

## **AGREEMENT**

This Agreement is made and entered into as of December 7, 2017 by and between THE GAZELLE GROUP, INC., 475 Wall Street, Princeton, New Jersey, 08540 ("Gazelle"), and LOUISIANA STATE UNIVERSITY, Department of Athletics, Administration Building, Nicholson Drive @ North Stadium Drive, Baton Rouge, Louisiana, 70803 ("Participant") to establish the terms and conditions for the participation of Participant in a Division I men's college basketball Event as defined herein.

In consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **1. EVENT**

(a) Participant shall play four games.

(b) The Event shall be qualified in compliance with the NCAA Bylaws. As described herein, the Event shall consist of college basketball Games featuring men's college basketball Teams as participants (including Participant) playing Games and shall include various promotional activities associated with the Event.

(c) Gazelle shall have the sole authority to determine the location of all Event Sites where Participant shall play its Games, all dates and starting times for all Games, the name of the Event, and all Teams and opponents for Participant in the Games. If any portion of the Event is postponed for any reason, then Gazelle and Participant shall agree to reschedule such portion of the Event on the next available date or dates as necessary to complete the Event. It is further agreed by the parties that should the event be rescheduled, the rescheduled date shall take place within the same season of the original season of the Event as set forth herein.

(d) The Event shall include three games (the "Host Rounds") on three dates between (and including) December 8 and 22, 2020 (or other mutually agreed upon dates). Teams shall be divided into a Host Pool (two teams) and a Travel Pool. Participant shall be a Host and shall be included in the Host Pool. Participant shall play three home games against three different teams in the Travel Pool on the dates noted above.

(e) The two Host Pool teams shall advance to New York City and Participant shall play one additional Game in the "Showcase Game" in Madison Square Garden (or other mutually agreed upon location) on December 19, 2020 (or other mutually agreed upon date).

### **2. TEAMS.**

Each of the participating Teams shall be men's college basketball Teams. Gazelle shall have the sole authority to determine and select all Teams to participate in the Event. Appearance Fees, Transportation, Accommodations and Meals for Travel Pool Teams shall be the responsibility of Gazelle.

### **3. SITE HOSTING, GAME OPERATIONS AND STAFFING.**

(a) Participant shall host one of the two Sites for the Host Rounds at Participant's customary building for home games (the "Arena" or "Host Site"). As a "Host Site", during the three games played at its Host Site, Participant shall be responsible, at its sole cost and expense, for all staging elements and details normally undertaken for collegiate basketball contests including, but not limited to, the following:

- (1) Provide Game officials.
- (2) Provide playing conditions (including, but not limited to, the playing surface, power, lighting, heating, scoreboard, game clock, shot clock, video boards, official scorekeeper, ball boys/ball girls, public address system and announcer, statisticians, media support, and other services mutually agreed upon).
- (3) Provide courtside replay equipment, videotape or television monitoring for all games played at Host's venue. This equipment must be located on a designated courtside table (i.e., within approximately 3 to 12 feet of the playing court), in order to be used by game officials.
- (4) Provide for the installation of all Event signage and court decals.
- (5) Provide adequate locker room facilities for the competing teams and game officials.
- (6) Provide for adequate crowd control and safety including guest and event services, ushers, security, medical staff, police and fire protection pursuant to all local and state statutes and ordinances.
- (7) Provide the Participant box office and will call services for selling and printing of all tickets (including any third party ticket companies and credit card processing).
- (8) Provide use of lobbies, vestibules, hallways and other public areas and rooms and facilities appropriate for use on game days.
- (9) Provide all required clean up.
- (10) Provide the set up and staffing of the press box, press room, interview area, and stat reproduction area.
- (11) Provide the set up and catering for the press room and media room (lunch or dinner), locker rooms and benches (drink, cups, coolers, water, snacks, fruit, towels, shampoo, soap, etc.)
- (12) Provide all necessary staffing required to implement these services for staging of Event.
- (13) Provide Gazelle an on-site room (or office) and internet access.
- (14) Any rental charges and facility fees for use of its home playing court whether the same be on campus or off campus shall be considered a detail normally undertaken for collegiate basketball contests and no such rental charges or facility fees shall be applied to Gazelle.

