



May 27, 2022

Louisiana State University
Athletics Department
Pete Maravich Assembly Center
1 N Stadium RD
Baton Rouge, LA 70803
Attention: Matt LaBorde

Coach McMahon:

This letter serves as an agreement ("**Agreement**") entered into as of the date set forth above, by and between The VII Group, Inc., d/b/a The VII Group, ("**THE VII GROUP**") and Louisiana State University ("**School**") in accordance with the following terms and conditions:

1. The School agrees that its varsity men's basketball team will participate in the 2022 Holiday Hoopsgiving comprising of a showcase and all associated events, collectively, the "**Event**". The neutral site event shall be played in Atlanta, Georgia at State Farm Arena (the "**Site**"). The date for the Event played at the Site is December 10, 2022. The School will play on December 10, 2022 and shall play Wake Forest University.
2. THE VII GROUP shall determine a schedule for the Event and provide notice to the School as soon as commercially reasonable of game times and opponents. The School acknowledges and agrees that its participation in the Event counts as an appearance in a certified regular-season neutral site event basketball showcase for the 2022-2023 season. The Event and the provisions of this Agreement are subject to change based on NCAA rules and guidelines.
3. Within ninety (90) days following the last day of the Event, THE VII GROUP shall provide the School a Fifty-Thousand Dollar (\$50,000) guarantee (the "**Guarantee**") for the School's twenty-two (22) member official team travel party (*i.e.* players, managers, coaches, athletic training personnel, and related staff) (the "**Official Travel Party**")

4. The Guarantee in its entirety is contingent upon Louisiana State University purchasing two thousand (1,500) pre-purchased tickets on or prior to one hundred twenty (10) days before the Event. The total value of the tickets to be purchased by LSU will not exceed One Hundred Thousand Dollars (\$100,000). All tickets will be located in the lower bowl of the arena.
5. THE VII GROUP shall provide practice sites the day before the School's first game of the Event and, if applicable, on the off day of the Event. Any additional practices are the sole responsibility and expense (including, but not limited to rental of facility, insurance, etc.) of the School.
6. THE VII GROUP shall provide credentials for the Event for the School's twenty-two (22) member official team travel party (*i.e.* players, managers, coaches, athletic training personnel, and related staff) (the "**Official Travel Party**") and any additional School staff, as approved by THE VII GROUP.
7. The eligibility of all varsity players to participate in the Event is determined by the rules and regulations of the NCAA.
8. The School's uniformed cheerleaders, dance team, and mascot will be admitted to the Event at no charge. The School's pep band members (up to thirty (30) participants) will be admitted to the Event at no charge.
9. If the School is placed under conference or NCAA sanctions and/or is ineligible to compete or appear on television, THE VII GROUP may elect to cancel the School's participation in the Event without penalty or payment, and if any payment has been made BY THE VII GROUP to the School in advance, the School shall immediately refund such amounts to THE VII GROUP.
10. THE VII GROUP shall arrange for and pay all costs associated with the Site as required for the Event (including, but not limited to, leasing/renting the Site, assigning and paying all officials, etc.).
11. The School agrees to provide assistance in the marketing, promotion, and ticket sales for the Event by providing a minimum of the following:
 - a. The School will make reasonable efforts to market the Event to its season ticket holders and alumni; the specific recipients, methods, and marketing plan are in the reasonable discretion of the School.
 - b. In no event may THE VII GROUP use the School's name or marks for merchandising purposes without the School's prior written approval in each instance. Notwithstanding the foregoing, School hereby grants THE VII GROUP a non-exclusive license to use the School's name and marks (as provided by School) in connection with the promotion of the Event and in THE VII GROUP's Distribution of Programs. The School shall provide soft copies of such name, marks, and applicable logos to THE VII GROUP on or before June 15, 2022.

