



CONTRACT

This Contract, effective as of the last date of signature below, is entered into by and between Louisiana State University, (hereinafter "LSU"), on behalf of its Department of Intercollegiate Athletics, and Russ Potts Productions, Inc. (hereinafter "RPPI"), who shall at times in this agreement be jointly referred to as "the Parties."

WHEREAS, RPPI has obtained the agreement of the LSU Men's Basketball Team to participate in an NCAA men's basketball game vs. Louisiana Tech University ("LA Tech") Men's Basketball team at the arena known as the Century Link Center managed by ASM Global (the "Arena"), located at 2000 CenturyLink Center Drive, Bossier City, LA 71112 (the "Event"). Within this agreement LA Tech and LSU may be collectively referred to as the "Teams"; and

WHEREAS, the Event shall take place on Tuesday, November 24, 2020 at a time to be determined upon mutual agreement of RPPI and the parties, hereto.

NOW, THEREFORE, in consideration of the forgoing and the mutual promises, covenants and agreements herein contained, the Parties, intending to be legally bound, hereby agree as follows:

1. LSU shall be designated as the visiting team and LA Tech shall be designated as the home team for this Event. LSU shall retain rights and responsibilities as our customary for the visiting team in an NCAA Men's Basketball game. Officials shall be mutually assigned by and between the assignors from Conference USA and the Southeastern Conference.
2. LSU shall receive a minimum guarantee of twenty-five thousand dollars (\$25,000) for their participation in this event, plus a payment based on the ticket sales incentive outlined in Exhibit A. LSU shall have the potential to receive a payment of sixty-five thousand dollars (\$65,000) for their participation in the Event. Financial settlement for the Event shall take no more than sixty (60) days following the conclusion of the Event.
3. LSU will be provided lodging the night before the Event, on Monday, November 23, 2020, to include sixteen (16) room nights, inclusive of one (1) suite for the Head Coach at a mutually agreeable hotel near the arena.
4. LSU team and coaching staff shall be provided with dinner the night before the game on Monday, November 23rd. This dinner shall be part of a welcome reception organized by the Shreveport/Bossier Sports Commission in conjunction with RPPI. Additionally, LSU team and coaching staff shall receive breakfast on the day of the game and either a pre-game or postgame meal dependent on game time. RPPI shall work with LSU regarding

the time for the dinner reception. It is understood that LSU's team may be unable to attend due to class and travel schedules, RPPI and LSU, in conjunction with the Sports Commission, shall work together to find mutually agreeable solution.

5. Ticket pricing for the Event shall be determined by RPPI. LSU shall receive up to one hundred and twenty-five (125) complimentary tickets to the Event for which locations shall be mutually identified by and between RPPI and LSU, with at least fifty (50) of the tickets located behind LSU's team bench. LSU agrees to provide a ticket sales commitment of two-thousand (2000) sold tickets for the Event. These tickets shall be sold either directly from LSU's box office or via a mutually agreeable promotional code setup for online purchasing via Century Link Center's exclusive ticketing agent, Ticketmaster. If LSU does not sell this committed allotment, the value of unsold tickets shall be deducted from the financial guarantee paid to LSU at settlement. Locations of LSU's allotment shall be mutually agreed upon by the parties.
6. RPPI, per agreement with the Century Link Center managed by ASM Global, shall be responsible for operating the arena as is customary to host a Division I Men's College Basketball Event including, but not be limited to provision of security, box office, ushers, cleaning crew, and locker room attendants.
7. LSU shall be permitted to use the arena for a minimum period of one hour on the day prior to the Event for a shoot-around or practice.
8. RPPI will utilize the Century Link Center box office for printing and distribution of tickets and shall set all ticket pricing and oversee distribution of tickets as it relates to on sale dates, tickets utilized for promotional purposes, and all other ticket related items. LSU's ticket office staff will work directly with RPPI and Century Link Center box office staff on items and questions related to ticketing. LSU shall provide a member of their ticket staff to oversee team will call for the Event.
9. RPPI shall reserve the right to procure a title or name sponsor and all sponsorships for the Event and retain revenue from sponsorships, if applicable. RPPI and Century Link Center shall have the right to sell merchandise at the Event and retain revenue therefrom.
10. LSU shall use best efforts to market and promote the Event to the Team's students, alumni, faculty and staff, supporters, and donors via email lists, mailers, campus advertising, digital media and other sources as mutually determined. LSU agrees to provide RPPI with use of approved marks and logos for Event marketing purposes. It is understood that LSU has exclusive sponsorship commitments with partners known as "Team LSU" sponsors. LSU shall not be required to post logos/marks of any sponsors in direct conflict with Team LSU sponsors on school controlled digital media.

11. EVENT TERMINATION

- a. If the Event is cancelled by LSU by issuance of written notice of cancellation for reason other than a force majeure event (which is described below), LSU shall pay an Event Termination Fee of one-hundred thousand dollars (\$100,000) within thirty (30) days of the date of receipt of notice of cancellation.
- b. The canceling party shall be responsible for the refund of the price of any tickets sold to the Event. All parties understand that canceling the Event could result in significant loss of revenue and the possibility of additional damages and therefore shall be responsible for additional damages that may arise from their cancellation.

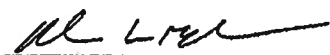
12. FORCE MAJEURE

- a. If, through no fault of RPPI, Century Link Center, LA Tech or LSU, the arena or any other part thereof is damaged, destroyed or rendered unusable by fire or other casualty or unforeseen occurrence to the extent that it is unsafe or impossible to hold the Event or if for any other reason beyond RPPI's, Arena's or Team's, reasonable control, a public emergency including severe weather, war, act of terrorism, rendering performance of this Contract impossible, this Contract shall terminate with respect to the Event, without liability of any party to the other parties except to the extent the agreement stipulates otherwise.
- b. In any such event, the parties shall in good faith discuss and attempt to agree upon a re-scheduling of the Event, and neither party to this Contract shall be obligated to pay the other party any sum as noted in the agreement.

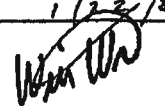
IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Contract effective on the day and date first set forth above.

LOUISIANA STATE UNIVERSITY

RUSS POTTS PRODUCTIONS, INC

 ASSOCIATE AD



Date: 1/22/20


Date: 1/27/20

EXHIBIT A

The parties agree to the following ticket sales incentive structure for any ticket that is sold to this Event at or above fifty percent (50%) of the ticket's face value price.

- If 5,000 or more tickets are sold for this Event, LSU shall receive a ten thousand-dollar (\$10,000) ticket incentive payment in addition to the minimum guarantee identified in item 2 of this agreement for a total payout from RPPI to LSU of thirty-five thousand dollars (\$35,000).
- If 7,500 or more tickets are sold for this Event, LSU shall receive a twenty thousand-dollar (\$20,000) ticket incentive payment in addition to the minimum guarantee identified in item 2 of this agreement for a total payout from RPPI to LSU of forty-five thousand dollars (\$45,000).
- If 10,000 or more tickets are sold for this Event, LSU shall receive a thirty thousand-dollar (\$30,000) ticket incentive payment in addition to the minimum guarantee identified in item 2 of this agreement for a total payout from RPPI to LSU of fifty-five thousand dollars (\$55,000).
- If 12,500 or more tickets are sold for this Event, LSU shall receive a forty thousand-dollar (\$40,000) ticket incentive payment in addition to the minimum guarantee identified in item 2 of this agreement for a total payout from RPPI to LSU of sixty-five thousand dollars (\$65,000).