

United Sports & Entertainment, LLC

June 14, 2024

Tim Kaine

TKaine@lsu.edu

Louisiana State University Men's Basketball

Address: 1 Athletic Admin Bldg
Baron Rouge, LA 70803

Dear Mr. Kaine:

This letter serves as an agreement ("**Agreement**") entered into as of the date set forth below, by and between United Sports & Entertainment, LLC, ("**USE**") and Louisiana State University for its Men's Basketball ("**School**") in accordance with the following terms and conditions:

1. School agrees its varsity men's basketball team will participate in USE's College Basketball Events, which consists of one (1) game and associated activities during the 2024-25 season ("**Event #1**") and one (1) game and associated activities during the 2025-26 season ("**Event #2**"), collectively, (the "**Events**").
2. Event #1 shall be hosted in Fort Worth, Texas, at Dickies Arena or any other arena ("**Site A**") agreed upon in writing by USE and School. The dates for Event #1 are December 13-14, 2024, with the game played on December 14, 2024. School agrees to play one game at Site A as part of Event #1 against Southern Methodist University, or any other team agreed upon in writing by USE and School. USE shall determine a schedule for Event #1 and provide notice of game time to School as soon as commercially reasonable.
3. Event #2 shall be hosted in New Orleans, Louisiana, at Smoothie King Center or any other arena ("**Site B**") agreed upon in writing by USE and School. The dates for Event #2 shall be mutually agreed upon in writing by USE and School no later than February 1, 2025. School agrees to play one game at Site B as part of Event #2 against Southern Methodist University, or any other team agreed upon in writing by USE and School. USE shall determine a schedule for Event #2 and provide notice of game time to School as soon as commercially reasonable.
4. USE shall provide reimbursement for twenty-four (24) regular rooms and one (1) suite for one (1) night at the host hotels of the Events for School's forty (40) member official team travel party (i.e. players, managers, coaches, athletic training personnel, and related staff) (the "**Official Travel Party**"). USE will disclose the host hotel to Official Travel Party no later than August 1, 2024, for Event #1, and no later than August 1, 2025, for Event #2.

5. USE shall provide reimbursement for ground transportation for Official Travel Party in the form of one (1) coach bus for the duration of Event #1 and one (1) coach bus for the duration of Event #2. Any and all additional transportation needs and expenses (including, but not limited to, insurance, etc.) are the sole responsibility of School.
6. USE or USE's third-party designee shall provide reimbursement (the "**Reimbursement**") for hotel accommodations for Official Travel Party, as a provision in Section (4), and ground transportation for Official Travel Party, as a provision in Section (5). Within ninety (90) days of final settlement of finances for the Events, Reimbursement shall be submitted to School. USE is responsible for the Reimbursement to School by the due dates even if a third-party designee submits the Reimbursement.
7. USE shall provide a practice site the day before School's games in the Events and also a time slot for pre-game shoot around on the day of the games. Any additional practices are the sole responsibility and expense (including, but not limited to rental of facility, insurance, etc.) of School.
8. USE shall provide credentials for School's Official Travel Party for the Events and, if approved by USE, additional School staff may purchase additional credentials.
9. USE shall provide School with one hundred (100) complimentary tickets to each of the Events.
 - a. Fifty (50) of those tickets will be located in a prime seating location directly behind the Louisiana State bench or directly across from the Louisiana State bench. The remaining fifty (50) tickets may be in a non-prime seating location.
 - b. School will purchase an allotment of tickets (the "**Allotment**") numbered at no less than one thousand five hundred (1,500) tickets, but no more than five thousand (5,000) tickets for each of the Events, for provision or resale to staff, family of Official Travel Party, School season ticket holders, or fans. The Allotment will be available for School to purchase in three (3) tiers (Mezzanine Tickets, Upper Sideline Tickets and Lower Sideline Tickets) at a price to be agreed upon in writing by USE and School. School will notify USE no later than September 1, 2024, of the exact number of tickets in the Allotment at each tier that will be purchased for Event #1, and no later than September 1, 2025, of the exact number of tickets in the Allotment at each tier that will be purchased for Event #2. School will submit payment to USE for the Allotment no later than November 30, 2024, for Event #1, and no later than November 30, 2025, for Event #2.
10. School shall participate in a Community Service Activity in connection with each of the Events, sponsored by USE. USE shall provide School with reasonable notice of the itinerary of the Community Service Activity and School's level of participation which will take place the day before School's games in the Events.
11. The eligibility of all varsity players to participate in the Events is determined by the rules and regulations of the NCAA. The Events and the provisions of this Agreement are subject to change based on NCAA rules and guidelines. If School is placed under

conference or NCAA sanctions and/or is ineligible to compete or appear on television, USE may elect to cancel School's participation in the Events without penalty or payment and if any payment has been made to School in advance, School shall immediately refund such amounts to USE.

