulgated by the Participant's own conference/league.

4. **Obligations of Participant.** In addition to any other obligations set forth in this Agreement, Participant agrees to perform those obligations set forth below at its sole cost and expense. All obligations of Participant pursuant to this Agreement shall be in compliance with the NCAA Guidelines and all other applicable laws and regulations. Participant acknowledges and agrees that all expenses and costs of members of its basketball team, band, coaches, officials, directors, cheerleaders and other Participant employees, representatives or agents (collectively, the "Participant Representatives") shall be the sole responsibility of Participant, unless specifically set forth as being the responsibility of bd Global in this Agreement.

(a) **Informational Requirements: Ticket/Tour Marketing Assistance.** Participant agrees to respond to all reasonable requests for information from bd Global in any way related to the Event or the Functions, including, without limitation, team rosters, media guides and names of official members of Participant's party. In connection with bd Global's exclusive rights to market the Event and the Functions, Participant acknowledges and agrees that bd Global shall have the exclusive right to market tour packages, which shall include tickets to the Event, to be offered to season ticket holders of Participant. Participant agrees to promptly mail to its basketball season ticket holders all materials furnished by bd Global relating to the Event, at bd Global's sole cost and expense, so long as bd Global has given its prior written consent to such expenses prior to their incurrence.

(b) **Meals, Entertainment and Personal Expenses.** Except with respect to meals at the Functions, which bd Global shall provide at its sole cost and expense to the Participant's basketball team and team representatives as set forth in Section 6 herein, Participant shall be responsible for all meals, entertainment and personal expenses of its basketball team members and all other Participant Representatives, including, without limitation, laundry, clothing, sundry items, equipment repair, telephone expenses, taxes, expenses incidental to pre-Event activities and practices, and all other ancillary costs and expenses.

(c) **bd Global's Benefits.** Participant shall provide bd Global with those benefits set forth in Exhibit A. Notwithstanding the foregoing, nothing in this Agreement, however, shall restrict Participant from maintaining existing sponsorship relationships (i.e. permanent advertising signage) or promoting its upcoming events and attractions through public address announcements and matrix and video screens.

5. **Rights and Obligations of bd Global.** Except as may otherwise be set forth herein, bd Global shall have exclusive rights to oversee all aspects of the Event and the Functions, including exclusive rights as to marketing and promotions, isotonic beverages, signage, financial and event management, broadcasting, ticket operations, half-time activities

and media relations, subject to the right of Participant to approve the use of its Proprietary Interests, as provided below in Section 11. In addition to any other obligations set forth in this Agreement, bd Global agrees to perform those obligations set forth below. All obligations of bd Global pursuant to this Agreement shall be in compliance with the NCAA Guidelines and any other applicable laws and regulations.

(a) **Staging Activities.** bd Global shall be responsible, at its sole cost and expense, for those activities reasonably necessary to the promotion, organization, and staging of the Event and the Functions including, without limitation, Facility rental, ticket operations (printing, selling and collecting), ushers, reasonable security inside the Facility, half-time activities, media relations, advertising, solicitation of corporate sponsorships and overall financial management.

(b) **Informational Requirements.** bd Global shall be responsible for: (i) providing Participant with information related to the Event and the Functions including, without limitation, the Event checklist, team areas and dressing rooms, half-time activities and rules relating to the playing of the game; (ii) conducting any meetings with the participating universities as it deems appropriate, and (iii) responding to reasonable requests for information from Participant.

(c) **Practice Facilities.** bd Global shall provide, at its sole cost and expense, reasonable practice facilities for the use of the Participant basketball team for one day, during such times as the parties shall mutually agree to in good faith.

6. **Payments to Participant.**

(a) bd Global agrees to pay to Participant the amount of \$30,000 for participating in the Event and the Functions. The amount to be paid by bd Global shall be paid to Participant through the office of its Director of Intercollegiate Athletics not later than one hundred-twenty (120) days following the Event provided any outstanding ticket purchases have been satisfied by Participant with the Facility.

(b) bd Global agrees to provide to Participant for distribution to its basketball team and school officials 20 complimentary tickets to the Functions, in each case at locations to be determined by bd Global.

(c) bd Global will provide thirteen (13) complimentary hotel rooms, including upgraded accommodations for the head coach, for two (2) nights. In addition, Participant will be provided an additional fourteen (14) rooms, including a second upgraded accommodation for the athletics director, at a preferred rate, all costs and expenses to be the sole responsibility of the Participant. As a condition of participating in this Event, Participant shall be required to reside at the MGM Grand Hotel during its stay for the Event, or at a MGM-owned resort property as designated solely by bd Global. All additional expenses for all rooms on the Participant's team block, including incidentals, food and beverage, additional room requests, parking, etc., will be at Participant's sole cost and expense.

(d) bd Global will provide 50 complimentary game tickets to Participant in a location as determined by bd Global.

