

## NAMING RIGHTS AGREEMENT

This Naming Rights Agreement (the "Agreement") is effective this 1<sup>st</sup> day of January, 2024, by and between First Community Credit Union (hereinafter "FCCU") and Perfect Game Incorporated (hereinafter "PG"), and subject to the approval of City of Chesterfield City Council. Throughout this Agreement FCCU and PG may be collectively referred to as the "parties".

### RECITALS

WHEREAS, PG has leased and operates certain real property and facilities currently known as the CVAC, located at 17925 N Outer 40 Rd, Chesterfield, MO 63005 with the right to grant sponsorships and naming rights to local businesses; and

WHEREAS, the CVAC consists of ballfields, lighted fields for night use, a multi-purpose building (fieldhouse), concession areas (cafes), scoreboards, signage and other amenities; and

WHEREAS, the parties desire to enter into a naming rights agreement pursuant to which PG will grant FCCU the exclusive naming rights with respect to the CVAC in return for certain benefits set forth below.

NOW THEREFORE, in consideration of the foregoing premises and mutual covenants herein contained, the parties hereby agree as follows:

### ARTICLE I. TERM AND TERMINATION

1.01 Term. The initial term ("Term") of this Agreement shall be five (5) years, commencing on January 1, 2024 and ending on December 31st, 2028, unless otherwise terminated in accordance with the terms and provisions contained herein; **provided, however**, that prior to the expiration of the Term and prior to PG soliciting or entertaining any offers from any third party regarding a naming rights agreement with respect to the CVAC, PG hereby grants to FCCU the first right of negotiation to enter into a renewal term ("Renewal Term") of this Agreement (it being agreed that, for a period of thirty (30) days following the initiation of negotiation between the parties hereto which such initial negotiations shall commence no later than forty-five (45) days prior to the expiration of the Term, PG and FCCU shall negotiate exclusively and in good faith regarding such Renewal Term unless FCCU notifies PG in writing prior to the conclusion of such period that FCCU is not interested in entering into a Renewal Term and, unless a Renewal Term shall have been executed by the parties hereto during such thirty (30) day period, PG shall thereafter be permitted to solicit and entertain offers from any third party for the naming rights with respect to the CVAC subject to the terms and conditions set forth hereafter). In addition to the preceding first right of negotiation and before entering into a naming rights agreement with respect to the CVAC with any third party (whether at the behest of the third party or on the initiative of PG), PG shall first offer FCCU the option to enter into a Renewal Term on the same commercial terms being offered to such third party. In the event that FCCU does not consent to the terms and conditions presented by PG within a period of fourteen (14) days of presentation by PG, then within sixty (60) days thereof PG may freely provide such third party with a naming rights agreement with respect to the CVAC on commercial terms no less favorable to PG.

- 1.02 Termination for Default. Upon occurrence of an event of default, the non-defaulting party shall have the right to terminate this Agreement upon thirty (30) days' notice, subject to the cure provisions described in Section 10.01(a) and (f); provided, that PG shall have the right to terminate this Agreement immediately upon an event of default specified in Section 10.01 (b), (c), or (e), and FCCU shall have the right to terminate this Agreement immediately upon an event of default specified in Section 10.01(d) or (e).
- 1.03 Termination. At the end of the Term, or upon earlier termination of this Agreement in accordance with the terms herein, the rights and privileges granted under this Agreement shall immediately terminate, and the parties shall terminate the use of the Name (as defined in Section 2.01), Logo (as defined in Section 3.01), and all other Sponsor Marks (as defined in Section 3.01) in connection with any licensed goods and/or services. PG will provide FCCU with reasonable and secure access to the CVAC for the purpose of and FCCU shall be responsible for removing the Name, Logo and/or Sponsor Marks and related signage and labeling from the CVAC and all costs associated therewith shall be shared equally amongst the parties ("Signage Costs"). If FCCU has not removed such items from the premises of CVAC within thirty days (30) after the date of the expiration or termination of this Agreement, PG may engage the services of a third party to provide such removal. Upon FCCU's request, PG shall furnish FCCU with reasonable written documentation of any Signage Costs paid to a third party for removal services. Notwithstanding any of the foregoing, in the event of a breach by either party hereto that results in the termination of this Agreement, the breaching party shall be responsible for removing the Name, Logo and/or Sponsor Marks and related signage and labeling from the CVAC within ten (10) days of the date of termination of this Agreement at the sole cost of the breaching party. If such defaulting party fails to remove the Name, Logo and/or Sponsor Marks and related signage and labeling from the CVAC within such ten (10) day period, the non-defaulting party shall have the right to remove the Name, Logo and sponsor Marks and related signage and labeling from the CVAC and the breaching party shall reimburse the non-breaching party for all such Signage Costs. In such case and upon the breaching party's request, the non-breaching party shall furnish the breaching party with reasonable written documentation of all Signage Costs.
- 1.04 Disposal of Property after Termination. Any and all property belonging to FCCU, which may be found on the premises of the CVAC, and which is not removed by FCCU within thirty (30) days after the date of the expiration or termination of this Agreement, may be handled, removed or stored by PG at the risk and expense of FCCU.
- 1.05 Transition. Except in the event of a FCCU termination by reason of uncured breach hereof by PG, FCCU agrees that, following termination hereof for any other reason, it will reasonably cooperate with PG in its efforts, at the sole expense of PG, to transition to a new or replacement naming rights sponsor, provided such cooperation shall not entail material time or efforts on behalf of FCCU.
- 1.06 Disposal of CVAC Merchandise after Termination. Notwithstanding anything to the contrary in this Agreement, FCCU shall be free to market and sell or otherwise dispose of then-existing inventory of CVAC Merchandise (as defined in Section 6.02) until all of such inventory has been depleted; provided, however, that FCCU's rights to sell any such inventory of CVAC Merchandise shall expire nine (9) months after the expiration or termination of the Term.