#### **4. PROMOTION AND ADVERTISING.**

(a) Participant, as a host institution ("Host"), shall include the offer to buy tickets to the Event, including the Showcase Game, (and promotion and advertising of the Event) in all of its ticket solicitations, promotion and advertising materials as well as any ticket distribution and marketing channels used for men's basketball and other appropriate Host sports and events.

(b) Gazelle shall have the right to market and promote Participant as a participant in the Event in its exploitation of the Event.

(c) Participant shall market tickets to the Showcase Game of the Event to Participant's customary ticket databases used for such purposes. Gazelle shall provide Participant with information to use for such marketing purposes.

**5. TICKET PACKAGING AND PRICING.**

(a) Gazelle and Participant mutually agree that tickets to all Games played during the Host Rounds of the Event at Participant's Host Site shall be included and sold in any and all Participant season ticket subscription packages (for full or partial season subscriptions) for Participant season ticket holders and multi-game ticket packages, consistent with Participant's customary practices.

(b) Ticket Receipts shall include all ticket revenues related to the games played during the Host Rounds of the Event at Participant's Host Site as noted in Section 5(a). Ticket Receipts, as described herein and during the Host Rounds of the Event at Participant's Host Site, shall be included in the calculation of Participant's Host Fee and Financial Guarantee as described in Section 9 of this Agreement.

(c) The parties agree that Gazelle may allocate a mutually agreed upon number of tickets during the Host Rounds of the Event for teams, sponsors, publicity, and advertising on a complimentary basis and that Gazelle shall provide Participant with forty (40) complimentary tickets to the Game that Participant plays during the Showcase Game.

**6. RIGHTS AND REVENUES.**

Except as expressly provided in this Agreement, Gazelle shall retain all Event related commercial and non-commercial rights including, but not limited to, ticketing, sponsorship, signage, promotional, marketing, television, radio, print, internet, programs, other media, and advertising. These rights are the sole property of Gazelle and Gazelle shall have the sole right to all revenues arising from such rights.

**7. SPONSORSHIP AND SIGNAGE RIGHTS.**

(a) Except as otherwise provided herein, only Gazelle may license sponsorship rights and signage display rights specifically related to, and at, the Event. In this regard, it is understood that Gazelle shall have the sole and exclusive right to display sponsors identification and advertising in the following mediums and locations: decals on the playing floor; scorer's table; press table; press backdrop; basket supports; cups; coolers; towels; chairbacks; areas immediately adjacent to the playing floor; public address announcements; matrix, video screens, and programmable LED (or other electronic) signage systems; the Arena entrances and lobby areas (including product and vehicle displays); Event hospitality area; Event programs and Event related materials; promotion and advertising materials; and any other appropriate mediums related to and during the Event at the playing venue.

(b) During the Host Rounds of the Event at Participant's Host Site, Participant shall be required to place signage at the direction of Gazelle for Event sponsors and advertisers in the areas mentioned above, including the placement of courtside signage.

(c) Notwithstanding anything contained herein, the following shall apply to the Games played during the Host Rounds of the Event at Participant's Host site;

(i) Participant shall be able to maintain its existing permanent and digital sponsor and advertising signage.

(ii) Participant shall have the right to promote its upcoming Events and attractions through public address announcements and matrix and video screens.

(iii) Participant shall have the right to display its current season-long sponsors on its electronic scoreboard displays (both courtside message centers and video board) provided Gazelle can fulfill its contractual obligations regarding time on such displays to Gazelle's Event sponsors. Gazelle must submit their time request to Participant for approval, which shall not be unreasonably withheld.

**8. BROADCAST RIGHTS.**

(a) All television, radio, film, internet, electronic, and other broadcast rights to the Event, if any, are the property of Gazelle. Except as provided in Section 8(b) below, Participant shall have no right to any payments for the exploitation of these rights.

(b) Gazelle shall provide space at the Event to Participant for the radio broadcast of the Event to Participant's home geographic area. Participant is entitled to retain any revenue generated by such radio broadcast.

