

MEDIA RIGHTS AGREEMENT

HoldCo: NFHS Holdings Co., LLC 160 Greentree Drive, Suite 101 Dover, DE 19904 Phone Number: 317-972-6900 Fax Number: 317-822-5700 Contact: Davis Whitfield	State: Kansas High School Activities Association 601 SW. Commerce Place Topeka, KS 66615 Phone Number: 785-273-5329 Fax Number: 785-271-0236 Contact: Bill Faflick, Executive Director Number:
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This Media Rights Agreement (“**Agreement**”) is made as of the 1st day of August 2018 and shall be effective as of the Effective Date defined and set forth herein between NFHS HoldCo, LLC (“**HoldCo**”), and the District of Columbia for the District of Columbia Athletic Association (“**State**”), whereby HoldCo and State agree to develop and execute a multi-year, multi-platform, production and distribution strategy for certain State high school events and activities, and witnesses that the HoldCo and State agree as follows:

1. This Agreement consists of:

- (i) this page (the “**Cover Sheet**”);
- (ii) the General Terms and Conditions attached to this Cover Sheet (the “**GT&C**”);
- (iii) the following Exhibits each of which is attached hereto (the “**Exhibits**”):
 - (a) **Exhibit A** - State Marks
 - (b) **Exhibit B** - Rights
 - (c) **Exhibit C** - Excluded Events
 - (d) **Exhibit D** - Minimum Production Commitment
 - (e) **Exhibit E** - Protected Local Sponsorships
 - (f) **Exhibit F** - Fees
 - (g) **Exhibit G** - Limited Rights Events
 - (h) **Exhibit H** - Network Minimum Rate Card
 - (i) **Exhibit I** - Network Advertising Guidelines
- (iv) any Supplemental Rights Addenda entered into between the parties as contemplated in **Sections 5, 6 and 7** of the GT&C; all of the terms and conditions of which are binding upon the HoldCo and State upon execution of this Cover Sheet by both Parties.

2. Each of HoldCo and State agrees with and represents and warrants to the other that it has read, understood and agreed to the terms and conditions of this Agreement and that this Agreement has been executed by a duly authorized signatory of that party, and is a binding agreement of that party.

3. This Agreement may be executed in counterparts, which when taken together will constitute one and the same agreement. This Agreement may be legally delivered and made binding on the parties by the exchange of signed counterparts by facsimile transmission or electronically in PDF or similar secure format.

NFHS HOLDCO, LLC

KANSAS HIGH SCHOOL ACTIVITIES ASSOCIATION

By: D.A. Whitfield
Name: Davis Whitfield
Title: President
Date: 9/20/19

By: B.T. Fashick
Name: B.T. Fashick
Title: Executive Director
Date: 9-20-19

1. **Definitions.**

- a. **“Contributed Events”** means all Post Season Events other than the Excluded Events and other Reserved Rights. Any such Reserved Rights later contributed to HoldCo by State pursuant to a Supplemental Rights Addendum shall thereafter constitute a “Contributed Event” for purposes of this Agreement.
- b. **“Contributing Associations”** means those state high school associations, including State, that are party to a current agreement with HoldCo at a given point in time pursuant to which they have agreed to exclusively contribute content rights in and to the Contributed Events to HoldCo.
- c. **“Declined Event”** means an event that has been licensed exclusively by HoldCo and sub licensed to the Network but for which the Network has declined to produce and distribute as contemplated in **Section 9** below.
- d. **“Excluded Events”** or **“Tier 1 Events”** means certain Post Season Events that are either (i) encumbered within an existing media or distribution contract as of the Effective Date such that none of the Rights therefor are currently available for license to HoldCo, as specifically identified on **Exhibit C**, or (ii) or as otherwise listed on **Exhibit C** as an Excluded Event with the mutual agreement of State and HoldCo.
- e. **“Effective Date”** means the later of the following dates, in each case after signature by both parties hereto to this Agreement: (i) the date on which all closing conditions, including achievement of the Minimum Commitment of Contributing Associations, set forth in the Joint Venture Agreement by and between HoldCo and POS have been satisfied and such parties agree to close and form the Network, in which event the Effective Date for Contributing Associations who were parties to an agreement substantially similar to this Agreement on or prior to July 31, 2013 shall be August 1, 2013; or (ii) the date set forth on the Cover Page of this Agreement.
- f. **“Fees”** means the Guaranteed Rights Fees, any Variable Performance Share, and any Re-purposed Programming Rights Fee.
- g. **“Guaranteed Rights Fee”** means the guaranteed amount payable by HoldCo to State under this Agreement as set forth in **Section 14(a)** below.
- h. **“Limited Rights Events”** means certain Post Season Events that are currently encumbered by a local distribution agreement for a specified subset of the rights currently described as “Reserved Rights,” but which are otherwise included within the license granted to HoldCo hereunder as to all other Rights, as specifically identified on **Exhibit G**.
- i. **“Local Sponsorships”** means arrangements entered into between State and one or more third parties pursuant to which the third party agrees to pay State to advertise on and/or sponsor Post Season Events and/or Re-purposed Programming on a local level through the use of branding and other sponsorship elements controlled by State, including venue signage, program advertising, and in-venue displays.
- j. **“Minimum Production Commitment”** means the minimum guaranteed number of Post Season Events that will be produced annually for a Contributing Association by the Network under the NFHS Network Agreement, which will include coverage of all the championships or finals, as appropriate, of all athletic events included in the contributed Rights as contemplated in **Section 9** and specified in **Exhibit D**.

- k. “**National Sponsorships**” means arrangements entered into between the Network and one or more third parties pursuant to which the third parties agree to purchase advertising and/or sponsor Post Season Events and/or Re-purposed Programming at the Network level (i.e., not local) as more fully described in **Section 13** below.
- l. “**Network**” means the HoldCo affiliate in which HoldCo owns and controls a majority interest that is responsible for producing and distributing Contributing Association content through an agreement with HoldCo, pursuant to which HoldCo grants the Network all rights held by HoldCo through its agreements with individual Contributing Associations, including the State.
- m. “**NFHS**” means the national guiding organization formally known as the National Federation of State High School Associations.
- n. “**Non-Contributing Associations**” means those state high school associations that are not party to a current agreement with HoldCo at a given point in time to contribute exclusive content rights in and to Contributed Events to HoldCo.
- o. “**Online Distribution**” means the delivery of media via live streaming and archived on-demand viewing over online systems and networks including, but not limited to, wired or wireless Internet streaming and all forms of mobile devices, including but not limited to live or delayed digital productions including all forms of video web streaming, video-on-demand, mobile delivery, and DVD (or other physical media) sales.
- p. “**Original Programming**” means programming that is produced and broadcast on the Network and includes all Contributed Events produced by Network.
- q. “**POS**” means 2080 Media, Inc., d/b/a Play-On Sports, a Delaware corporation, or any of its affiliates that are party to the NFHS Network Agreement.
- r. “**Post Season Events**” means all interscholastic state playoff, tournament, championship, meet, match and final events for all sponsored boys and girls athletic and non-athletic activities over which State exercises the direct management and control of broadcast media rights.
- s. “**Re-purposed Programming**” means programming initially produced by a third party for State where State owns or controls the copyright or other exclusive rights of ownership that may be contributed to HoldCo under this Agreement for distribution in reasonably close time proximity to the occurrence of the live event, pursuant to mutually agreed terms as contemplated in **Section 7**.
- t. “**State Association**” means the state level association or organization that represents a State, including all or part of the counties within the geographical boundaries of that State, as identified in the State’s Constitution and Bylaws, and holds membership in the NFHS, whether Contributing or Non-Contributing Associations.
- u. “**State Marks**” means the trademarks and/or service marks listed in **Exhibit A**, attached hereto and which is hereby incorporated into this Agreement.
- v. “**Supplemental Rights Addendum**” means an agreement in the form provided by the Network and signed by State and HoldCo describing additional Rights contributed by State to HoldCo pursuant to **Sections 5, 6 or 7** hereunder.