12. School's uniformed cheerleaders, dance team, and mascot, if performing in the Events, will be admitted to the Events at no charge, but are not guaranteed a seat.
13. USE shall arrange for and pay all costs associated with Site A and Site B as required for the Events (including, but not limited to, leasing/renting Site A and Site B, and paying all officials, etc.). USE will utilize a blended crew of SEC and ACC officials.
14. School agrees to provide assistance in the marketing, promotion, and ticket sales for the Events by providing a minimum of the following:
 - a. School will make reasonable efforts to market and promote the Events to its season ticket holders and alumni, including at the School's home games before the Events, the School's athletic website, newsletters, and social media. The specific recipients, methods, and marketing plan are in the reasonable discretion of School.
 - b. School hereby grants USE a non-exclusive license to use School's names and marks (as provided by School) for purposes of merchandising, and in connection with the promotion of the Events and in USE's Distribution of the Programs.
15. **Liquidated Damages.** Subject to the provisions of Section 19(c) below, School agrees in the event it cancels or otherwise terminates School's participation in the Events, calculating the harm to USE resulting from such cancellation or termination would be difficult or impossible to estimate, as USE will be reserving the Site, facilitating the hiring and coordination of personnel required to host the Events, marketing and promoting the Events, and soliciting teams to participate in the Events. School and USE agree that the amount of \$125,000 ("LD Amount A") for Event #1 and \$125,000 ("LD Amount B") for Event #2 are reasonable estimates of just compensation in the event School cancels or otherwise terminates its participation in Event #1 or Event #2. School will pay USE the LD Amount A and LD Amount B, respectively, within seven (7) days of notice of cancellation. Notice of cancellation shall be sent to the address listed in Section 19(g) below.
16. **Grant of Rights.** School hereby grants to USE 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 Events, according to the following:
 - a. USE 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 Events (each a "**Program**" and collectively the "**Programs**") and its/their constituent elements and any other material pertaining to the Events in USE'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. USE 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. USE 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 Events or the Programs as well as names, trademarks, and other identities of School for all purposes connected with USE's exploitation of the Events or the Programs and USE's programming services, but not as a direct endorsement of any product or other services. Notwithstanding the foregoing, 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 Events in School's usual radio footprint. USE retains exclusive radio rights to the game for the remainder of the country.

- b. USE is the sole owner of the Programs and all of its/their constituent elements (and any other material shot by USE 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. USE is 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), trade- 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. USE is not required to actually produce or Distribute any Program, and USE fully discharges its obligations in this Agreement by providing to School the accommodations stated herein. 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 USE's sole discretion.

17. Indemnification and Insurance.

- a. School shall indemnify, defend, and hold harmless (as to non-private, state-run institutions, to the extent permitted by applicable state law) USE 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 the gross negligence or willful misconduct of the officers, agents, trustees, employees, contractors of School and the members of the Official Travel Party.
- b. USE 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 the gross negligence or willful misconduct of its officers, agents, directors, employees, contractors.

18. 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.

19. 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 USE, and any purported assignment without that consent is void ab initio. USE may freely assign its rights and obligations under this Agreement to a parent, subsidiary, or affiliated company only; and in any event, will remain jointly and severally responsible for all obligations herein. Any provisions found by a court to be void or unenforceable shall not affect the validity or enforceability of any other provisions, if the essential terms and conditions of this Agreement for both parties remain valid, legal, and enforceable.
- b. If the NCAA season is delayed due to the COVID-19 pandemic, USE and School shall use commercially reasonable efforts to reschedule the Events for dates that are acceptable for both parties during the current and appropriate season.
- c. Neither USE nor School shall be liable if for any reason all or any portion of Event #1 or Event #2 is shortened or cancelled, or School is otherwise unable to attend, due to extreme weather, war, act of God, national emergency, governmental restriction, epidemic, pandemic, quarantine, terrorism or threats of terrorism, governmental orders or advisories, University closures or like cause, the occurrence of which is not within the control of USE or School (an event of “**Force Majeure**”). USE shall use commercially reasonable efforts to reschedule any games cancelled due to a Force Majeure occurrence to a new date and time during the current and appropriate season and School shall use commercially reasonable efforts to compete at the rescheduled date and time during the current and appropriate season subject to its own scheduling limitations.
- d. This Agreement represents the entire agreement between USE and School and may be amended only in writing signed by both USE and School. Each party acknowledges that it has read and freely signed this Agreement.
- e. 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 USE and School for any purpose whatsoever. Neither party has the power or authority to bind or create liability for the other.

- f. 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 reasonable and necessary attorneys' fees and other costs of suit.
- g. 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 USE, to the following address: Attn: Rhossi Carron, 11007 Ayrshire Park Lane, Houston, Texas 77043 (or such addresses as shall be furnished in writing by either party).

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

Sincerely,

Rhossi Carron, Manager
United Sports & Entertainment, LLC

Louisiana State University

NAME: 
TITLE: Sr. Assoc. AD/CFO
DATE: 6/25/24

United Sports & Entertainment, LLC

NAME: 
TITLE: Manager
DATE: 07/01/24