(c) Notwithstanding anything herein to the contrary, any television, radio, film, internet, electronic or other broadcast rights to or interests in, any game in which Participant is involved for the Host Rounds of the Event at Participant's customary building for home games shall be subject to the terms of the Southeastern Conference media rights agreements.

**9. PARTICIPANT'S HOST FEE.**

During the Host Rounds of the Event at Participant's Host Site, Participant shall pay to Gazelle a Financial Guarantee of \$255,000 (as described in Section 5 herein) and Participant shall pay any amount necessary to meet this guarantee of \$255,000. These monies shall be paid in accordance with Section 11.

**10. SHOWCASE GAME.**

During the Showcase Game of the Event, the following items shall be applied to Participant.

(a) Gazelle shall be responsible, at its sole cost and expense, for all staging elements and production details normally undertaken for collegiate basketball contests.

(b) Participant shall be responsible for the cost of its own accommodations, transportation and meals.

(c) Participant shall be required to utilize the ground transportation bus services of a company designated by Gazelle, at the prevailing market rate, to be paid by Participant. If Participant does not use such company designated by Gazelle, Gazelle shall add the amount of any ground transportation bus services reserved for Participant with Gazelle's designee, to any amount due from Participant.

(d) Participant shall be required to utilize hotel accommodations at a hotel designated by Gazelle, at the prevailing market rate, to be paid by Participant. If Participant does not stay at the hotel designated by Gazelle, Gazelle shall add the cost of any hotel rooms reserved for Participant with Gazelle's designee, to any amount due from Participant.

**11. PAYMENTS.**

Gazelle and Participant shall pay to each other, all amounts due and payable under this Agreement, including, but not limited to, ticket receipts, fees, and merchandising monies, no later than three (3) business days after the conclusion of the Event. Participant shall be responsible for the collection and payment of all taxes related to ticket sales and merchandise sales.

**12. SHOWCASE GAME - OFFICIALS.**

Game officials for the Showcase Game shall be assigned by Gazelle through a coordinator of officials recognized by the NCAA. Gazelle's coordinator shall communicate with Participant's conference coordinator of officials to ensure the neutrality of the Showcase Game Officials. The cost of these officials shall be the responsibility of Gazelle.

**13. CONCESSIONS, MERCHANDISE AND FREE SAMPLES.**

(a) During the Host Rounds of the Event at Participant's host Site, Participant shall have the right to operate and receive all income from concessions to food, beverage and vending machine operation for the Event.

(b) During the Host Rounds of the Event at Participant's host Site, Event sponsors may distribute free samples of foodstuffs or beverages and display products and/or samples at the Arena during the Event, subject to the approval of Participant, which shall not be unreasonably withheld.

**14. CHEERLEADERS, MASCOTS, PEP BAND.**

The cheerleaders, mascots, and pep band of Participant shall be admitted free of charge when in uniform provided, however, that no later than 7 days prior to the Showcase Game, Participant shall notify Gazelle of the number of cheerleaders, mascots, and pep band members that will be attending the Event. Participant shall notify Gazelle upon its decision not to send a pep band and thereafter shall send Gazelle fifty of Participant's tee shirts and Participant's pep band music for Gazelle to provide to a local pep band to represent Participant during the Showcase Game.

**15. EVENT REPRESENTATIVE.**

Gazelle shall provide an Event representative to coordinate with Participant on all arrangements related to its participation in the Event.

**16. LIABILITY**

Neither party to this Agreement shall be responsible for personal injury or property damage or other loss except that resulting from its own negligence and/or willful misconduct or the negligence and/or the willful misconduct of those acting within its control, and each shall indemnify and hold the other harmless from any and all liability to third persons for such negligence and/or willful misconduct of such persons.

**17. REPRESENTATIONS AND WARRANTIES.**

Gazelle and Participant represent and warrant that they are free to enter into and perform this Agreement and the rights granted by each party will not infringe upon or violate the rights of any third party.