- w. **“Television Distribution”** means the delivery of media via standard television (free over-the-air television) and non-standard television (including, without limitation, basic, tier and/or premium cable distribution, direct broadcast satellite television) to any and all devices through linear programming and/or digital television programming, including video on demand (“VOD”) services.
- x. **“Variable Performance Share”** means the variable amount payable by HoldCo to State under this Agreement as set forth in **Section 14(b)** below.

2. **Term.** This Agreement shall be effective as of the Effective Date and shall continue for an initial term of five (5) years commencing on the Effective Date, unless earlier terminated in accordance herewith. The term shall be automatically renewed for an additional period of five (5) years (to follow expiration of the initial 5-year term) upon satisfaction of the **“Renewal Criteria”**, which shall be deemed to have been satisfied if (i) all annual Guaranteed Rights Fees are paid in full and (ii) the aggregate Variable Performance Share paid to all Contributing Associations by HoldCo in any year of the term exceeds fifty percent (50%) of the aggregate Guaranteed Rights Fees paid out to all Contributing Associations by HoldCo in that year. The renewal term, as applicable, and the initial term, each of which as may be earlier terminated in accordance herewith, shall be referred to as the **“term”**.

3. **Rights Granted.**

- a) **Rights.** Subject to the Reserved Rights, State hereby grants to HoldCo the exclusive right to produce and distribute, via any and all means, methods and platforms of Online Distribution and Television Distribution on a worldwide basis, all Contributed Events during the term, with the express right to sub-license the foregoing rights to the Network, as more specifically identified in **Exhibit B** attached hereto and any Supplemental Rights Addenda (**“Rights”**). State shall not grant or permit any party other than the Network to exercise any rights in conflict or inconsistent with the Rights granted to HoldCo under this Agreement during the term. Without limiting the generality of the foregoing, the Rights shall expressly include the exclusive rights of live, tape-delayed and archival distribution across all forms of technology, media and platforms other than radio broadcasts for all Contributed Events either produced or acquired under the terms of this Agreement. The forms of distribution include, but are not limited to all forms of Television Distribution and Online Distribution now known or hereafter devised. In connection with the marketing, promotion, and exercise of such Rights, State hereby grants HoldCo, with rights to sub-license the same to the Network, the royalty-free right and license to use the State Marks during the term, subject to compliance with State’s trademark and logo usage guidelines, as provided to HoldCo in writing upon execution of this Agreement, as the same may be updated from time to time during the term. Without limiting the generality of the foregoing, State agrees that the NFHS Network shall have the right to market and promote itself as an **“Official Media Partner”** of State during the term.
- b) **Archival Programming.** As the producer of the Contributed Events under sub-license from HoldCo, Network will own and hold the exclusive copyright to the Original Programming, however, HoldCo will cause Network to grant to State, a perpetual, non-exclusive, non-transferable, royalty-free license to those portions of Original Programming that consist of State's Contributed Events solely for State's noncommercial use during the Term on State’s Portal (as defined below) and/or the featured school's own website through Network's branded player for archival purposes (**“Archival Programming”**). For the sake of clarity, State shall have no right during the Term to provide or sub-license any Archival Programming to any party other than school, use or permit use of any third party player or technology to display or perform the Archival Programming, or charge or permit any party to charge any fee in connection with the distribution or viewing of the Archival Programming. State may request Archival Programming from time to time during the Term after the Network's distribution of the subject

Original Programming, and HoldCo will cause the Network to provide such Archival Programming to State within a reasonable period of time of such request.

- c) **Highlights Programming.** In addition to the Archival Programming, HoldCo will cause Network to provide highlights of portions of Original Programming that consist of State's Contributed Events as reasonably requested by State solely for State's noncommercial use during the Term on State's Portal and/or the featured school's own website through the Network's branded player ("**Highlights Programming**"). For the sake of clarity, State shall have no right during the Term to provide or sub-license any Highlights Programming to any party other than school, use or permit use of any third party player or technology to display or perform the Highlights Programming, or charge or permit any party to charge any fee in connection with the distribution or viewing of the Highlights Programming. HoldCo will cause the Network to provide such Highlights Programming to State within a reasonable period of time of such request during the Term of this Agreement.

4. **NFHS Network Agreement.**

- a) **NFHS Network Agreement.** State acknowledges that HoldCo intends to sub-license the Rights granted by State under this Agreement to its affiliate, the Network, pursuant to an agreement by and between HoldCo and the Network (the "**NFHS Network Agreement**"). More specifically, HoldCo will exclusively sub-license all rights granted to it by Contributing Associations, including State, to the Network and the Network will produce and distribute the Post Season Events and any Re-purposed Programming as contemplated under this Agreement and the NFHS Network Agreement. As set forth in **Section 3** above, the Network shall own and hold the exclusive copyright in and to all Original Programming.
- b) **Assignment Event.** Upon any termination of the NFHS Network Agreement or termination of this Agreement other than for a material uncured breach by State of any provision hereof (each an "**Assignment Event**"), HoldCo will cause Network to assign to State all copyrights for those portions of Original Programming that consist of State's Contributed Events effective as of the date of the Assignment Event, and, within a reasonable time thereafter, deliver to State files containing such Original Programming in the form and format used by Network. HoldCo will, and will cause Network to, execute any assignments or other documentation necessary to effect the foregoing assignments.
- c) **Sub-licensing** As described in greater detail below in **Section 13**, the Network will control National Sponsorships and national category exclusivities. State hereby consents and agrees to such sub-license and agrees that all rights granted to HoldCo under this Agreement may be exercised fully and exclusively by the Network. HoldCo agrees to include appropriate and applicable terms and conditions set forth in this Agreement in the NFHS Network Agreement to ensure compliance with the relevant terms of this Agreement.

5. **Reserved Rights.** The following rights are expressly reserved to the State and excluded from the Rights granted to HoldCo and referred to collectively in this Agreement from time to time as the "**Reserved Rights**".

- a. **Radio.** All broadcast rights to Post Season Events by any and all means of audio-only transmissions, including radio.
- b. **News.** The right to accommodate legitimate media interest of newspapers, photographers, sports publications and/or news gathering websites or organizations to film or record game action (the distribution of which is subject to the time limitations set forth below), record statistics and gather other information of Contributed Events for the purpose of publishing bona fide news stories or

expressing editorial opinions in connection with press reporting within established State Media Guidelines, but in no event in excess of five minutes (5:00) in duration.