## **ARTICLE 2. NAME OF CVAC**

- 2.01 Name of CVAC. The parties agree that the CVAC shall be named "**First Community Athletic Complex at Chesterfield Valley**" (the "Name"), subject to any changes which may be mutually agreed upon in writing by the parties and the City of Chesterfield City Council. The CVAC will continue to be so named for the Term of this Agreement unless FCCU renames the CVAC in the manner provided herein (subject to and requiring the advance written consent of PG), or until the Agreement is terminated in accordance with the provisions of this Agreement. Such naming rights, during the Term, are exclusive to FCCU. Unless approved by FCCU, during the Term of this Agreement, PG shall not accept any advertising at the CVAC from a company whose primary business competes directly with FCCU (as detailed further in Section 7.01), except as otherwise provided herein. Notwithstanding, the parties acknowledge and agree that: (1) to the extent PG has existing sponsorship agreements with competitors of FCCU, such agreements shall be allowed to continue for the remainder of their current terms; and (2) this restriction shall not apply to or prevent tournament organizers or their sponsors from selling merchandise during or in relation to tournaments held at the CVAC. During the term of this Agreement, FCCU shall have the right to use the Name in connection with the sale, advertisement and promotion of FCCU and/or any of its products and services.
- 2.02 "PG" References to CVAC. Except as provided herein, during the Term of this Agreement, PG, when making reference to the CVAC, shall make commercially reasonable efforts to use the Name and no other. The Name, Logo and other Sponsor Marks as applicable shall appear on external and internal signage on the building as well as on other materials or objects that refer to the CVAC, including promotional and publicity materials, advertisements, employee uniforms, and the like, all as more specifically set forth in Article 5. However, inadvertent references that fail to include the correct or entire Name shall not be deemed a violation of this Agreement.
- 2.03 References by Others. PG will make commercially reasonable efforts to ensure that the CVAC is referred to by its Name by all third parties, and shall cooperate with FCCU's efforts to do the same.
- 2.04 PG Consents and Approvals. In this Article 2 and throughout this Agreement, FCCU must submit certain acts and/or materials related to FCCU's promotion of the CVAC to PG for its prior written consent or approval. PG agrees that upon the submission of an act and/or material to PG by FCCU for such consent or approval, PG's consent or approval will not be unreasonably withheld, conditioned or delayed. If PG fails to respond to FCCU's submission (or resubmission) within five (5) business days of submission by FCCU, then PG shall be deemed to have approved such submitted (or resubmitted) acts and/or materials. In the event PG disapproves any of FCCU's submissions (or resubmissions), FCCU shall have the right to make modifications consistent with those specified by PG and resubmit the relevant materials to PG for approval. Following PG's initial approval of the Logo and any other Sponsor Marks or CVAC Merchandise, FCCU shall have the right to use such Logo, other Sponsor Marks and CVAC Merchandise without further consent or approval from PG.

