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August 17, 2017

Mr. Jim Demler
Athletic Director
Larry A. Ryle High School
10379 U.S. Hwy 42
Union, KY 41091

Dear Mr. Demler:

The following will serve as an Agreement ("Agreement") between Paragon Marketing Group L.L.C. ("PMG") and Larry A. Ryle High School ("LARHS") of Union, Kentucky in regards to LARHS participating in a boys' varsity football game against Cathedral High School ("CHS") of Indianapolis, Indiana on Friday, September 29, 2017 (such football game, the "Event"). LARHS agrees to have its football team play in the Event according to the terms in this Agreement.

1. Event

The details of the Event are as follows:

- Event Name: ESPN High School Football Showcase
- Sport & Level: Boys Varsity High School Football
- Teams: Cathedral HS (IN) vs. Ryle HS (KY)
- Event Date: Friday, September 29, 2017
- Kick-Off Time: 8:00PM BST*
- Venue: Ryle High School, Union, KY
- Television: Live Coverage on ESPNU*
- Halftime: 20 minutes

*Network and airtime is subject to change by ESPN if unforeseen circumstances arise

PMG intends to televise the Event live on ESPNU on Friday, September 29, 2017 ("Telecast"). The Telecast of this Event is contingent upon PMG and ESPN securing sufficient sponsorship dollars to fund the production of the Telecast. If sponsorship funding is not secured then PMG at its sole discretion has the right to cancel the Telecast. However the staging of the Event and all other responsibilities herein will remain intact between both parties regardless.

2. Event Staging and Venue

It is the intention of PMG and ESPN to have the Event take place at Ryle High School in Union, KY ("Venue"). However, the site of the Event is contingent upon a site survey by PMG and ESPN. If either PMG or ESPN, in their sole opinion, do not find Ryle High School to be suitable for this Event, PMG has the right to move the event to another location mutually agreed upon by PMG, LARHS, and CHS (and such parties will not unreasonably withhold, condition or delay such agreement) or cancel the Telecast.

As the Event owner, LARHS is fully responsible and will incur all costs associated with staging the Event including but not limited to securing the teams, set-up, security, referees, game stats and scoreboard crew and all related operations except where specifically noted in this Agreement.

If the Event is held at Ryle High School, LARHS will make the Venue available on Thursday, September 28, 2017 for production crew set-up. All production crews, camera, cable and trucks will be removed from the stadium immediately after the Event is complete on September 29, 2017.

3. Television Production & Distribution

PMG intends to televise the Event on ESPN. The Event will be televised based upon PMG and ESPN finalizing an Agreement to televise the game and securing adequate sponsorship funding to support the Telecast. If the Event is televised, PMG and ESPN will incur and be responsible for all costs associated with the television production and distribution of the Event. ESPN retains the right to change the airtime and network. If the Telecast does not take place on one of the ESPN Networks, the Event and all other elements of this Agreement will still take place and be in effect as described herein.

4. Event Sponsors

It is PMG's intention to secure one (1) title sponsor as well as presenting sponsors for the Event and Telecast. In keeping with the theme of high school sports, PMG will not secure sponsors for the Event and Telecast in the following categories: alcohol, tobacco, gambling, prophylactics, or R-rated movies. Notwithstanding the foregoing, the parties acknowledge and agree that PMG will have no responsibility for the content of any advertising, marketing, or promotional materials used by any sponsor in connection with the Event.

5. Grant of Rights

LARHS hereby grants PMG:

A. Telecast Rights

The exclusive right to feature the LARHS football team in its Telecast of the Event on a live and/or tape delayed basis in any and all forms of media and to use the LARHS trademarks, logos and other identifying features to be provided to PMG ("the LARHS marks"), for the purpose of the Event, Telecast and all marketing, promotional and advertising activities related to the Event and Telecast. LARHS hereby recognizes that PMG will own the exclusive worldwide media rights including but not limited to television and internet in perpetuity to the Event as described herein. LARHS recognizes that PMG will transfer said rights to ESPN and that ESPN will be the sole owner of the Telecast, its copyright and all its constituent elements. LARHS also guarantees that it has secured appropriate rights for PMG to use the LARHS trademarks, logos and other identifying features to be provided to PMG for the purposes of the Event and Telecast.