- c. **Excluded Events.** State reserves all rights with respect to the Excluded Events set forth on **Exhibit C** attached hereto, and may exercise such rights in its sole discretion. State represents and warrants that **Exhibit C** contains a complete and accurate list of Excluded Events as of the Effective Date.
- d. **Limited Rights Events.** With respect to the Limited Rights Events, State reserves only the encumbered portion of the Rights as specifically identified on **Exhibit G** attached hereto during the term of the existing applicable third party agreement and any renewal or extension thereof, subject to the following terms. State may renew or extend its existing agreements with respect to the Limited Rights Events, but may not in any such renewal or extension, expand or otherwise modify or supplement the scope of the rights granted thereunder in any manner that would conflict with or preclude HoldCo or the Network from exercising the Rights granted hereunder. If State does not renew or extend any existing agreement with respect to the Limited Rights Events, then State shall provide prompt written notice thereof to HoldCo and HoldCo, in consultation with the Network, shall have ten (10) business days thereafter to deliver a written proposal to State to acquire State's rights in and to the Limited Rights Events, which proposal shall include any Guaranteed Rights Fees payable to State for such rights (the "**HoldCo Offer**"). State shall accept or reject such HoldCo Offer within five (5) business days thereafter. If State timely accepts such HoldCo Offer, then HoldCo and State shall enter a Supplemental Rights Addendum pursuant to which State would grant to HoldCo the exclusive right to produce and distribute, via any and all means, methods and platforms of Online Distribution and Television Distribution on a worldwide basis, the Limited Rights Events. If State rejects or does not timely accept the HoldCo Offer, then State may enter into an agreement for such Limited Rights Events with any third party; provided, however, that State may not enter into an agreement with a third party for such Limited Rights Events on terms less favorable to State than those proposed in the HoldCo Offer without HoldCo's written consent. Upon execution of any Supplemental Rights Addendum, State may not withdraw any of the Rights to Limited Rights Events so contributed during the remainder of the term without the written consent of the Network. State represents and warrants that **Exhibit G** contains a complete and accurate list of Limited Rights Events and encumbered Rights, and that with respect to each: (i) the subject Limited Rights Events are produced exclusively for in-market live, tape-delayed or cable VOD distribution; (ii) the subject Limited Rights Events are funded through local cable MSO budgets; (iii) the third party agreement(s) for the subject Limited Rights Events do not have any restrictive provisions applicable to any Post-Season Event other than those specifically listed as encumbered on Exhibit G; and (iv) HoldCo holds Online Distribution Rights to the subject Limited Rights Events under this Agreement as of the Effective Date. Subject to the foregoing, each Limited Rights Event shall count towards the Base Criteria contemplated in **Section 14(d)** below as a Contributed Event.

6. **Additional Rights to Excluded Events.**

- a. **Contribution.** State has no obligation whatsoever to offer Rights in or to any Excluded Events to HoldCo or the Network at any time. However, should State wish to contribute Rights to one or more Excluded Events to HoldCo for sub-license to the Network for the remainder of the term upon expiration of the third party restrictions, State shall notify Network in writing and Network, HoldCo and State shall negotiate in good faith to enter into a Supplemental Rights Addendum between HoldCo and State setting forth the terms of such contribution, which shall be determined on a case-by-case basis, provided that nothing herein shall obligate State to enter into any Supplemental Rights Addendum with respect to any Excluded Events. State understands and

agrees that the Network (via its sub-license from HoldCo) will retain exclusive creative control and discretion to determine the applicable production levels for such contributed Excluded Events without regard to prior production levels or any contrary representations by HoldCo but will be subject to the applicable production obligations set forth in this Agreement. All terms applicable to State's contribution of any Excluded Events to HoldCo shall be set forth in a Supplemental Rights Addendum. Upon execution of a Supplemental Rights Addendum, State may not withdraw any of the Rights to any Excluded Events so contributed during the remainder of the term without the consent of the Network.

- b. **Temporary Contribution.** In lieu of the foregoing, State may desire to contribute Rights to one or more Excluded Events to HoldCo on a temporary basis. State must expressly set forth such desire in its initial written notice to HoldCo ("**Temporary Rights**"). HoldCo and State will follow the same process to set forth mutually acceptable terms applicable to the Temporary Rights in a Supplemental Rights Addendum, but such terms will not include any incremental Guaranteed Rights Fee. Additionally, as to any Temporary Rights, State may withdraw such Rights to any Excluded Events from HoldCo by written notice to HoldCo and the Network at least sixty (60) days prior to the date of the Excluded Event. With respect to any Temporary Rights, the Network retains exclusive creative control and discretion to determine the applicable production levels therefor.

7. **Re-purposed Programming.** In addition to State's right to subsequently contribute Rights to Excluded Events to HoldCo as contemplated in **Section 6** above, State and HoldCo may cooperate with one another to understand and explore opportunities for HoldCo to acquire distribution rights in and to the Excluded Events programming produced by the third party. If and as mutually agreed by State and HoldCo (subject to any required consent of the third party producer) and as set forth on **Exhibit B** or on a Supplemental Rights Addendum, State may contribute limited distribution rights to the Network as Re-purposed Programming. All terms applicable to the Re-purposed Programming shall be set forth in this Agreement and any Supplemental Rights Addenda. Re-purposed Programming may include, but is not limited to, non-exclusive live television simulcast outside a defined geographic region, exclusive or non-exclusive tape delayed television broadcast, exclusive or non-exclusive live and on-demand streaming and/or content rights for use in highlights, news programs or other special features, and will be subject to the distribution obligations set forth in **Section 11** below.

8. **Declined Events.** Following the Network's selection of Contributed Events in accordance with **Section 9** below, State shall have the right, under sub-license from Network through HoldCo, to produce and distribute, and grant third parties the right to produce and distribute, any Declined Events via any and all means, methods and platforms of Online Distribution and Television Distribution on a worldwide basis, subject to compliance with the Network's minimum rate card for Declined Events ("**Network Minimum Rate Card**") with respect to specific terms and conditions applicable to such third parties and certain exceptions set forth therein. The Network Minimum Rate Card is attached hereto as **Exhibit H** and may be updated from time to time by the Network in its discretion and provided to all Contributing Associations, including State. HoldCo agrees that the NFHS Network Agreement will expressly set forth such sub-licensing rights from the Network on a contingency basis such that no further action or documentation is required from the Network to give full effect to such sub-license as to any Declined Event. State will manage the specifics and the administrative functions related to the production and distribution of Declined Events, with all amounts payable by such third party for Declined Events to be paid directly to and collected by State and retained in full by State. State agrees that neither HoldCo nor the Network shall have any obligation with respect to arrangements for Declined Events. Notwithstanding the foregoing requiring State to adhere to the Network Minimum Rate Card for Declined Events, State may make exceptions on a case-by-case basis

as reasonably necessary for public relations purposes and/or to protect local relationships so long as, in each case (i) State makes reasonable efforts to adhere to the Network Minimum Rates Card, (ii) State considers the potential impact of the proposed exception on Network and reasonably concludes that there will be no more than a minimal impact, if any, on Network, and (iii) the third party under consideration for the exception does not compete with Network or its business interests.