### **ARTICLE 3. USE OF NAME AND TRADEMARKS**

- 3.01 **Enforcement.** All trademarks, service marks, and trade names and all logos or commercial or advertising symbols used in conjunction with or associated with the Name or Logo or any other related marks (the "**Sponsor Marks**") shall be mutually agreed upon, in writing, prior to use by either party in interstate or intrastate commerce and prior to application for registration thereof by FCCU. FCCU shall at its sole cost and expense, obtain, and thereafter maintain, protection for all rights in the Sponsor Marks, such enforcement to be conducted at the sole discretion of FCCU. The expense of any such protection and enforcement, including legal proceedings related thereto, shall be paid solely by FCCU, and all recoveries from any lawsuit or settlement shall go to FCCU. The parties agree that FCCU will develop, at FCCU's expense, a logo (the "**Logo**") associated with the CVAC, which Logo, like all other Sponsor Marks, shall be subject to the approval of PG. FCCU shall provide PG with copies of all correspondence (regardless of form or media) sent or received by FCCU in connection with the prosecution and maintenance of all registrations, if any, of the Sponsor Marks. PG agrees to use commercially reasonable efforts to notify FCCU of any use of terms or marks of which PG has actual knowledge and which PG believes, in good faith, may infringe upon the Sponsor Marks. PG further agrees reasonably to cooperate with FCCU, at the request and expense of FCCU, in any lawsuit or other dispute involving a claim of infringement of the Sponsor Marks. The parties hereto acknowledge that nothing in this Agreement shall confer on PG any ownership interest or other rights in or to any of the Sponsor Marks, apart from any rights granted explicitly herein. Strictly for the sake of clarity, FCCU shall own all right, title and interest in and to the Name, Logo, and all other Sponsor Marks, subject to the license of same to PG pursuant to Section 3.02 below.
- 3.02 **Grant of License.** FCCU hereby grants to PG, a restricted, non-exclusive, non-sublicensable, non-assignable and non-transferable (except as specifically herein otherwise provided) license to use the Sponsor Marks for purposes of identifying the CVAC and promoting PG or third party sponsored events and activities at or in the CVAC. It is understood and agreed that third parties using the CVAC and/or promoting activities at or in the CVAC ("**Third-Party Users**") may use the Sponsor Marks in announcements, promotional materials and advertisements about such use and/or activities subject to the same limitations that apply to the use thereof by PG set forth in this Agreement. FCCU further grants to PG a restricted, non-exclusive, non-sublicensable, non-assignable and non-transferable (except as specifically herein otherwise provided) license to use any trademarks, trade names, and logos as may in the future be used to describe the connection with the CVAC for purposes of identifying the CVAC and promoting the CVAC, PG, or Third-Party User events and activities at the CVAC. It is understood and agreed that Third-Parties Users may use any trademarks, trade names, and logos as may in the future be used to describe the connection with the CVAC in announcements, promotional materials and advertisements about such use and/or activities subject to the same limitations that apply to the use thereof by PG set forth in this Agreement. Except as otherwise provided herein, it is further understood and agreed that Third-Party Users are not subject to any restriction on or prohibition against use of terms, marks, logos or commercial or advertising symbols of persons, firms, corporations or other entities that offer goods and/or services that are competitive with those of FCCU. PG acknowledges that the Sponsor Marks and all goodwill associated therewith are, and shall remain, the sole property of FCCU and that no rights are conferred upon PG with respect to the Sponsor Marks except as specifically set forth herein. PG may not acquire or claim any title to the Sponsor Marks adverse to FCCU by virtue of the license granted herein or through PG's use of

the Sponsor Marks, all uses or claims to ownership by PG of the Sponsor Marks inuring solely to the benefit of FCCU. PG agrees not to challenge the validity of the Sponsor Marks or to set up any claim to the Sponsor Marks which is adverse to FCCU. Any use by PG of any Sponsor Mark or Logo beyond the use expressly authorized in this Agreement requires the additional express prior written consent of FCCU.

FCCU acknowledges that the use of the term "Chesterfield Valley" in the Name, and in the Logo or the other Sponsor Marks, is for the purpose of identifying the location of the CVAC, and that no rights are conferred upon FCCU to use the name of PG, other than as a part of the Name and as a part of the Logo or the other Sponsor Marks, including any CVAC Merchandise, in connection with the sale, advertisement and promotion of FCCU and/or any of its products and services. Furthermore, nothing contained in this Agreement shall grant, or be construed as granting, any license by PG to FCCU to use the logo of PG or PG's existing logo of the CVAC for any purposes. Any use of the logo of PG or PG's existing logo of the CVAC by FCCU shall require the written agreement of PG and grant of a license to FCCU. The parties understand and agree that PG's existing logo of the CVAC is not the herein-defined Logo, and that either party may use the Logo, once approved by PG, as provided in this Agreement.

3.04 Usage Post-Termination. Except as otherwise provided herein, at termination of this Agreement, PG will not identify itself as a licensee of or otherwise associated with FCCU or use for any purpose any Sponsor Marks or other commercial symbol that indicates a connection or association with FCCU. Notwithstanding FCCU's ownership rights in and to the Sponsor Marks, following the Term, FCCU agrees to cease all use of the Sponsor Marks, including the Name and Logo, and to any and all registrations thereof and pending applications for registration thereof to become canceled or go abandoned, as applicable. Neither party hereto shall have any residual rights in or to any of the Sponsor Marks, including, but not limited to the Name, Logo, and the goodwill associated therewith or symbolized thereby being deemed to have vanished with the end of the Term.

