

AGREEMENT

This Agreement is made and entered into as of November 14, 2017 by and between THE GAZELLE GROUP, INC., 475 Wall Street, Princeton, New Jersey, 08540 ("Gazelle"), and UNIVERSITY OF NEW MEXICO, Department of Athletics, Colleen J Maloof Administration Building, 1 University of New Mexico, MSC04 2680, Albuquerque, New Mexico, 87131-001 ("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 first two rounds of the Event shall be held on two dates between (and including) November 15 and 29, 2019 (or other mutually agreed upon dates) at four different Sites (at the discretion of Gazelle). Teams shall be divided into a Host Pool (four teams) and a Travel Pool (up to 8 teams). Participant shall be a Host and shall be included in the Host Pool. Participant shall play two home games against two different teams in the Travel Pool on the dates noted above (and these two teams shall have an average RPI rank no greater than 175).

(e) The four Host Pool teams shall advance and each shall play two additional Games in the Semifinal and Championship Rounds in the Barclays Center (Brooklyn, New York), or other mutually agreed upon location, on November 25 and 26, 2019 (or other mutually agreed upon dates). The Host Pool shall play a Semifinal doubleheader on November 25 and a Championship doubleheader (with consolation Game) on November 26. The Games during the semifinal and championship rounds shall be conducted under a tournament format and shall be played over two days with two Games on the first day of competition. The second day of competition shall also include two Games based upon the following: the loser of each of the first day's Games shall play each other and the winner of each of the first day's Games shall play each other.

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 four Sites for the first two rounds of the Event at Participant's customary building for home games (the "Arena"). As a "Host Site", during the first two rounds played at its 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 Games played during the Semifinal and Championship Rounds, (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 semifinal and championship rounds 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) During the first two rounds of the Event at Participant's Host Site, Gazelle may allocate a mutually agreed upon number of tickets for teams, sponsors, publicity, and advertising on a complimentary basis.

(d) During the Semifinal and Championship Rounds of the Event, Gazelle shall provide Participant with forty (40) complimentary tickets behind the team bench and thirty-five (35) complimentary tickets in another location in the lower bowl of the arena.

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 first two 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 first two rounds of the Event at Participant's Host site;

(i) Participant shall be able to maintain its existing permanent 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.

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) and 8(c) 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) Participant (or Participant's conference affiliation) shall retain the broadcast rights to the games played at Participant's Arena.

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 \$170,000 (as defined in Section 5 herein) and Participant shall pay any amount necessary to meet this guarantee of \$170,000. These monies shall be paid in accordance with Section 11.

10. SEMIFINAL AND CHAMPIONSHIP ROUNDS.

During the Semifinal and Championship Rounds 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 its own 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. SEMIFINAL AND CHAMPIONSHIP ROUNDS – GAME OFFICIALS.

Game officials for the Semifinal and Championship Rounds shall be assigned by Gazelle through a coordinator of officials recognized by the NCAA. The cost of these officials shall be the responsibility of Gazelle.

13. CONCESSIONS, MERCHANDISE AND FREE SAMPLES.

(a) During the first two 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. However, no Event merchandise may be sold unless agreed upon, in writing, by both parties.

(b) During the first two 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 Event, 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 Semifinal and Championship Rounds.

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. GOVERNING LAW; JURISDICTION; VENUE.

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New Jersey, without regard to principles of conflicts of law. Each party agrees that a summons and complaint commencing such an action or proceeding, and all other documents related thereto, shall be served properly and shall confer personal jurisdiction if served by registered or certified mail, return receipt requested, to the other party at the address set forth in Section 26.

25. 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 300 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 300 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.

26. 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:

University of New Mexico
Department of Athletics
Colleen J Maloof Administration Building
1 University of New Mexico
MSC04 2680
Albuquerque, New Mexico, 87131-001
Attn.: Director of Athletics

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.

27. TERMINATION OF PREVIOUS AGREEMENT FOR 2020 EVENT

Participant and Gazelle previously executed an agreement made and entered into as of October 31, 2016 for Participant to play four games in a 2020 college basketball event produced and staged by Gazelle, as described and defined in such previously executed agreement. Upon full execution (by both Participant and Gazelle) of this Agreement for the 2019 Event described herein, the parties mutually agree to terminate the previously executed agreement, and neither party shall have any obligation, responsibility or liability to the other party related to the October 31, 2016 agreement.

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

THE GAZELLE GROUP, INC.

By

Name RICHARD J. GILES

Title PRESIDENT

UNIVERSITY OF NEW MEXICO

By

Name Janice Ruggiero

Title Deputy Director Internal
12/20/17

Paul Weir

Facility

12/20/17