9. **HoldCo Production Obligations.**

- a. **Selection of Contributed Events.** No less than thirty (30) days prior to the start of each school sports season, defined as fall, winter and spring, State agrees to simultaneously submit a list of Contributed Events to each of HoldCo and Network for Network's review. HoldCo shall use commercially reasonable efforts to cause the Network to provide written notice to State of the Contributed Events (by type or level only) that it selects to produce and distribute in accordance herewith prior to the start of each such school sports season. HoldCo agrees to use commercially reasonable efforts to cause Network to meet the Minimum Production Commitment. Having selected Contributed Events by type and/or level prior to the season, State agrees that HoldCo and Network are in the first position to produce and distribute any and all games within that chosen type or level, and that State will not grant any unconditional rights to produce and distribute any Contributed Events prior to the Network Release Date. HoldCo agrees to cause the Network to provide written notice of the specific games within a type or level it selects to produce and distribute no later than 48 hours after publication of the latest brackets or match ups. Expiration of such 48 hour period shall be considered the "**Release Date**" at which time any Contributed Event not timely selected by Network for Network production and distribution shall be considered a "**Declined Event**" and shall be subject to the provisions set forth in **Section 8** above. Notwithstanding HoldCo's and Network's discretion in selecting Contributed Events for production as set forth in the Agreement, NFHS HoldCo acknowledges that State may have legitimate concerns around gender balance and other legally mandated requirements of a similar nature, and HoldCo agrees to consider such concerns in good faith when selecting the Contributed Events provided that such concerns are communicated by State simultaneously with or prior to its submission of the list of Contributed Events for review.
- b. **Production of Selected Events.** Under the NFHS Network Agreement, the Network will bear all costs of video production for all Contributed Events produced and distributed by Network. HoldCo agrees to use commercially reasonable efforts to cause the Network to produce all selected Contributed Events in a professional manner in accordance with standards of quality generally comparable to the then current highest range of production elements with respect to amateur sports productions. Such production standards shall be consistent in all material respects including video quality, production graphics and audio effects, across programming produced by it for all Contributing Associations. Accordingly, HoldCo will use commercially reasonable efforts to cause the Network to (i) develop common production standards to define the level of production expected for certain types of events, including number of cameras, duration of coverage, audio effects including play-by-play commentary (which shall include consultation rights in favor of State with respect to the selection of on-air talent), instant replay, and special graphics, and (ii) to update such standards from time to time during the term to account for technological enhancements now conceived or hereafter developed to meet the standards of production in accordance with this Agreement. HoldCo further agrees that it will use reasonable efforts to defer to timely and reasonable requests of a Contributing Association regarding on-air talent decisions to the extent consistent with general Network standards and budget considerations, it being understood and agreed that the foregoing shall not require any approval or consent. HoldCo reserves the right for itself and the Network to produce Contributed Events directly or to engage qualified third party production companies and personnel to provide such production services

consistent with the standards referenced in this Agreement. The entirety of this **Section 9** is subject in all respects to State's acknowledgment and agreement set forth in **Section 21** below.

10. **State Production Obligations.** State agrees to provide the Network and any party acting on its behalf with preferred production locations at all venues as deemed reasonably necessary by such production entity to provide the highest level of production quality and coverage. State further agrees to provide Network a reasonable level of venue impressions for the purpose of promoting Network coverage and programming availability, DVD sales and Network distribution partners. Such impressions include but are not limited to physical signage, program advertisements, audio announcements and video board messages. For all Post Season Events targeted for live distribution on the Network, State agrees to use reasonable efforts to ensure that a dedicated internet circuit is available and accessible to the Network or its designee at a reasonable cost to State with a minimum of 1.5 Mbps upstream per each individually-offered stream.
11. **Distribution Obligations.** Pursuant to the NFHS Network Agreement, the Network will design, develop, and manage a Network-branded, direct-to-consumer website ("**Portal**"), with each Contributing Association, including State, having a State Association-branded sub-portal. The primary purpose of the Portal is to provide consumer access to live, on-demand, and archival State Post Season Events, Re-purposed Programming, and other internal State-produced digital content. All Post Season Events that are either produced or acquired pursuant to this Agreement, at a minimum, will be distributed by the Network through the Portal. Except as otherwise agreed by the parties, it is the intent of this Agreement that all Network-produced Post Season Events will be available via live streaming through the Portal, subject to expiration of any television exclusivity windows applicable to those Post Season Events and/or Re-purposed Programming under existing distribution agreements entered into by the State and identified and described on **Exhibit C** attached hereto. With respect to the distribution of any Re-purposed Programming acquired by HoldCo through this Agreement, HoldCo agrees that it will use commercially reasonable efforts to cause the Network to distribute such Repurchased Programming "as is" and retain any State broadcast elements that exist within the events, and further agrees that embedded Local Sponsorships (as defined below) will be protected as further described in **Section 13** below. HoldCo agrees to use commercially reasonable efforts to cause the Network to use commercially reasonable efforts to establish contractual relationships for video distribution of Network-produced State Post Season Events with potential third party distribution outlets, including, but not limited to, over-the-air networks, cable networks, satellite providers, broadband providers, telecommunication networks, and by any future-developed means of transmitting analog or digital video signals.
12. **HoldCo Distribution Rights.** Pursuant to the Rights granted to HoldCo in this Agreement and sub licensed to the Network in the NFHS Network Agreement, the Network shall maintain the exclusive sales and distribution rights for Post Season Event DVDs produced by the Network under this Agreement and all Re-purposed Programming DVDs, and will retain all revenues therefrom.
13. **Advertising.** Pursuant to the NFHS Network Agreement, the Network will develop a national advertising and sponsorship strategy across all Contributing Associations' content and retain all rights to sell and control the sale of applicable inventory and all category exclusivity at a national level ("**National Sponsorships**"). All solicitations and sales of National Sponsorships are subject to Network policies of acceptable advertising sponsors as set forth in **Exhibit I**, as the Network may modify from time to time. HoldCo acknowledges that advertising policies may vary from state to state. Accordingly, for the sake of clarity, Holdco agrees that the Network policies contemplated in this Section and **Exhibit I** hereto shall serve as a baseline for State and other Contributing Associations but may be supplemented with respect to the Contributed Events of any individual Contributing Association, including State, by additional advertising standards provided by that Contributing

Association to HoldCo in writing in advance. National Sponsorship inventory will include all event content produced for the Network pursuant to agreements with Contributing Associations, including State, as distributed on the Network website, Contributing Association-branded portals (including the Portal), any linear television channel and any mobile device or other platform. Without limiting the generality of the foregoing, National Sponsorship elements controlled by the Network, whether television or digital, include commercials, audio/visual elements associated with the presentation to the consumer online, including pre-roll ads, banner display ads, graphic overlay ads and any other messaging opportunities known or hereafter developed. The Network will not engage sponsors or advertisers at the State or lower levels, and Network will not enter into or sell any exclusive National Sponsorships in such a manner that would preclude State from entering into or selling any category exclusive Local Sponsorships within the inventory controlled by State. Each Contributing Association, including State, will receive two (2) minutes within each Network broadcast of that Contributing Association's Contributed Events to accommodate local sponsor agreements with the understanding that local sales of such time shall in no way limit or restrict the Network's ability to sell national category exclusivities within its inventory. In addition to the aforementioned two (2) minutes, State may purchase additional inventory from the Network for resale for Local Sponsorships based on Network's published rate card in effect at the time of sale (subject to customary discounting packages available from the Network), as the same may be modified from time to time in the Network's discretion, and subject to compliance with applicable Network policies. State shall be solely responsible for managing the specifics and the administrative functions related to the sale of Local Sponsorships and its allocated spots on the Network, including timely delivery of all materials to Network in accordance with Network specifications, with all amounts payable by the applicable local sponsor to be paid directly to and collected by State and retained in full by State. State's Local Sponsorship agreements in existence as of the Effective Date, as fully and accurately identified and defined on Exhibit E attached hereto, will be honored through their current terms as also indicated on Exhibit E with respect to identified naming rights to Post Season Events, whereby the local sponsor is co-branded into the title or description of a specific Post Season Event, and may be extended or expanded at the discretion of State; provided, however, that State will not engage sponsors or advertisers at the national level and will not enter into or sell any exclusive Local Sponsorships in such a manner that would preclude the Network from entering into or selling any exclusive National Sponsorships. For the sake of clarity, State may only engage exclusive Local Sponsorships with respect to State's own Post Season Events.