7. **Consignment Tickets.** bd Global shall provide Participant game tickets at Participant's request for sale on consignment by the Athletics Ticket Office. All tickets to be sold by Participant will be assigned by bd Global per availability at the time of the request. Notice of all unsold tickets by Participant to be returned must be made in writing to bd Global no later than Dec. 5, 2018, with all unsold tickets being returned directly to the Facility Ticket Office by Dec. 8, 2018. No refunds will be granted if bd Global is not notified in writing by Dec. 5, 2018 of any unsold tickets that are being returned or if tickets are not returned to the Facility no later than Dec. 8, 2018. Invoicing for tickets sold on consignment will be sent to Participant following the Event with payment due to the Facility within thirty (30) days of invoice receipt.

8. **Insurance.**

(a) bd Global shall have in place comprehensive general liability insurance with combined single limits of \$1 million per occurrence for bodily injury and property damage.

(b) Participant shall obtain, at its own expense, and cause to be maintained through the date of the Event, the following minimum insurance coverage: (i) basic accidental-medical insurance for Participant's players, coaches and managers in the amount of \$25,000 per injury; (ii) catastrophic-injury medical insurance for Participant's players, coaches and managers that provides lifetime medical, rehabilitation and disability benefits in excess of the basic coverage, equal to the NCAA-sponsored program or an alternate program sponsored by the NCAA Special Events Committee; and (iii) comprehensive general liability insurance with combined single limits of \$1 million per occurrence for Bodily Injury and Property Damage; (iv) comprehensive automobile liability insurance coverage (covering owned and non-owned vehicles with a combined coverage for both Bodily Injury and Property Damage Liability in the amount of \$1,000,000.00 per occurrence). This insurance shall be primary to any insurance carried by bd Global.

9. **Game Conditions.** The Event will be played in accordance with the current NCAA rules. Officials assignments for the Event will be made by the assigning secretary from a neutral conference. In addition, the official game ball will meet NCAA requirements and will be chosen at the sole discretion of bd Global.

10. **Conduct of Event.** Participant assumes full responsibility for the conduct of the Participant's traveling party and for any damage done to any part of the premises at either the designated hotel and Facility during the time of the Participant's stay, whether caused by the Participants, its agents, employees, student-athletes, contractors or other attendees. Participant also agrees that Participant's traveling party members will not create any disturbance to other hotel guests, including noise, smoke, incense, candles or any activity that generates smells. The designated hotel reserves the right to take any action toward participant it deems necessary if these provisions are not met.

11. **Participant Proprietary Interests.**

(a) Participant hereby authorizes, and grants a limited license to bd Global to use its name, trade name, nickname, trademark, logo, likenesses of its team "mascot" and photo/video likenesses of players and coaches to promote the Event and the Functions. Participant also hereby authorizes, and grants a limited license to bd Global to include its name, trade name,

nickname, trademark, logo, likenesses of its team "mascot," and photo/video likenesses of players and coaches (collectively, the "Proprietary Interests") in bd Global's merchandising program, including, any programs, advertisements, novelty items and products of bd Global or any of its Event sponsors, waiving any rights to licensing fees or royalties due from a licensee in favor of bd Global or any of its assignees, provided such are used in conjunction with the Event and provided further that the license granted hereunder specifically precludes the use of team logos in connection with advertising for alcoholic beverages, tobacco products and sports organizations or organizations promoting gambling and such license shall not extend to any activity which is not related to the Event and the Functions. Participant represents and warrants that it has full right, title and interest to such Proprietary Interests.

(b) **Radio:** Notwithstanding bd Global's exclusive rights with respect to the broadcast of the game in which Participant participates, bd Global shall provide to Participant a radio outlet location for the broadcast of the game by Participant's regular season radio broadcasting station. bd Global permits said broadcast to be streamed live on the Internet but limits the opportunity to only the originating station's site (if all regular season games are carried live on that website), the Participant's official athletics web page and on any satellite radio provider with which Participant has a broadcast contract at the time of the Event. Participant shall be responsible for any costs associated with the broadcast including telephone line installation and usage and access at the Facility.

(c) **Television:** bd Global acknowledges and agrees that all rights to telecast or distribute (live or delayed, whole or condensed (including highlights), throughout the universe, in any and all markets, in any and all languages and via any and all forms of media and methods of distribution and distribution technology) the Participant's basketball games played by Participant pursuant to this Agreement have been assigned by Participant to the Southeastern Conference ("SEC"). Notwithstanding the foregoing, bd Global shall retain the right and shall have the exclusive right to retain all revenues derived from all in-camera view signage with respect to the games played pursuant to this Agreement.

12. **Indemnification.** Participant, to the extent authorized by the Constitution and its local state laws, shall indemnify and hold bd Global, its affiliates, subsidiaries, parent entities, officers, directors, agents and employees harmless from any liability or loss resulting from judgments or claims against it, resulting from the negligent acts or omissions of, or breach of this Agreement by Participant, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement; provided, however, that Participant shall not hold bd Global harmless from claims arising out of the gross negligence, intentional acts or willful malfeasance of bd Global, its officers, agents, or employees, or from any acts or omissions of any person or entity not subject to Participant's supervision or control.

bd Global shall indemnify and hold Participant, its Regents, officers, agents and employees harmless from any liability or loss resulting from judgments or claims against it, to the extent permitted by local state law, resulting from the negligent acts or omissions of, or breach of this Agreement by, bd Global, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement; provided, however, that bd Global shall not hold Participant harmless from claims arising out of the, gross negligence, intentional acts or willful malfeasance of Participant, its Regents, officers, agents, or employees, or for from any acts or omissions of any person or entity not subject to bd Global's supervision or control.