3.05 Restrictions on Registration of the Sponsor Marks. The Parties agree that PG shall not, during the Term or at any time thereafter, make application for or aid or abet others to seek trademark registration for any Sponsor Marks which include the Name and Logo without the prior written consent of FCCU.

#### **ARTICLE 4. NAMING RIGHTS FEES**

4.01 Base Fee. FCCU agrees to pay to PG the sum of eight hundred seventy five thousand dollars (\$875,000.00) (the "Fees") for the rights granted hereunder for the initial five (5)-year Term of this Agreement. FCCU shall also pay all initial signage costs as provided in Section 5.01.

4.02 Payment Schedule. An initial payment of one hundred seventy-five thousand dollars (\$175,000.00) shall be paid no later than December 1<sup>st</sup>, 2023. The remaining seven hundred thousand dollars (\$700,000.00) shall be made in annual payments of one hundred seventy-five thousand dollars (\$175,000.00) each, with each annual payment to be paid on or before December 1 of each year of the Term.

- 4.03 Late Payments. If FCCU fails to timely pay any payment charge or fee as provided for in this Agreement, interest shall automatically accrue and become payable at the rate of ten (10%) percent per month or portion of the month.

#### **ARTICLE 5. SIGNAGE, MEDIA, AND NAME AND LOGO PLACEMENT**

- 5.01 Placement of Signage, Name and Logo. The Name and/or Logo shall be displayed as selected by FCCU and as mutually agreed by the parties. FCCU shall have the right, in its sole discretion, to select its own vendor to design and install any signage under this Agreement. In addition, FCCU agrees to pay all initial signage costs. Exhibit 1 shows preapproved design guideline options for placement of the Name and Logo on the signs and other items outlined on Exhibit 1. Any deviation from the design guideline options outlined on Exhibit 1 shall require mutual agreement of the parties. On or before January 1, 2024, FCCU will send a letter to PG identifying each option from Exhibit 1 that FCCU will utilize. If necessary, the parties will then finalize any additional details outlining the actual placement of the Name and Logo on signs and other items identified. FCCU shall have, in the aggregate, the most prominent signage (both permanent and digital) at the CVAC in comparison to any other third-party sponsors of any portion of the CVAC. PG shall come into compliance with these requirements by either decreasing the signage of any such third-party sponsors of the CVAC having more prominent signage at the CVAC than FCCU or increasing the signage of the FCCU. In no event will PG or any of its affiliates be required to purchase additional signage to enable PG to comply with this Section 5.01.
- 5.02 Initial Design Expenses. FCCU shall be responsible for any and all costs of designing the CVAC's Name and Logo, plus any subsequent changes in the CVAC's Name or Logo.
- 5.03 Cost of Signage. FCCU shall be responsible for the initial fabrication and installation cost of the signage to be provided hereunder, as described in Section 5.01. PG shall be responsible for the cost of the subsequent maintenance of the signage after installation; provided that any damage to the signage caused by FCCU will be repaired at the expense of FCCU. PG shall cause the CVAC (including all signs and advertising) to be maintained and operated in a good, clean, tenantable and safe repair, order and condition. PG shall manage and operate, or cause to be managed and operated, the CVAC (including all signs and advertising) in compliance with all applicable laws and the requirements of this Agreement. Without limiting the generality of the foregoing, PG shall have the right to take such actions, including without limitation covering or not displaying any permanent or digital signage, as is reasonably necessary for the safe and orderly operation of the CVAC. FCCU may change the content of the signage at its own expense upon receipt of PG approval pursuant to Section 2.01 (which work will be performed by FCCU at FCCU's sole cost).
- 5.04 Discrimination. PG agrees that, in performing its obligations hereunder, there shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, creed, national origin, ancestry, sex, sexual preference/orientation, age, disability, medical condition, Acquired Immune Deficiency Syndrome (AIDS) — acquired or perceived, retaliation for having filed a discrimination complaint, or marital status, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of CVAC (except to the extent required by applicable Law), nor shall either PG, or any person claiming under or through PG, establish or permit (to the extent that it is within PG's control) any such practice or practices of discrimination or segregation.

- 5.05 Fraud. Each party hereto agrees not to commit fraud in connection with the performance of its obligations under this Agreement.
- 5.06 Social Media/PG Web Site. The Name and/or Logo shall be prominently displayed on the CVAC's web page. The Name and/or Logo shall be capable of being hyperlinked to a URL at FCCU's web site. PG shall and FCCU may, in its sole discretion, use the Name and Logo and any other applicable Sponsor Marks in connection with any mention of the CVAC in all forms of media used, including all social media accounts and other online accounts and profiles, now existing or hereafter invented. Upon termination or expiration of this Agreement (but following any transitional period provided for in Section 1), PG shall promptly delete any mention of the Name, Logo and/or any other applicable Sponsor Marks and immediately cease using the Name, Logo and/or any other Sponsor Marks on all its websites, social media accounts and other online accounts and profiles. PG may not register any domain names or create any social media accounts and other online accounts and profiles specifically for the purpose of promoting or marketing the CVAC or similar business purposes featuring the Name and/or Logo without the express prior written consent of FCCU.
- 5.07 Publicity. PG will coordinate publicity efforts with FCCU as it relates to the CVAC. Publicity efforts shall include, but are not limited to, newsletter, e-news, social media, speeches and pictures.
- 5.08 Quality Standards and Style Guides. All use, promotions, marketing and advertising hereunder, in connection with, and/or associated with the Sponsor Marks shall be conducted in accordance with commercially reasonable standards and practices.