- c. Solely in connection with the Event (including the promotion and publicity thereof), and Subject to School's prior written approval, School hereby grants The VII Group a limited, non-exclusive license, non-perpetual to use School's names and marks (as provided by School) for the purposes of Licensed Merchandise related to the Event, which contain the School's names and marks. The parties will cooperate with each other in order to assure compliance. Any Licensed Merchandise must comply with School's Agreement for administration of the licensing of registered and copyrighted names, trademark, and logos of LSU.
12. **Grant of Rights.** School hereby grants to THE VII GROUP the exclusive rights to coverage, including but not limited to the production and distribution of one or more audio-visual Programs (defined below), of the Event, according to the following:
- a. THE VII GROUP has the exclusive, perpetual right to distribute, transmit, exhibit, license, advertise, duplicate, promote, perform, telecast and otherwise exploit (collectively, "**Distribute**" or "**Distribution**") programs of the Event (each a "**Program**" and collectively the "**Programs**") and its/their constituent elements and any other material pertaining to the Event in THE VII GROUP's possession and control throughout the universe, by all means and media now known or subsequently developed, on a live and/or delayed basis, without limitation as to the number of uses. THE VII GROUP also has the right to make reproductions of the Programs and their constituent elements and to use, exhibit, and deal with those reproductions in any manner or media whatsoever, including but not limited to the right to incorporate the Programs and its/their constituent elements into other works for commercial profit. THE VII GROUP has the right (and may grant others the right) to reproduce or disseminate in any medium, the name, likeness, and voice of each person appearing in or connected with the Event or the Programs as well as names, trademarks, and other identities of the School for all purposes connected with THE VII GROUP's exploitation of the Event or the Programs and THE VII GROUP's programming services, but not as a direct endorsement of any product or other services. Notwithstanding the foregoing, the School will be provided free space for its terrestrial radio network outlet that carries its regular season men's basketball schedule of games and its student radio network outlet, and such stations will be allowed to broadcast audio-only coverage of the Event in the School's local footprint. THE VII GROUP retains exclusive radio rights to the game for the remainder of the country.

- b. THE VII GROUP shall be the sole owner of the Programs and all of its/their constituent elements (and any other material shot by THE VII GROUP or pertaining to the Programs, whether or not such material was incorporated into the Programs), including exclusive ownership of all copyrights in and to the Programs. THE VII GROUP shall be the sole and exclusive owner of all other rights arising out of, ancillary or subsidiary to, or otherwise associated with the Programs, including but not limited to the title(s), trademarks and service marks, merchandising, the concept of the Programs, and adaptation rights (such as to dramatic film, radio program, audio recording, music, newspaper column, and magazine or book form).
- c. THE VII GROUP is not required to produce or Distribute any Program, and THE VII GROUP fully discharges its obligations in this Agreement by the Guarantee, procuring the Site and hosting the Event, except as may otherwise be set forth herein, and providing the hotel and transportation accommodations stated herein, if applicable. Any Distribution schedule for the Programs (whether or not School receives notice of it) is subject to change at any time for any reason in THE VII GROUP's sole discretion.

13. Cancellation Penalty

- a. The School understands that upon entering this Agreement, THE VII GROUP is relying on School's promise to participate in the Event and is committing significant time and resources to the Event including but not limited to marketing, facility, and labor expenses to ensure its success. Additionally, THE VII GROUP has granted a slot to School to participate in the Event that would be difficult to fill if the School does not participate in the Event after execution of this Agreement; thus, resulting in lost income and lost business opportunities in an amount difficult to precisely calculate at the date listed above. If the School does not participate in the Event after execution of this Agreement, THE VII GROUP may hold School liable for expenses and damages associated with School's cancellation of this Agreement.

14. Indemnification and Insurance

- a. School shall indemnify (as to non-private, state-run institutions, to the extent permitted by applicable state law), defend, and hold harmless THE VII GROUP and each of its parent, subsidiary, and affiliated companies from any and all claims, costs, liabilities, judgments, expenses, or damages (including reasonable attorneys' fees and other costs of suit) arising out of or relating to: (i) any breach or alleged breach of this Agreement or any representation made by it herein (including, but not limited to, any claim by a third party that THE VII GROUP's exercise of the rights granted to it by School hereunder infringes that third party's intellectual property rights (including, but not limited to, the right of privacy, publicity, trademark, or copyright)); (ii) a breach of law; and (iii) the negligence or willful misconduct of the officers, agents, trustees, employees, contractors of the School and the members of the Official Travel Party.