14. **Compensation.** Subject to the terms set forth below, HoldCo will pay State a Guaranteed Rights Fee and Variable Performance Share, each as set forth below. Additionally, as set forth below, State may be eligible to receive a Re-purposed Programming Rights Fee (as defined below). State acknowledges that HoldCo's obligation to pay such Fees to State are subject in all respects to HoldCo's receipt of payment therefor from the Network. HoldCo will use commercially reasonable to cause the Network to pay such amounts to HoldCo for payment thereof to State in accordance with this **Section 14**.
 - a. **Guaranteed Rights Fee.** HoldCo will pay State an annual base Guaranteed Rights Fee in the amount set forth in Exhibit F attached hereto and incorporated herein provided that State meets the Base Criteria set forth in subsection (d) below. For the sake of clarity, any incremental Guaranteed Rights Fee payable to State for subsequently contributed Rights to the encumbered portions of any Limited Rights Events or Rights to Excluded Events will be set forth in the applicable Supplemental Rights Addendum as contemplated by **Sections 5(d)** and **6**, respectively. If the Renewal Criteria are met in accordance with **Section 2** above, then Guaranteed Rights Fee payable to State during the renewal term shall be as determined based on procedures to be set in good faith by the Board of Managers of the Network; provided, however that in no event will the Guaranteed Rights Fee for State in any year of the renewal term be less than the Guaranteed Rights Fee payable to State in the fifth year of State's initial term, as increased in an amount to reflect any

increase in the Consumer Price Index, as published by the United States Department of Labor, Bureau of Labor Statistics (or the successor index thereof), for the period commencing on the Effective Date and ending on the last day of the initial term or of the immediately preceding year of the renewal term, as applicable.

- b. **Variable Performance Share.** In years in which HoldCo receives a distribution of profits from the Network pursuant to Network's Operating Agreement and consistent with the NFHS Network Agreement, HoldCo agrees that from 81% of such profit distribution, it will pay State an annual Variable Performance Share which shall be calculated based on State's pro rata contribution against performance measures established by HoldCo among aggregate contributions from all Contributing Associations in accordance with the criteria set forth on **Exhibit F** attached hereto and incorporated herein provided that State meets the Base Criteria. As indicated, contributed Repurposed Programming shall be included and counted with the contributed Post Season Events for purposes of determining the total number of contributed events.
- c. **Repurposed Programming Rights Fee.** As applicable and contemplated in **Section 7** above and shown on **Exhibit F** attached hereto and incorporated by reference, State may contribute certain distribution Rights to Excluded Events in the form of Re-purposed Programming under this Agreement (a "Re-purposed **Programming Rights Fee**"). No amount shall be payable to State for Repurposed Programming except as expressly indicated in a Supplemental Rights Addendum.
- d. **Base Criteria.** The "Base Criteria" applicable for determining if State shall receive the Guaranteed Rights Fee and the Variable Performance Share are as follows, determined on an annual basis: (i) State contributes 100% of available Post Season Events to HoldCo; (ii) State contributions of Post Season Events meet or exceed 75% of State's total Post Season Events (including the Excluded Events) calculated in accordance with the formula therefor set forth on **Exhibit F** attached hereto; and (iii) State grants HoldCo broadcast media rights for both Television Distribution and Online Distribution for all Contributed Events (except as to the Limited Rights Events). Declined Events shall be included in all respects as a contributed Post Season Event for purposes of the foregoing determination. If State contributes the aforementioned broadcast media rights to HoldCo but does not meet the other elements of the Base Criteria in any school year, State may be eligible for a reduced Guaranteed Rights Fee and Variable Performance Share as described on **Exhibit F**. Such determination will be made by the Network in consultation with HoldCo in its discretion.
- e. **Payment of Fees.**
 - i. **Guaranteed Rights Fees.** HoldCo will pay to State its Guaranteed Rights Fee for each school year as follows: (i) one third (1/3) of such fees on September 30 and (ii) two thirds (2/3) of such fees on May 30. If State's Effective Date occurs after September 30 but before May 30 in a given school year, then State will receive 100% of its pro-rata payment on May 30.
 - ii. **Variable Performance Share.** All amounts payable to State as a Variable Performance Share will be calculated in arrears on or before June 30 of each year of the term and paid to State on or before the immediately subsequent July 15.
 - iii. **Full Payment.** State acknowledges that the foregoing payments in this subsection (e) constitute full and complete payment hereunder for the Rights and neither HoldCo nor the Network shall have any obligation to pay any other amounts to State or any third party under the NFHS Network Agreement. All payments will be accompanied by reasonable

documentation showing calculation of the applicable payments in a form agreed to by HoldCo and the Network.

- iv. **Audit Rights.** On reasonable written notice to HoldCo, State, at its own expense, shall have the right to have an independent certified public accountant, or other qualified representative of State, inspect and audit the books and records of HoldCo during normal business hours for the sole purpose of determining the correctness of Fees due under this Agreement. In the event State identifies a discrepancy with respect to any Fee equal to or greater than three percent (3%) as a result of the audit, then State will provide written notice to HoldCo of the applicable Fee properly due State discovered as a result of such audit and the costs associated with such audit, and HoldCo will immediately reimburse State such amounts. Holdco agrees that it will require Network to provide audited financials to HoldCo on an annual basis, and that it will include rights for HoldCo to audit Network similar to each Contributing Association's rights to audit HoldCo as set forth in this Section 14(e)(iv).

15. **No Obligation.** HoldCo's sole obligation to State hereunder shall be payment of applicable Fees in accordance with **Section 14** of this Agreement. Accordingly and notwithstanding any other provision in this Agreement, HoldCo shall have no obligation to utilize any content or related materials prepared by State hereunder, or to take any action whatsoever, or to continue any of the foregoing if commenced.

16. **Indemnification.**

- a. **Indemnification by State.** State shall defend, indemnify and hold harmless HoldCo, the Network and its and their parent company and affiliates and their respective officers, directors and employees from and against, without limitation, any and all claims, costs, liabilities, obligations, judgments, fines, penalties, expenses or damages arising from or related to: (i) HoldCo's or the Network's use of State's Marks as authorized hereunder; (ii) any failure of State to have sufficient rights necessary to grant the Rights set forth in this Agreement; (iii) any breach by State of any of State's representations, obligations or warranties set forth in this Agreement; and/or (iv) the State's exercise of its reserved rights.
- b. **Indemnification by HoldCo.** HoldCo shall defend, indemnify and hold harmless State and its officers, directors and employees from and against, without limitation, any and all claims, causes of action and suits arising from or related to: (i) HoldCo's or the Network's failure to perform the obligations under this Agreement to the extent not caused in whole or in part by State or its representatives; and/or (ii) any breach by HoldCo of any of HoldCo's representations, obligations or warranties set forth in the Agreement.
- c. **Indemnification Procedures.** Each party (the "**Party to be Indemnified**") shall provide prompt written notice to the other party (the "**Indemnifying Party**") of the assertion of any claim for which the Party to be Indemnified is to be indemnified under subsection (a) or (b) above, as applicable, provided that that the failure of the Party to be Indemnified to provide prompt written notice will not affect the right to indemnification hereunder except to the extent (and then only to the extent) the Indemnifying Party proves actual damages caused by such failure. The Indemnifying Party shall defend any such claim, at its expense, with the full cooperation of the Party to be Indemnified, as the Indemnifying Party may reasonable request. The Party to be Indemnified shall not settle or compromise any such claim without the prior written consent of the Indemnifying Party unless the Indemnifying Party shall have refused to defend such claim.