#### **ARTICLE 6. OTHER MARKETING/ADVERTISING/PROMOTIONAL RIGHTS**

- 6.01 On-site sampling. FCCU shall have the opportunity to conduct on-site sampling or product information distribution, specific dates, times and type of sampling or product information distribution to be determined upon mutual agreement of the parties listed on Exhibit 1.
- 6.02 CVAC Merchandise. FCCU may produce, or have produced or manufactured by third party licensees, manufacturers or vendors, certain merchandise using the Sponsor Marks, including the Name and Logo (the "CVAC Merchandise") in commercially reasonable quantities, as determined by FCCU in its sole discretion. As between the parties hereto, and except as otherwise agreed in writing among the parties, all expenses associated with the production, manufacture, and sale of CVAC Merchandise shall be borne by FCCU, and all revenues related to the sale of the CVAC Merchandise shall be for the account and benefit of FCCU. CVAC Merchandise may be sold by FCCU at the CVAC, via the FCCU's website or as otherwise determined by FCCU and, without limiting the generality of the foregoing, FCCU may permit third parties to sell and distribute the CVAC Merchandise through customary industry channels for such products, including gift shops, retail stores and through e-commerce channels. As between the parties hereto, FCCU shall have the sole right to set the retail price for the CVAC Merchandise, and nothing contained herein shall prevent FCCU from offering CVAC Merchandise in the form of giveaways, prizes or premiums, without charge.
- 6.03 Products. FCCU agrees that (a) all CVAC Merchandise shall be of good quality and free of defects in design, material and workmanship and shall be suitable for their intended purpose, (b) no injurious, poisonous, deleterious or toxic substance, material, paint or dye will be used in or on the CVAC

Merchandise; and (c) the CVAC Merchandise will be manufactured, packaged, marketed, sold and distributed in compliance with all applicable laws and the then-prevailing industry standards.

- 6.04 Advertising. Each party hereto agrees that it shall not use or authorize the use of any Name, Logo, or other Sponsor Marks in any manner that is contrary to public morals, deceptive, or defamatory, or that could reasonably be expected to reflect unfavorably on the good name, goodwill, reputation and/or image of any party or the CVAC.
- 6.05 Trademark Notices. Each party hereto shall comply with the other party's reasonable requests to include appropriate trademark legends, copyright notices and photography credits with respect to any materials provided by one party to the other.
- 6.06 Substitute Inventory. The parties understand that many of the provisions of this Agreement will require cooperation and negotiation on an on-going basis, and also for a term extending over many years. The parties agree to use their best efforts to negotiate substitute and alternative promotions, signage and/or rights of equal or comparable value if any existing or planned promotions, signage or right is no longer possible or desirable. In each such case, PG will suggest an alternative to FCCU. Subject to Section 4.04 above, if the parties cannot agree on an alternative promotion, sign or right, the dispute resolution provisions of Article 11 will apply.

#### **ARTICLE 7. ADVERTISING/SPONSORSHIP OF CVAC BY OTHER ENTITIES**

- 7.01 Exclusivity. Except as provided herein, PG shall not during the Term grant any new advertising/sponsorship rights to the CVAC or any of the facilities located thereupon, including, but not limited to any ballfields, fieldhouses, cafes, or scoreboards, to any entity whose primary business competes directly with FCCU (i.e., banking, financial, lending, real estate, brokerage or mortgage lending and servicing institutions). Except as provided herein, FCCU shall have the exclusive right to name the CVAC and shall be the exclusive sponsor of the CVAC, including without limitation with respect to all naming rights, sponsorship, marketing, advertising, promotional and publicity rights granted for the CVAC and for all events, tournaments, and programs listed on Exhibit 1.

Throughout the Term, PG shall use commercially reasonable efforts to cause all other third parties promoting, presenting or producing performances or events at the CVAC to refer to the CVAC exclusively as the Name and to have the Sponsor Marks and/or Logo be included in all advertising, promotional and publicity materials relating to the CVAC to the extent that it is reasonable and customary to include the Sponsor Marks or Logo on such materials.