**18. CONFIDENTIALITY**

The terms of this Agreement and all proprietary information exchanged by the parties shall be kept strictly confidential by both parties and no information shall be used or disclosed to any third party without the express written consent of the other party or as required by law. The obligation to maintain this level of confidentiality shall continue beyond the term of this Agreement.

**19. SEVERABILITY.**

In the event any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, such determination shall in no way effect the validity or enforceability of any other provision herein.

**20. ENTIRE UNDERSTANDING.**

This Agreement sets forth the complete and entire understanding between the parties with respect to the subject matter hereof. All additions or modifications hereto must be mutually agreed upon by both parties.

**21. INDEPENDENT CONTRACTOR STATUS.**

This Agreement shall not be construed in any way to create an agency, employment, partnership, or joint venture relationship between Gazelle and Participant for any purpose whatsoever.

**22. HEADINGS.**

Headings are included herein for convenience or reference only and shall not be construed as part of this Agreement.

**23. ATTORNEY'S FEES.**

If any action at law or in equity, including any action for declaratory or injunctive relief is sought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, including reasonable disbursements and expenses, from the non-prevailing party, which fees may be set by the court in the trial of such action, or be enforced in a separate action brought for that purpose, and which fees shall be in addition to any other relief which may be awarded.

**24. TERMINATION FEE.**

Each party to this Agreement recognizes that its promise to perform and fulfill its responsibilities and obligations under this Agreement is of the essence of this Agreement. Nevertheless, either party may terminate this Agreement prior to its expiration, but only under the following terms and conditions:

(a) If either party notifies the other party of its intent to terminate this Agreement equal to or greater than 365 days prior to the beginning of the Event (as noted in Section 1 herein), then the terminating party shall pay the non-terminating party a Termination Fee of \$250,000 upon notice of such termination. Failure to timely pay said amount shall constitute a breach of this agreement and said sum shall be recoverable, together with reasonable attorney fees, in any court of competent jurisdiction.

(b) If either party notifies the other party of its intent to terminate this Agreement less than 365 days prior to the beginning of the Event (as noted in Section 1 herein), then the terminating party shall pay the non-terminating party a Termination Fee of \$500,000 upon notice of such termination. Failure to timely pay said amount shall constitute a breach of this agreement and said sum shall be recoverable, together with reasonable attorney fees, in any court of competent jurisdiction.

(c) The parties have bargained for and agreed to the foregoing provisions, giving consideration to the fact that termination of this Agreement prior to its natural expiration may cause the non-terminating party to lose certain benefits and/or compensation, which damages are difficult to determine with certainty. The parties further agree that the payment of such Termination Fee by the terminating party shall constitute adequate and reasonable compensation to the non-terminating party for any damages and injury the non-terminating party suffers because of such termination. The foregoing is not, nor is construed to be, a penalty.

**25. NOTICES.**

Any notice or other communication required or permitted hereunder shall be given by hand delivery, facsimile, electronic mail, guaranteed twenty-four hour courier service or certified or registered United States Mail (return receipt requested) at the address indicated below for each party:

If to Gazelle:                      The Gazelle Group, Inc.  
475 Wall Street  
Princeton, New Jersey 08540  
Attn.: Rick Giles

If to Participant:                      Louisiana State University  
Department of Athletics  
Administration Building  
Nicholson Drive @ North Stadium Drive  
Baton Rouge, Louisiana, 70803  
Attn.: Director of Athletics

With a copy to:                      Louisiana State University  
3810 West Lakeshore Drive  
Baton Rouge, Louisiana, 70803  
Attn.: General Counsel

or such address as shall be furnished in writing by either party hereto. Any notice or communication delivered by hand, facsimile transmission, or electronic mail shall be effective upon the date of delivery or transmission. Any notice or communication sent by guaranteed twenty-four hour courier service or United States Mail shall be effective on the date of receipt by the party to whom addressed.

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

THE GAZELLE GROUP, INC.

By

Name

Title

LOUISIANA STATE UNIVERSITY

By

Name

Title

[Signature]  
RICHARD J. GILES  
PRESIDENT

[Signature] nov 12.21.17  
Will Wade  
Head Coach