As a result, it is understood that ESPN will have the exclusive, perpetual right to distribute, transmit, exhibit, license, advertise, duplicate, promote, perform, telecast and otherwise exploit (collectively, "distribute") the Event and its/their constituent elements and any other material pertaining to the Event in ESPN's possession and control throughout the universe, by all means and media now known or subsequently developed, on a live and/or delayed basis, without limitation as to the number of uses. ESPN also has the right to make reproductions of the Telecast and its/their constituent elements and to use, exhibit and deal with those reproductions in any manner or media whatsoever, including but not limited to the right to incorporate the Telecast and/or its/their constituent elements into other works for commercial profit. However, LARHS has right of prior approval to:

1. Any and all uses of the LARHS trademarks in connection with promotion and marketing of the Event and Telecast as controlled by PMG.

- ii. Notwithstanding the foregoing, LARHS recognizes that ESPN will promote the Telecast and may do so at its discretion without formal approval from LARHS as long as the promotion is done in a manner that is consistent with industry-standard guidelines used for how the network promotes telecasts of high school and college football games.

B. Venue Access

At the Venue, LARHS will secure the use of suitable space and locations, as PMG, ESPN and LARHS may determine, for its announcers and for the installation and operation of all microphones, television cameras, lighting and related equipment to be used by PMG and ESPN in connection with the production of the Telecast. PMG and ESPN shall have the right to install, maintain in and remove from the Venue and the surrounding premises such wires, cables and equipment as may be necessary for its coverage of the Event, but such facilities shall not substantially interfere with the use of the Venue or with any of the means of ingress or egress. ESPN shall have the right to bring into or adjacent to the Venue mobile units for the transportation of equipment and personnel. Employees and agents of PMG and ESPN shall be admitted to the Venue free of charge to the extent necessary to accomplish the production of the Event. LARHS shall not grant access to the Event to any other videotape or film crew with the exception of legitimate local news organizations without the express written consent of ESPN and PMG. No news organization or other entity may air any coverage of the Event while the Telecast is airing live on ESPN. News organizations will be allowed to air up to two minutes of footage from the Event within the first 24 hours of completion of the Event. In addition, PMG and ESPN have first priority for all camera positions.

C. Sponsorship and Sideline Rights

LARHS agrees and recognizes that PMG exclusively owns and controls all in-venue sponsorship rights, including but not limited to:

- i. Exclusive right to display sideline, end-zone and in-venue signage for national and local sponsors of the Event. LARHS agrees not to display camera and non-camera visible in-venue signage and on-field painted or marked advertising that conflicts with PMG's sponsors in any and all advertising categories including but not limited to: insurance, athletic shoe, athletic equipment and apparel, automotive, deodorant and body wash, ~~water and/or isotonic and/or supplement beverages~~, Quick Service Restaurants, and military. PMG will have the right to cover or remove signage that may exist at Ryle High School Football Stadium if it conflicts with a PMG/ESPN sponsor of the Event. RG
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- ii. Exclusive right to stage on-site promotion for a branch of the armed services which would include the following:
 - i. Ceremonial Color Guard during the National Anthem.
 - ii. Use of commemorative coin in the pre-game coin toss.
 - iii. On-site recruiting table with pull-up bar.
 - iv. Inflatable drill sergeant display.

6. ESPN Production Requirements

LARHS will provide the following materials and information to ESPN's production team at least ten (10) days prior to the Event:

- A. Player headshot photographs that follow the guidelines provided by ESPN.
- B. Information gathering lists that outline the High School's history and other pertinent information that ESPN's production team requires for the broadcast.
- C. Team Roster with positions.
- D. Coaches' questionnaire to be filled out by the Head Coach and top Assistant Coaches.
- E. Player questionnaires to be filled out by all players.

7. Telecast Ownership

PMG owns all rights, title and interest in the Telecast in all media whether now known or hereafter devised, through the universe in perpetuity including without limitation, television, on-line webcast, motion picture films, newspapers and magazines and in all forms including without limitation, for advertising, publicity or promotional purposes. LARHS recognizes that PMG will fully transfer all rights, titles and interest in the Telecast to ESPN.

8. Telecast Sponsorship Revenue

LARHS recognizes and agrees that PMG will exclusively retain all Telecast related revenue including revenue generated from the sale of national and local sponsorships in the Event and Telecast.