In addition to the foregoing and strictly for the sake of clarity, at any time during the Term, FCCU shall be free to engage in any sponsorship and to grant to any third party the use of any of FCCU's trademarks, trade names, and logos without obtaining the consent of PG and without violating any portion of this Agreement.

- 7.02 Other Contracts. Except as stated herein, PG may enter into advertising/sponsorship rights for any portion of the CVAC, or for any event at the CVAC not listed on Exhibit 1, with any business or entity whose primary business does not compete directly with FCCU; **provided, however**, that FCCU will be provided the first right of negotiation to enter into a naming rights agreement for any such portion



of or event(s) at the CVAC (it being agreed that, for a period of fifteen (15) days following the FCCU's notice of such opportunity, PG and FCCU shall negotiate exclusively and in good faith regarding such a naming rights agreement unless FCCU notifies PG in writing prior to the conclusion of such period that FCCU is not interested in entering into a naming rights agreement for such portion of or event(s) at the CVAC and, unless a naming rights agreement for such portion of or event(s) at the CVAC shall have been executed by the parties hereto during such fifteen (15) day period and subject to Section 7.01, PG shall thereafter be permitted to enter into a definitive agreement with a third party with respect to naming rights for such portion of or event(s) at the CVAC). PG represents and warrants that no advertising or sponsorship agreements exist as of the execution of this Agreement that would violate the terms of this Agreement.

#### **ARTICLE 8. CHANGE OF NAME AND/OR LOGO**

- 8.01 **Name Change.** If (a) FCCU changes its corporate name or trade names, merges into another entity that results in a name change, or sells substantially all of its assets to another entity or (b) City of Chesterfield sells the CVAC to an unrelated third party, and the Agreement is assigned to the new entity (the "**Acquiror**") with the consent of the other party as provided in Section 9.01 below, the other party shall use the new name and logo incorporating the name and/or logo of the successor, under the terms and conditions of this Agreement. PG or FCCU and its respective Acquiror shall work in good faith to develop any replacement name, logo, and other sponsor marks. Any new CVAC name and/or logo shall require the approval of the other party as provided in Articles II and III. FCCU or its Acquiror in regards to (a) above, or PG or its Acquiror in regards to (b) above, shall be responsible for all direct and indirect costs associated with the resulting name, logo and other sponsor marks change related to the CVAC, including without limitation all costs and expenses of reconstructing, restoring, remodeling or otherwise altering any portion of the CVAC or signage of the CVAC, replacing or relabeling any uniforms, concession materials, replacing letterhead, stationary or other printed materials, or replacing or relabeling any other items with the new name and logo, and all related promotional and re-branding costs.
- 8.02 **Limitation.** The CVAC shall not utilize, and the CVAC's name will not be changed to, the resulting name or logo of either party, if, in the reasonable judgment of the other party, it would result in a name or graphic that is inconsistent with or detrimental to the reputation of PG, FCCU or the CVAC, or if such name or logo is contrary to the community standards of good taste. In such event, the parties shall negotiate in good-faith to determine an appropriate name or logo for the CVAC. If, after ninety (90) days of good faith negotiations, the parties are unable to agree on a new or replacement name for the CVAC, then either party hereto may terminate this Agreement.

#### **ARTICLE 9. ASSIGNMENT**

- 9.01 **Assignment.** The rights and obligations created by this Agreement are unique and exclusive to PG and FCCU, and shall not be transferred or assigned by either party except by written consent of the other party which shall not be unreasonably withheld. In the event of an assignment by FCCU to an Acquiror, affiliate, parent or subsidiary which is an entity which is substantially owned or controlled by FCCU or which retains substantially similar management and directors and where such assignment is intended to accomplish an internal corporate purpose of FCCU as opposed to materially and substantially altering the underlying business nature of FCCU, PG will not unreasonably withhold its

consent for such assignment. In the event of an assignment permitted hereunder, the assigning party shall provide the other party with notice within thirty (30) days after the occurrence of any such assignment. Any assignment, transfer, or other conveyance in violation of the foregoing shall be null and void.

- 9.02 Successors. This Agreement shall be binding upon any permitted successor or assignee of either party, whether by merger, sales of assets, dissolution or reorganization or otherwise. Any attempted assignment by PG or by FCCU, whether by merger, sales of assets, dissolution or reorganization or otherwise, in violation of Section 9.01 hereof shall constitute an event of default under this Agreement entitling the other party to furnish to the defaulting party a notice of termination, as provided for in Section 1.02 hereof, except that the defaulting party shall have no right to cure such event of default.