13. **Limitation of Liability.** Except to the extent arising out of each of the parties' indemnification obligations hereunder, neither party shall be entitled to special, consequential or incidental damages, including, without limitation, lost profits, as a result of the other party's breach of this Agreement or otherwise in connection with this Agreement.

14. **Force Majeure.** In the event that performance of the Event is prevented because of an act of God or other force majeure event, including, but not limited to, accident, fire, explosion, hurricane, flood, blackout, strike, riot or civil commotion, war, order or action of the NCAA or any court or governmental authority, then this Agreement shall terminate and the parties shall be relieved of all obligations and liability to the other; provided that the parties shall continue to be bound by such provisions of the Agreement as by their nature survive such events. If participation of any basketball teams representing the participating universities is prevented by any of the events described above, the affected university shall promptly notify bd Global by telecopy, describing in reasonable detail such event. bd Global shall have the option of canceling the Event or naming a substitute opponent, in its sole discretion.

15. **Miscellaneous.**

(a) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes any and all prior discussions, agreements and understandings, whether oral or written.

(b) **Modification.** This Agreement may be modified or amended only by a written instrument properly executed by the parties.

(c) **Severability.** If any one or more of the provisions of this Agreement shall be held invalid, void or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect, and the invalid, void or unenforceable provision shall be interpreted as closely as possible to the manner in which it was written.

(d) **Assignment.** This Agreement is personal to Participant and it may not assign or delegate any of its rights or obligations hereunder. bd Global shall have the right, upon receipt of written approval by Participant, to assign any of its rights or obligations hereunder.

(e) **Governing Law.** This Agreement and the performance of the parties under this Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Kentucky without reference to the conflicts of laws principles thereunder.

(f) **Notice.** Any notice required or permitted to be given under this Agreement shall be effective upon delivery in person or mailing by certified mail, return receipt requested, to the address below:

To Participant:

LSU Athletics  
c/o Joe Alleva  
LSU Athletics Administration Bldg.  
Baton Rouge, LA 70803  
Phone No.: 225-578-8001

To bd Global:

bd Global, LLC  
c/o Brooks Downing  
P.O. Box 54581  
2041 Creative Drive, STE 54581 (overnight)  
Lexington, KY 40555  
Phone No.: 859-951-6141  
bd@bdglobalsports.com

or to such other address as the parties shall direct by notice to the other parties.

(g) **Waiver**. Any failure to insist upon compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver or such term, covenant or condition, nor shall any waiver or relinquishment of any right hereunder at any one or more times be deemed a waiver or relinquishment of such right at any other time or a continuing waiver. All waivers shall be in writing to be effective.

(h) **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The parties agree that faxed and/or PDF copies of the executed signature page shall be binding to make this Agreement effective. The parties agree to exchange original signature pages thereafter.

(i) **Section Headings**. Section and other captions contained in this Agreement are for references purposes only and are in no way intended to describe, interpret, define or limit the scope or intent of any part of the Agreement.

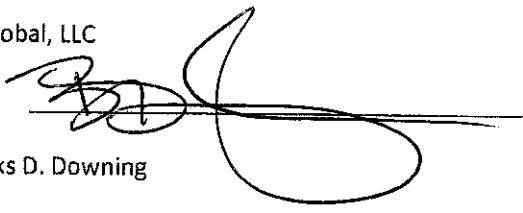
(j) **Authorized Representative**. The persons executing this Agreement on behalf of the contracting parties do so as officers of such organizations and shall incur no personal liability whatsoever by reason of their execution of this Agreement. Each of the parties represents and warrants that this Agreement has been duly and validly executed and delivered and represents the valid and binding obligation of Participant or bd Global, as the case may be, enforceable in accordance with its terms.

(k) **Term**. The term of this Agreement shall be in effect from the date first written above through the completion of the Event and the Functions.

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IN WITNESS WHEREOF, the parties have each executed and delivered this Agreement as of the date written above.

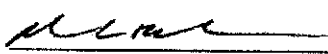
bd Global, LLC

By: 

Brooks D. Downing

President

Louisiana State University

By: 

Name: MATTHEW LABORDE

Title: ASSISTANT AD - BUSINESS & FINANCE

**EXHIBIT A**

**MAY BE MODIFIED AS THE PARTIES SHALL MUTUALLY AGREE IN WRITING**

- Promote Event, at no cost to bd Global, in Participant's digital marketing media, including, website, schedule materials, multimedia and in-stadium/in-arena video boards and LED board advertisements. The size, location and frequency of the promotions will be at the sole discretion of Participant;
- bd Global shall have exclusive right to market tour packages to the Event, which shall include tickets to the Event and all Functions, to be offered to alumni, season ticket holders, University faculty & staff and students of Participant.