17. **Insurance.** HoldCo will use commercially reasonable efforts to cause the Network to maintain in force at all times during the term of the NFHS Network Agreement and at the Network's sole cost and expense insurance including, but not limited to, policies of property, advertisers' liability and commercial general liability insurance, having coverage with limits not less than One Million Dollars (\$1,000,000.00) each. All such policies of insurance shall be primary and non-contributory, shall include contractual liability coverage, and shall be written with a financially responsible carrier licensed to do business in State's location. The Network shall submit to State a Certificate of Insurance as of Launch Date, and on each 1 year anniversary date thereafter, naming State as an additional insured. State's failure to request and/or obtain a Certificate of Insurance from the NFHS Network shall not constitute a waiver of its right to enforce this provision.
18. **Binding Agreement.** This Agreement, once executed, shall constitute a binding and enforceable agreement between the parties. In addition, all previous agreements, verbal or otherwise, or letters of understanding and intent shall be deemed null and void. State hereby grants HoldCo, and the NFHS Network on HoldCo's behalf, the right to pursue all legal and equitable remedies against any third party in connection with an alleged or actual violation of the rights granted to HoldCo by the State under this Agreement and sub licensed to the Network with the NFHS Network Agreement.
19. **Mutual Representations and Warranties.** Each party represents and warrants to the other party as follows:
- a. **Authorization.** The execution and delivery of this Agreement and other agreements executed in connection herewith by it, and the performance by it of its obligations hereunder and thereunder, have been duly and validly authorized by all necessary action on the part of such party, including all action required to be taken by its representatives.
 - b. **Enforceability.** This Agreement and all agreements to be executed in connection herewith have been duly executed and validly delivered by it, and constitute the valid and binding obligations of it, enforceable in accordance with their terms, and consummation of the transactions contemplated by them will not result in a breach of (or constitute a default under) any contract or agreement by which it may be bound or affected.
 - c. **No Infringement.** Each party has all rights necessary to grant the rights set out in this Agreement to the other party, and no exercise of such rights by the other party, or, in the case of HoldCo, by the Network, will infringe or violate the rights of any third party.
20. **Breach And Termination.**
- a. **Termination for Breach by a Party.** Either party may terminate this Agreement if the other party is in material breach of the Agreement and fails to cure such breach within thirty (30) days after its receipt of written notice from the terminating party detailing the breach. It is agreed that, notwithstanding the third and fourth sentences of **Section 14** above, any failure by HoldCo to pay State the Fees required under this Agreement when due, regardless of whether it has received corresponding payment from Network, shall be deemed a material breach of this Agreement giving State the right to terminate this Agreement subject to the written notice and cure period set forth in the foregoing sentence. Such right may be exercised by written notice from State to HoldCo, and it shall be HoldCo's sole responsibility to provide timely notice of the same to Network. Effective immediately upon notice of such termination, all Rights as to future Contributed Events are withdrawn from HoldCo and shall revert back to State immediately and automatically.
 - b. **Termination for Breach by a Non-Party.** Either party may terminate this Agreement (i) if the

Network fails to meet the State's Minimum Production Commitment or materially breaches the production quality standards referenced in **Section 9** above and fails to remedy such deficiency within thirty (30) days after receipt of written notice from State detailing such deficiency, or (ii) immediately on termination of the NFHS Network Agreement for a material uncured breach by the Network.

- c. **Termination for Other Reasons.** Either party may terminate this Agreement immediately upon written notice to the other party upon the occurrence of any of the following events:
- i. A court of competent jurisdiction files an order (1) adjudicating the other party, the Network, or POS as bankrupt, (2) appointing a trustee or receiver over all or a substantial portion of the other party's, the Network's, or POS's property, or (3) approving a petition for, or effecting an arrangement in, bankruptcy or any other judicial modification or alteration of the rights of creditors of the other party, the Network, or POS.
 - ii. The other party, the Network, or POS (1) consents to any assignment for the benefit of its creditors or (2) admits in writing as to its inability to pay its debts as they become due; or
 - iii. The other party, the Network, or POS liquidates or dissolves.
- d. **Termination Based on Achievement of Renewal Criteria.**
- i. Notwithstanding anything to the contrary herein, if the Renewal Criteria are not met with respect to all or substantially all of the Contributing Associations on or prior to July 31, 2019, then this Agreement shall automatically terminate effective as of July 31, 2019, unless otherwise extended by Contributing Associations that constitute a Minimum Commitment of Contributing Associations, in which event such extension shall be binding on each Contributing Association (and only such Contributing Associations) that expressly extends its agreement with HoldCo and any Contributing Association who was not a Contributing Association as of August 1, 2013 and therefore has a portion of its initial term remaining.
 - ii. Notwithstanding anything to the contrary herein, if the Renewal Criteria are met with respect to all or substantially all of the Contributing Associations on or prior to July 31, 2019, then this Agreement shall terminate effective as of July 31, 2024, unless otherwise extended by mutual agreement of the parties.
- e. **Effect of Termination.** Upon the expiration or early termination of this Agreement all Rights granted pursuant to this Agreement shall immediately cease and revert back to State, specifically including the rights to produce Contributed Events occurring on or after the effective date of termination. HoldCo and State shall cooperate with one another to provide a reasonable transition period to wind-down the relationship and allow for orderly removal of the Original and Re-purposed Programming featuring Contributed Events from the Portal and other distribution channels, and the delivery to State of the files contemplated by Section 4(b) above. After such expiration or early termination neither party shall make any statement or reference regarding any ongoing relationship between the parties.

21. **Business Judgment Acknowledgment** State acknowledges and agrees that good faith business decisions by the management of the Network in the selection and distribution of the Rights can and will impact its Variable Performance Share as compared with all other Contributing Associations. Not all Rights can or will be treated equally, which will result in inequalities among all Contributing

Associations with respect to State's Variable Performance Share. Without limiting the generality of the foregoing, for illustrative purposes only, the relative distributive shares payable to each Contributing Association will vary based on the Network's choices about which Rights to select, produce, and distribute, what level of production quality to employ for each produced event, and which events are the recipients of the Network's limited marketing and promotional resources. The Network will be guided in its decision-making by what it determines will best promote the long-term, over-all financial success of the Network, subject to Network's consideration of the tax-exempt purposes set forth in its Operating Agreement.