#### **ARTICLE 10. DEFAULT; REMEDIES**

- 10.01 Default. A default shall be deemed to have occurred hereunder if:

- (a) FCCU fails to make a payment required under this Agreement and such default continues for a period of thirty (30) days after the date it is due.
- (b) The filing by or against FCCU of any petitions in bankruptcy.
- (c) The occurrence of any act or omission on the part of FCCU that deprives it of the rights, powers, licenses, permits, and authorizations necessary for the lawful and proper conduct and operation of its business.
- (d) If PG is unable to provide FCCU with any benefit in accordance with this Agreement at any time during the Term, including, but not limited to the cancellation or suspension of games and/or leagues regularly held at the CVAC or other non-use of the facilities for any period of time that continues for more than two (2) months.
- (e) Either party hereto engages in conduct which brings PG or FCCU into public disrepute, contempt, scandal or ridicule or which reflects unfavorably on the reputation of PG or FCCU.
- (f) Either party fails to perform or observe any material term, covenant, condition or provision of this Agreement; and such breach continues for a period of thirty (30) days after written notice to the defaulting party; or if such breach cannot be cured reasonably within such thirty (30) day period and the defaulting party fails to commence to cure such breach within thirty (30) days after written notice or fails to proceed diligently to cure such breach within a reasonable time period thereafter.

- 10.02 PG Remedies. PG's remedies in the event of FCCU's default shall include (but not be limited to) the right to terminate the Agreement, the right to seek specific performance of FCCU's duties under this Agreement and the right to remove, cover/or replace all signage, written and other references to FCCU and/or the Name (subject to Section 1.03). In addition and subject to Section 1.03, FCCU shall be responsible for all costs associated with removing the Name and/or Logo and related signage and

labeling from the CVAC. Upon FCCU's request, PG shall furnish reasonable written documentation of all Signage Costs.

- 10.03 FCCU's Remedies. FCCU's remedies in the event of PG's default shall include (but not be limited to) discontinuing payment until the default has been cured, and the right to seek equitable relief, including injunctions and specific performance of PG's duties under this Agreement. FCCU shall have the right to terminate this Agreement, without liability, in the event PG sells the CVAC to an unrelated third party and FCCU provides advance written notice that such right of termination will be exercised within sixty (60) days following the effective date of any such transfer.
- 10.04 Other Remedies. In the event of a breach by either party of any of the material terms, covenants, conditions or provisions hereof, the other party shall have the right to take whatever other action at law or in equity is necessary and appropriate to exercise or to cause the exercise of the rights and powers set forth herein and to enforce the performance and observance of any obligation, agreement or covenant of the allegedly defaulting party.

Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default of the other party.

#### **ARTICLE 11. DISPUTE RESOLUTION**

- 11.01 PG and FCCU agree that disputes under this Agreement ("Dispute") should first be addressed by good faith negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests.
- 11.02 If such good faith negotiations do not result in resolution, any party hereto may, by notice to the other party, then refer the Dispute to an independent facilitator or mediator for non-binding mediation. The independent mediator shall be designated by agreement of the parties. If the parties cannot agree on a mediator, each of FCCU, on the one hand, and PG, on the other hand, shall designate a mediator and such two designated mediators will jointly select the mediator (which jointly selected mediator shall serve as the sole mediator with respect to such Dispute). If the two designated mediators are unable to agree on a mediator, then the President of the American Arbitration Association in the State of Missouri (or his/her designee) will select the independent mediator. Each party shall bear its respective mediation expenses and costs, including attorneys' fees, and shall share the mediator's fees and expenses as determined by the mediator.
- 11.03 If the mediation is unsuccessful within ninety (90) days of the commencement of such non-binding mediation, then the Dispute shall be finally resolved by submission to binding arbitration in the State of Missouri in accordance with the commercial arbitration rules then in effect of the American Arbitration Association. The arbitrator shall be designated by agreement of the parties. If the parties hereto cannot agree on an arbitrator, each of FCCU, on the one hand, and PG, on the other hand, shall designate an arbitrator and such two designated arbitrators will jointly select the arbitrator (which jointly selected arbitrator shall serve as the sole arbitrator with respect to such Dispute). If the two

designated arbitrators are unable to agree on an arbitrator, then the President of the American Arbitration Association in the State of Missouri (or his/her designee) will select the arbitrator. The parties consent to the jurisdiction of the State Courts of the State of Missouri and of the United States District Court for the Eastern District of the State of Missouri for injunctive, specific enforcement or other relief in connection with the arbitration proceedings or to enforce judgment of the award in such arbitration proceeding, but not otherwise. The award entered by the arbitrator shall be final and binding on all of the parties except in the case of manifest error or disregard of the law. Each party hereto shall bear its respective arbitration expenses and costs, including attorneys' fees, and shall share the arbitrator's fees and expenses as determined by the arbitrator. The arbitrator shall not award punitive, exemplary or consequential damages. Nothing contained in this Section 11 is intended to expand any substantive rights any party may have under other Sections of this Agreement. Notwithstanding the foregoing, nothing herein shall preclude equitable or other judicial relief to enforce the provisions of Section 15 or to preserve the status quo pending the resolution of any Dispute hereunder.

