

AGREEMENT

This Agreement, made this 22nd day of September, 2023, between Global Sports Management, a corporation under the laws of the State of Nevada (hereinafter "Host") and Louisiana State University (hereinafter "Participant")

WHEREAS, Host, the organizer of the Emerald Coast Classic (the Tournament) has selected the Participant as one of the institutions in the Tournament to be held from November 28-29, 2025. Games will be played in Niceville, Florida on November 28 & 29, 2025. Games in Niceville will be played at Northwest Florida State College.

IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. ELIGIBILITY AND COMPLIANCE

- (a) This Agreement is subject to all rules of the NCAA and neither party hereto shall be obliged to perform its obligations if such performance would render that party in violation of existing NCAA rules during the Tournament.
- (b) If Participant is on NCAA probation that would affect any contractual obligations to television or other agreements, or if any of its players are declared ineligible to participate after being invited to the Tournament, the Host reserves the right to withdraw its invitation to the Participant and cancel this Agreement. No cancellation fee by either party will be payable.
- (c) Except as provided in paragraph 12 (force majeure) below, Participant may cancel this Agreement only upon written notice to Host. The payment of a cancellation fee to Host in the amount of ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000) will be due 30 days upon notification by Participant. For avoidance of doubt, Participant shall not be responsible for payment of the cancellation fee in the event of a force majeure cancellation. In the event that of such an occurrence, if a mutually agreed date cannot be found between both parties, Participant will not owe the cancellation fee.

2. PLAYING RULES & QUALIFYING REGULAR SEASON MULTIPLE-TEAM EVENTS

- (a) The official NCAA Basketball Rules for the 2025-2026 year shall govern all tournament play.
- (b) This event consists of 2 contests. The event will conclude not later than five (5) days after the first contest of the event.
- (c) Each participating institution is using the same NCAA rule as its maximum.
- (d) Each institution is participating in the same number of contests in this event.
- (e) This event does not include any non-Division 1 institutions.



3. LIABILITY

Participant and Host will each perform its activities under this Agreement at its own sole cost, risk, and responsibility with respect to third parties. Participant and Host shall be solely responsible for their actions and failures to act including the actions or failures to act of its officers and employees; nothing herein shall be construed to place any responsibility to any extent upon the other party for the actions or failures to act of a party or its officers and/or employees.

4. TRAVEL AND HOTEL ARRANGEMENTS

All travel arrangements and costs to Niceville, Florida for team shall be the responsibility of Participant.

5. PURCHASING TICKETS

Participant agrees to purchase 100 (one hundred) tickets per night at a cost of \$50 per ticket. These tickets will be situated between the baselines in the arena.

6. PROMOTIONS AND TELEVISION RADIO RIGHTS

Host will have the right to show Participant coaches and staff as participating in the Tournament in its marketing and promotion of the Tournament. All radio, print, internet and television rights to the broadcast or telecast of the Tournament games in Niceville are the exclusive property of the Host or its assignee. These rights include, but are not limited to, all forms of internet or radio broadcasting, commercial and non-commercial television, and all forms of cable telecasts, live or on tape, including rights to re-telecast in whole or in part.

The Host shall provide to Participant a radio outlet location for the broadcast of the Participant Tournament games by Participant's regular season radio broadcasting station. A media rights fee of \$200 will be charged to Participant or Participant's media rights holder to utilize venue's telephone lines to broadcast Participant's games.

7. SIGNAGE RIGHTS

All Tournament games in Niceville, Florida are the sole property of the Host. Host has the sole right to all revenues arising from Tournament games in Niceville, Florida related sponsorship, signage, promotion, and advertising related to the Tournament.

8. OPPONENT AND SITE SELECTION

The parties agree that the Host shall have the sole authority to determine the pairings of all the Tournament participants. Each team participating in the event will count the event as the one multi team event it can compete in during the 2025-26 season.



9. PARTICIPANT TICKET MARKETING ASSISTANCE

Participant agrees and acknowledges that Host shall have the exclusive right to market Tournament packages, which may include tickets to the Tournament. Participant agrees to email to its basketball season ticket holders, basketball ticket holders database and students all materials provided by Host. Participant shall establish on the main men's basketball web site a static advertisement such as a banner ad or splash page, which includes a link to the official Tournament website no later than 180 days prior to the start of the Tournament, and will remain posted through the conclusion of the event.

10. HOST RESPONSIBILITIES

It is understood that Participant shall have no control over the facility in Niceville, Florida, or over any of the personnel used by the Host in the performance of its duties, in the presentation of the Tournament games. Host shall be responsible for all costs and providing all services associated with hosting the Tournament games that would be associated with the hosting of any normal basketball contest. It is agreed that the Host shall be responsible for the following expenses and obligations:

- (a) Costs associated with the television of any games in Niceville, Florida including transmission, production, talent, and personnel, unless mutually agreed upon.
- (b) Costs associated with the telephone lines and any other needs for a radio broadcast for this type of event.
- (c) Costs associated with the production and promotion of all games in Niceville, Florida, including costs of NCAA game officials. Host shall be responsible for assignment of officials.
- (d) Provide each team with 25 tournament gifts.



11. ENTIRE AGREEMENT

This agreement constitutes the whole agreement between Host and Participant and may not be amended except by a writing duly executed and signed by both parties hereto. Host may not assign any of its responsibilities under this Agreement without the express, written consent of Participant.

12. FORCE MAJEURE

It is understood by the parties hereto that should either party or the teams playing pursuant to this Agreement, be unable to perform the terms and conditions of this contract due to an Act of God or nature; extreme weather or other natural disaster, strikes; civil disorder; war; pandemic; epidemic or other public health emergency; quarantine; prohibitions, acts, orders, proclamations or regulations of any governmental authority; an act of the NCAA or any conference to which the teams belong; emergency travel restrictions imposed upon the teams playing pursuant to this Agreement; or other unusual occurrence beyond the reasonable control of that party, which makes it necessary to cancel all or any portion of this Agreement, said party shall immediately notify the other party in writing the necessity to cancel the Agreement or a portion thereof and the Agreement to that extent shall be canceled. Any of the expenses or obligations incurred by either party in connection with its performance of this Agreement hereunder prior to said cancellation notification shall be borne by the party incurring said expense.

13. COMPLIMENTARY TICKETS

Participant shall receive fifty (50) complimentary tickets to each game of the tournament.

14. TOURNAMENT FIELD

Host shall include at least two other Power 4 programs or no team with a 2-yr average of the 2023-24 & 2024-25 NET final ranking below 125. If there is a team with a 2-yr average of the 2023-24 & 2024-25 NET final ranking below 125, Participant will not be required to play that opponent. For the avoidance of doubt, Participant's two games must be against either a Power 4 program or an opponent with 2-yr average of the 2023-24 & 2024-25 NET final ranking better than 125. If this cannot be achieved, the Participant may withdraw from the Tournament with no financial penalty.



AGREED TO BY:

GLOBAL SPORTS

By: 

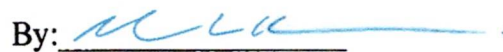
Name: Mary Hank

Title: President

Date: 12/5/23

AGREED TO BY:

LOUISIANA STATE UNIVERSITY

By: 

Name: Matthew LaBorde

Title: Executive Assoc. AD/CFO

Date: 12/1/23