22. **Limitation of Liability.** Except for the indemnification obligations set forth in **Section 16** herein, neither party will be liable to the other party for any punitive, incidental, indirect, special, reliance or consequential damages including lost business, revenue, or anticipated profits, whether based on breach of contract, tort (including without limitation negligence), or otherwise, and whether or not either party was advised of the possibility of such loss or damage. In addition to the foregoing, except for the indemnification obligations set forth in **Section 16**, the parties shall not be liable to either party its employees, contractors, agents or invitees for any injury to or death of either parties employees, contractors, agents or invitees, whether based on tort (including without limitation negligence), or otherwise, unless prohibited by law, as currently interpreted and enforced. Further, in no event will either party hereto be liable to the other party for an amount in excess of the fees paid by HoldCo to State, regardless of the nature of the claim or claims.
23. **Publicity.** State may not use HoldCo's or Network's or any of their respective affiliates' respective names or trademarks in any manner that is contrary to or adversely affects the goodwill associated with such names or trademarks. The parties will use reasonable efforts to coordinate on any major press releases and announcements related to this Agreement.
24. **Miscellaneous.**
- a. **NFHS Approval.** State acknowledges that NFHS has agreed in concept to the formation of HoldCo and to provide a working capital loan in the amount of up to One Million Five Hundred Thousand Dollars (\$1,500,000) to HoldCo, for the benefit of the Network, in accordance with the terms thereof.
 - b. **Mediation.** If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration, litigation, or some other dispute resolution procedure. Each Party agrees to bear its own costs at mediation and arbitration.
 - c. **Force Majeure.** Neither party hereto shall be liable for its failure to perform hereunder due to occurrences beyond its control including, but not limited to, war, riots or civil unrest, strikes, labor stoppages or other labor actions, acts of God, fire or other casualty, accidents or act of sabotage, or acts of governmental agencies and/or governmental legislatures.
 - d. **Notices.** Whenever under this Agreement provision is made for any payment, demand, notice or declaration of any kind, or where it is deemed desirable or necessary by either party to give it shall be in writing and served either personally, delivered to Federal Express or another reliable courier service which provides written evidence of delivery, or sent by United States mail, certified, return receipt requested, postage and any other fees prepaid, addressed to the party (ies) at the addresses set forth below or at such address as either party may advise the other in writing from time to time.

To HoldCo:

NFHS HoldCo, LLC
160 Greentree Drive, Suite 101
Dover, DE 19904
Phone Number: 317-972-6900
Fax Number: 317-822-5700
Contact: Mr. Davis Whitfield
Email: dwhitfield@nfhs.org

To State:

Kansas High School Activities Association
601 SW. Commerce Place
Topeka, KS 66615

Phone Number: 785-273-5329
Fax Number: 785-271-0236
Contact: Bill Faflick, Executive Director
Number: _____
Email: bfaflick@kshsaa.org

Notices given hereunder shall be deemed to have been given on the date of personal delivery or the date of the certified mail receipt signed by the recipient.

- e. **Prior Agreements Superseded.** This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions, or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that is not fully expressed in this Agreement.
- f. **Form and Construction.** The headings used in this Agreement are for convenience of reference only and do not constitute substantive matter to be considered in construing the terms of the Agreement. As used in this Agreement the masculine gender shall include the feminine and the singular form of words shall include the plural, or vice versa, as necessary in order that this Agreement may be interpreted so as to conform to the subject matter actually existing.
- g. **Binding Effect.** This Agreement is binding on and shall inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.
- h. **Amendments.** Only a written instrument executed by all of the parties may modify this Agreement except that certain Exhibit hereto may be updated from time to time as specifically contemplated herein.
- i. **No Partnership.** Nothing contained in this Agreement shall be deemed or construed by the parties or by any third party to create the relationship of principal and agent, partnership or joint venture, employer-employee or to create any association between the State and HoldCo except as described herein. Neither party shall have the power to obligate or bind the other party in any manner whatsoever.

- j. **Third Party Beneficiary.** The parties agree (i) that the Network (and no other party) is a third party beneficiary as to the obligations imposed on State and HoldCo under this Agreement and as to the rights, privileges, and/or remedies conferred upon HoldCo; (ii) that Network is entitled to all of the rights, privileges and/or remedies associated with such third party beneficiary status; and (iii) that nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third person or any party to this Agreement. The parties acknowledge that Network's rights hereunder are a material part of the consideration to HoldCo in connection with the Agreement.
- k. **Assignment.** Neither party may assign or transfer this Agreement, in whole or in part, or any rights, responsibilities, obligations, or licenses hereunder, except that HoldCo may and shall assign its rights to the Network in connection with the sub-license contemplated hereunder.
- l. **Waiver.** A waiver or indulgence of any breach of any term, condition, covenant or warranty contained in this Agreement shall not be deemed or construed as a waiver of other provisions, affect the validity of the remainder of this Agreement or constitute a waiver of any preceding or succeeding breach of the same or any other provision hereof.
- m. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive, but shall, wherever possible, be cumulative with all other remedies at law or in equity.
- n. **Compliance with Laws.** Each party will comply with any and all applicable local, city, county, state and federal laws, regulations and orders now in effect or which may hereafter be enacted pertaining to or affecting the subject matter of this Agreement.
- o. **Corporate Authority.** The parties to this Agreement represent that the signatories herein below are fully authorized and empowered by valid corporate resolution to execute this Agreement and bind the parties on whose behalf they sign same.
- p. **Governing Law.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Kansas.
- q. **Severability; Construction.** Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.
- r. **Costs of Enforcement.** State and HoldCo shall take all reasonable and necessary steps at their respective cost to protect and enforce their respective rights in this Agreement.
- s. **Obligations of the Network.** For any obligation herein imposed upon the Network and not otherwise expressly qualified herein, HoldCo agrees to use commercially reasonable efforts to cause the Network to perform such obligation in all respects in accordance with this Agreement.
- t. **Further Action.** Each party agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

[End of Miscellaneous]

EXHIBIT A
STATE MARKS

EXHIBIT B

RIGHTS GRANTED

For the sake of clarity, all Postseason Events of State are included in the grant of rights for the Agreement.

Sport/Activity	Description	Platform
Football	All Postseason Events in the sport	Digital
Soccer	“ “	Digital
Cross Country	“ “	Digital
Basketball	“ “	Digital
Cheerleading	“ “	Digital
Baseball	“ “	Digital
Softball	“ “	Digital
Track & Field	“ “	Digital
Tennis	“ “	Digital
Volleyball	“ “	Digital
Swimming/Diving	“ “	Digital
Wrestling	“ “	Digital
Gymnastics	“ “	Digital
Golf	“ “	Digital
Bowling	“ “	Digital

EXHIBIT C
EXCLUDED EVENTS

None.

EXHIBIT D

MINIMUM PRODUCTION COMMITMENTS

Contributed post-season finals (events, meets, and matches) from all sports, as governed by Network policies that may change from time to time.

Network and State will work in good faith to determine the comprehensive content package of coverage for State Postseason Events in all sports, with the understanding that State has a prior history of coverage of Postseason Events.

EXHIBIT E


**EXISTING PROTECTED LOCAL SPONSORSHIP(S)
AND APPLICABLE DURATION**

Existing Local Sponsors of Contributed Events

TBD

EXHIBIT F

FEES¹

- a. **Guaranteed Rights Fees.** The annual Guaranteed Rights Fee payable to State is set forth in the following chart. 

Year	School Year	Right Fee
1	2019-20	\$45,000
2	2020-21	\$45,000
3	2021-22	\$45,000
4	2022-23	\$45,000
5	2023-24	\$45,000

The formula used for calculation of the Base Criteria contemplated in Section 14(d)(ii) shall be:

Contributed Events

(Excluded Events + Contributed Events)

For purposes of the foregoing formula, subsequently contributed Rights to Excluded Events as contemplated in Section 6 of the Agreement shall be considered as Contributed Events.