9. Representations and Warranties

LARHS represents and warrants to PMG that:

- A. It has the full power and authority to make and perform this Agreement.
- B. It has all rights necessary to its grant of rights to PMG in this Agreement.
- C. The making and/or performance of this Agreement does not violate any agreement with any third party.
- D. The rights PMG has acquired and its exploitation of those rights pursuant to this Agreement does not and will not infringe on or violate the rights of any third party.
- E. It will do nothing to interfere with or impair any of PMG's rights in this Agreement.

PMG represents and warrants to LARHS that it has the right to enter into this Agreement and perform all of its obligations pursuant to this Agreement.

10. LARHS Compensation

In-exchange for the grant of rights and AMHS's participation in the Event and Telecast, PMG will pay LARHS a rights fee of one thousand dollars (USD \$1,000.00) if the Event is broadcasted on ESPNU. Said rights fee will be paid to LARHS by October 29, 2017.

11. KHSAA Clearances

LARHS will secure any Kentucky High School Athletic Association ("KHSAA") rights and permissions needed for the Event and Telecast to take place live on ESPNU and warrants that its participation in the Event

and Telecast does not violate any KHSAA guidelines, by-laws, regulations or any other rules or restrictions promulgated by KHSAA.

12. Insurance

PMG will secure general event liability insurance for the Event and will name LARHS as an additional insured.

LARHS will secure and maintain General Liability and Athletic Participant Liability insurance and will name PMG and ESPN as additional insureds.

13. Indemnification

*Added
per
Gerry
Dusing*
To the extent permitted by law, PMG agrees to indemnify and hold LARHS harmless from any and all liabilities, obligations, losses, claims, lawsuits, damages, injuries, costs and expenses arising out of or in connection with any willful misconduct or gross negligence on the part of PMG, its employees, representatives, or agents in connection with its performance of its obligations to LARHS under this Agreement.

To the extent permitted by law, LARHS agrees to indemnify and hold PMG and its affiliates harmless from, any and all liabilities, obligations, losses, claims, lawsuits, damages, injuries, costs and expenses arising out of or in connection with any act or omission, willful misconduct or negligence on the part of LARHS, the members of its football team, football coaches, staff, trainers, administrators, employees, representatives, agents or guests.

14. Force Majeure

If the staging or the Telecast of the Event should be prevented or canceled due to any act of God, inevitable accident, strike or other labor dispute, fire, riot or civil commotion, government action or decree, inclement weather, failure of technical, production or television equipment, or for any other reason beyond the control of PMG or LARHS then neither PMG nor LARHS shall be obligated in any manner to the other with respect to the Event or Telecast, but all other rights PMG may have in pursuant to this Agreement shall remain in effect and shall not be affected in any manner. If, however, the Event should be postponed or delayed, then PMG shall have the right to elect to Telecast the Event on its scheduled date in accordance with all of the terms hereof or to not Telecast the rescheduled Event, in which case PMG shall not be obligated in any manner to LARHS therefore.

15. Confidentiality

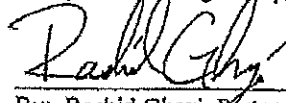
All financial terms and conditions of this Agreement will remain confidential between PMG and LARHS and will not be disclosed to any third party unless applicable state law requires release of such information. In addition, LARHS will not publicly or privately disclose or discuss any details about the Event or ESPN Telecast until after a formal press release has been written and sent to the media by PMG.

Mr. Demler, we appreciate your efforts and look forward to Larry A. Ryle High School participating in what should be an outstanding football Event and Telecast. In the meantime, please feel free to call with any questions or comments.

If the terms of this Agreement are acceptable, please have an authorized representative of LARHS indicate its acceptance by signing below and returning a copy to my attention. This document will serve as a final and binding Agreement between the parties and is contingent upon PMG also receiving a signed Event participation Agreement from CHS. Notwithstanding all terms and conditions in this Agreement shall remain the same.

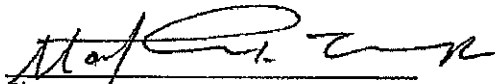
Very truly yours,

Paragon Marketing Group, LLC


By: Rashid Ghazi, Partner

Accepted and agreed by an authorized representative of Larry A. Ryle High School who represents and warrants that he/she has the full right, power and authority to enter into this Agreement and to perform the obligations granted to PMG under this Agreement:

Matthew L. Turner
Name


Signature

Principal, Larry A. Ryle High School
Title

8/17/2017
Date