- b. THE VII GROUP shall indemnify, defend, and hold harmless School and each of its parent, subsidiary, and affiliated entities from any and all claims, costs, liabilities, judgments, expenses, or damages (including reasonable attorneys' fees and other costs of suit) arising out of or relating to: (i) any breach or alleged breach of this Agreement or any representation made by it herein; (ii) a breach of law by THE VII GROUP; and (iii) the negligence or willful misconduct of its officers, agents, employees, contractors.
- c. Each party agrees to obtain/maintain at its own expense insurance in accordance with highest industry standards.

15. **No Injunctive Relief.**

All rights granted and agreed to be granted hereunder are exclusively and irrevocably vested in THE VII GROUP and are not subject to rescission or injunction by School or any other party for any cause, nor are such rights subject to termination or reversion by operation of law or otherwise. In the event of a breach of this Agreement by THE VII GROUP, School hereby expressly recognizes that the damage, if any, caused to School thereby would not be irreparable or otherwise sufficient as to give rise to a right of injunctive or other equitable relief and School acknowledges that School's rights and remedies, in the event of a breach of this Agreement by THE VII GROUP, will be limited to the right, if any, to recover monetary damages (if any) in an action at law.

16. **LIMITATION OF LIABILITY.**

EXCEPT FOR PAYMENTS MADE TO THIRD PARTIES IN CONNECTION WITH INDEMNIFICATION OBLIGATIONS HEREUNDER, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, ARISING FROM THE SUBJECT MATTER OF THIS AGREEMENT. THIS LIMITATION OF LIABILITY APPLIES EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, ANTICIPATED PROFITS, OR LOST BUSINESS.

17. **Miscellaneous.**

- a. This Agreement becomes binding only when signed by both parties, and can only be modified in writing, signed by both parties. School may not assign any of its rights or obligations under this Agreement without the prior written consent of THE VII GROUP, and any purported assignment without that consent is void *ab initio*. THE VII GROUP may freely assign its rights and obligations under this Agreement to a parent, subsidiary, or affiliated company. Any provisions found by a court to be void or unenforceable shall not affect the validity or enforceability of any other provisions.

- b. Neither THE VII GROUP nor the School shall be liable if for any reason all or any portion of the Event is shortened or canceled due to extreme weather, war, act of God, national emergency, governmental restriction, or like cause, the occurrence of which is not within the control of THE VII GROUP or School (an event of "**Force Majeure**"). THE VII GROUP shall use commercially reasonable efforts to reschedule any games canceled due to a Force Majeure occurrence to a new date and time and the School shall use commercially reasonable efforts to compete at the rescheduled date and time subject to its own scheduling limitations.
- c. This Agreement represents the entire agreement between THE VII GROUP and the School and may be amended only in writing signed by both THE VII GROUP and the School. Each party acknowledges that it has read and freely signed this Agreement.
- d. The parties are independent contractors, and this Agreement will not be construed in any way to create an agency, employment, partnership, or joint venture relationship between THE VII GROUP and School for any purpose whatsoever. Neither party has the power or authority to bind or create liability for the other.
- e. In any legal proceeding brought by one party hereunder against the other, the prevailing party will be entitled to recover from the other party its attorneys' fees and other reasonable costs directly associated with the suit.
- f. All notices between the parties must be given in writing via a reputable overnight courier service (e.g. FedEx, UPS) and, as to School, shall be sent to the address indicated above, and as to THE VII GROUP, to the following address: address: Christopher Williams, The VII Group HHG, LLC., 4002 Hwy. 78 Suite 530-368, Snellville, GA 30039 (or such addresses as shall be furnished in writing by either party).

If the aforementioned terms and conditions are in accordance with the School's understanding, please confirm by signing below and returning a scanned .pdf file via e-mail to the attention of chris@theviigroup.net. We will then sign and forward a fully executed version to you for your files. Thank you!

Sincerely,

Chris Williams

Holiday Hoopsgiving Director
The VII Group HHG, LLC
4002 Hwy. 78
Suite 530-368
Snellville, GA 30039

By: SCHOOL

NAME: Matthew L. Bk
TITLE: ASSOCIATE AD/CFO
DATE: 6/20/2022

The VII Group

NAME: Christopher Williams
TITLE: Director
DATE: 06.18.22