- b. **Variable Performance Share.** The Network shall calculate HoldCo's percentage of profits from Network profits according to HoldCo's ownership in the Network and that amount will be distributed to HoldCo ("**HoldCo Profit Share**"). HoldCo's Profit Share will include a distribution amount payable to NFHS and a distribution amount to be paid to all Contributing Associations as a group. HoldCo shall be solely responsible for determining that aggregate amount based on ownership interests in HoldCo as NFHS and the Contributing Associations as a group (i.e., in the aggregate). Funds will be distributed by HoldCo to each Contributing Association based on defined performance metrics determined by HoldCo, which may be revised from time to time on notice from HoldCo, and this amount shall constitute the State's Variable Performance Share

1

HoldCo will develop a modified Fee arrangement applicable to Non-Contributing Associations who elect to convert to Contributing Associations after August 1, 2013, which will take into account entry date and Network profitability as of such entry date. It is further anticipated that the modified arrangement will impact the applicable State's Variable Performance Share by effectively ensuring that all Contributing Associations have an equal period of participation as a Contributing Association before they become eligible for the Variable Performance Share. For example, if the Network is profitable in its original year 3 of operations and pays HoldCo a percentage of profits for that year, a new Contributing Association will not be eligible for a Variable Performance Share until its third year of participation.

c. **Re-purposed Programming Rights Fee.**

Applicable Not Applicable

If applicable, the Re-purposed Programming Rights Fee payable by Network to State shall be determined as follows: **[SEE FOLLOWING PAGE]**

Network Contributed Repurposed Programming Events and Fee Structure

As contemplated in **Section 7** of the Agreement, the Network will sub-license media rights from Excluded Events as Repurposed Programming if it can be accommodated within the provisions of an existing State Association contract. The Network will work with Contributing Associations individually to understand opportunities to sub-license, syndicate, or re-purpose Excluded Events that are produced and distributed by a third party.

Media rights to Excluded Events that could be contributed to the Network as Re-purposed **Programming** include:

- Non-exclusive live TV simulcast outside a defined geographic region;
- Exclusive or non-exclusive live and on-demand streaming;
- Exclusive or non-exclusive tape delayed television broadcast; and,
- DVD creation and exclusive sales rights.

For live distribution, the Network would require a clean or final program feed, from the producer, of any Excluded Event and would be responsible for all costs and efforts for any transmission of the Network feed to its destination. For any tape delayed broadcasts, the Network would provide resources to record a live program feed. For DVD sales, the Network would require a DVD master copy.

As set forth in the Agreement, all Excluded Event content that is syndicated to the Network will retain State Association broadcast elements that exist within the events, and embedded sponsors will be protected, with no alteration within the broadcasts.

EXHIBIT G

LIMITED RIGHTS EVENTS

The Network will work with State Associations to accommodate the terms of existing local distribution agreements that apply to contributed Post Season Events (i.e. Limited Rights Events) so as to make the unencumbered Rights available to Network.

Limited Rights Events may only be accommodated under the following conditions:

- i. The Limited Rights Events are produced exclusively for in-market live, tape-delayed, or VOD cable distribution;
- ii. The Limited Rights Events are funded through local cable budgets;
- iii. The third party agreement(s) for the subject Limited Rights Events do not have any restrictive provisions applicable to any Post-Season Event other than those specifically listed as encumbered on Exhibit G; and
- iii. The Network holds exclusive online rights to the Limited Rights Events.

Under such circumstances, these Limited Rights Events may be included as eligible contributed Post Season Events and will be counted towards the Base Criteria.

Limited Rights Events:

None.

EXHIBIT H

NETWORK MINIMUM RATE CARD

[See Next Page]

NFHS Network Declined Event Production and Fee Structure

1. Third Party Productions: Terms and Requirements.

The below fees represent the minimum amounts a State Association must charge for a Declined Event. No Contributing Association is required to allow a commercial third party to broadcast a Declined Event, and the granting of permission is at the discretion of each Contributing Association.

Contributing Associations may choose to increase these fees and add in other restrictions pursuant to their current media policies.

Football

Internet Stream	School or Neutral Site	Championship Site
Live	\$125	\$125
Delayed/On-Demand	\$125	\$125
Television Broadcast	School or Neutral Site	Championship Site
Live	\$2000	\$2000
Delayed/VOD	\$750 Teared	\$1,500 Teared

Basketball

Internet Stream	School or Neutral Site	Championship Site
Live	\$125	\$125
Delayed/On-Demand	\$125	\$125
Television Broadcast	School or Neutral Site	Championship Site
Live	\$1,000	\$2,000
Delayed/VOD	\$750 Teared	\$1,500 Teared

All Other Sports

Internet Stream	School or Neutral Site	Championship Site
Live	\$2000	\$2000
Delayed/On-Demand	\$750 Teared	\$1,500 Teared
Television Broadcast	School or Neutral Site	Championship Site
Live	\$500	\$1,500
Delayed/VOD	\$250	\$750

A DVD or electronic copy of the third party produced Declined Events must be provided to the Network within 72 hours from the initial airing of the Declined Event as a condition of the sub-license

2. **School-Based Productions: Terms and Requirements.** Schools may elect to produce Declined Events for streaming on the Network. The following terms and requirements shall apply to those circumstances. Fees for Internet streamed events produced by a State Association member school (“School”) will be waived as long as the event is exclusively distributed either live or delayed on the Network using the Network video streaming and technology infrastructure. Streaming software and access to the Network will be made available to Schools at no cost, provided that the School utilizes both the consumer subscription platform and video player offered by the Network as its sole means of distribution.

School-based productions must include students on the production crew, must be supervised either directly or indirectly by a School administrator, and use broadcast equipment under the control of the School.

3. **Event Matrix.** The following table and footnotes illustrate the different scenarios (**ability to produce and fee requirements**) for Schools and third-party media companies to produce content for Network Rights-held events.

Entity	NFHS Network Produced Event	NFHS Network Declined Event
School streaming <u>exclusively</u> to the NFHS Network	Limitations Apply ⁽¹⁾ <u>No</u> Rights Fee paid by School	Yes, with <u>No</u> Rights Fee paid by School
School <u>not</u> streaming to the NFHS Network	No	Yes, with Rights Fee
Third Party Media Company	No	Yes, with Rights Fee

Note (1): For schools that have a team in an event that the NFHS Network is producing, and requests to produce the event with a school-staffed production group as defined above, the following limitations apply:

- a. Space permitting; The NFHS Network has location priority for booth, camera locations, talent, and technical support.
- b. No live streaming
- c. No live television
- d. On-demand (delayed) streaming is permitted, with no restriction on airing after the event concludes.
- e. Only team vs. team events are allowed; no events or meets with multiple participating schools in the same event.
- f. The event is not the State final or championship of a State sport.

EXHIBIT I

COMMERCIAL MATERIALS GUIDELINES

Advertising that shall be false, misleading, deceptive, offensive or in poor taste shall be subject to rejection and/or a requirement that it be edited. All advertisements must comply with the applicable laws, rules and regulations of the countries or territories covered by the applicable transmission/broadcast. Without limiting the generality of the foregoing, certain categories of advertisements will not be accepted without prior consent, which such consent may be withheld for any reason whatsoever. These categories include the following:

1. Advocacy Advertisements. An advocacy advertisement is any advertisement that advocates a political, religious or controversial public position.
2. Cigarettes or Tobacco Advertisements.
3. Betting or Gambling Advertisements.
4. Firearms Advertisements.
5. 900 Phone Number Advertisements.
6. Contraceptive Advertisements.
7. Tattoo Parlor and Body Piercing Advertisements.
8. "NC-17" Rated Movie Advertisements.
9. Adult Entertainment Advertisements.
10. "R" Rated Movie Advertisements.
11. "M" Rated Electronic (computer or video) Games Advertisements.
12. Hard Liquor Advertisements.
13. Beer, Wine, or other Alcoholic Beverage Advertisements
14. "High Risk" Investments (e.g., commodities, options, foreign exchange) Advertisements.
15. "High Risk" Business Opportunities (e.g., "get rich quick" schemes and business opportunities) Advertisements.
16. "High Risk" Health Offerings.