#### **ARTICLE 12. WARRANTIES**

12.01 Mutual Warranties. Each party hereto represents and warrants to the other parties that (a) this Agreement has been duly authorized, executed and delivered by such party, (b) such party has the full power and authority and is free to enter into this Agreement and to perform its obligations hereunder, (c) such party is in good standing under the laws of its state of formation, (d) this Agreement constitutes such party's valid and binding obligation, enforceable in accordance with its terms (except to the extent enforceability is limited by bankruptcy, reorganization and other similar laws affecting the rights of creditors generally and by general principles of equity), (e) except as otherwise set forth herein, no consent of a third party is necessary to execute, deliver and perform such party's obligations under this Agreement, (f) except as otherwise set forth herein, the making of this Agreement and the performance of such party's obligations hereunder do not violate any agreement, right or obligation existing between such party and any other third party, (g) there is no litigation, action or other proceeding pending or threatened against such party or any of its assets, properties or rights that relates to this Agreement or would reasonably be expected to impair, restrict or prohibit such party's ability to perform its obligations hereunder and (h) such party has not dealt with or engaged, directly or indirectly, any brokers, finders, consultants or like agents who will be entitled to any fees in connection with this Agreement.

#### **ARTICLE 13. INDEMNIFICATION**

13.01 Indemnification of PG. FCCU will indemnify, defend and save harmless PG (including its officials, employees and agents) from all third-party claims, actions, damages, losses or expenses of every kind and description, including reasonable attorneys' fees and costs, made against or suffered by PG in any way because of or based upon (i) FCCU's (or its officers', directors', partners', employees', agents', representatives', tenants' or guests') negligent act, misconduct or omission; (ii) PG's use of the Name, the Logo, or any of the Sponsor Marks, as permitted or authorized herein; (iii) a breach of this Agreement by FCCU; or (iv) the operation of FCCU's business.

- 13.02 Indemnification of FCCU. PG will indemnify, defend and save harmless FCCU (including its affiliates, officers, directors, shareholders, agents, officials, employees, representatives, and agents of FCCU or any of FCCU's affiliates) from all third-party claims, liabilities, demands, actions, damages, losses, costs, fees, fines, penalties or expenses of any and every kind, nature and description, including reasonable attorneys' fees and costs, made against or suffered by FCCU in any way arising out of, in connection with, as a result of, because of or based upon (i) a breach by PG of its representations, warranties or covenants under this Agreement; (ii) PG's (or its officers', directors', partners', employees', agents', representatives', tenants' or guests') negligent act, misconduct or omission; (iii) FCCU's use of the Name, the Logo, or any of the Sponsor Marks, as permitted or authorized herein; (iv) a breach of this Agreement by PG; or (v) the operations and/or functions of PG.
- 13.03 Notice, Defense and Settlement; Survival. Any party hereto asserting any claim to indemnification under this Section 13 (FCCU, on the one hand, or PG, on the other hand, as applicable, the "Indemnified Party") shall promptly notify the other Party (PG, on the one hand, or FCCU, on the other hand, as applicable, the "Indemnifying Party") of such claim, provided that any delay or failure to so notify the Indemnifying Party shall only relieve the Indemnifying Party of its indemnification obligations to the extent, if at all, that it is prejudiced by reason of such delay or failure. Except as otherwise set forth elsewhere in this Agreement, if an Indemnified Party is entitled to indemnification hereunder because of a claim asserted by any claimant (other than an Indemnified Party) ("Third Person"), the Indemnifying Party shall have the right, upon written notice to the Indemnified Party within twenty (20) days of its receipt of the notice contemplated by the first sentence of this Section 13.03 and using counsel reasonably satisfactory to the Indemnified Party, to investigate, defend, contest or settle the claim alleged by such Third Person (a "Third Person Claim"). The Indemnified Party may thereafter participate in (but not control) the defense and/or settlement of any such Third Person Claim with its own counsel at its own expense, unless separate representation is necessary to avoid a conflict of interest, in which case such representation shall be at the expense of the Indemnifying Party. In the event the Indemnifying Party fails to timely provide notice of its exercise of control of the defense and/or settlement of such Third Party Claim, the Indemnified Party shall have the right, at its option, to assume and control defense and/or settlement of the matter and to look to the Indemnifying Party for the full amount of the reasonable costs of defense and/or settlement thereof and the Indemnifying Party may participate in (but not control) the defense and/or settlement of such action, with its own counsel at its own expense. The parties hereto shall make available to each other all relevant information in their possession relating to any such Third Person Claim and shall cooperate in the defense thereof.
- 13.04 Survival. The provisions of this Article shall survive termination of this Agreement.

#### **ARTICLE 14. INSURANCE**

- 14.01 Throughout the Term, PG shall maintain in full force and effect Commercial General Liability Insurance with commercially reasonable limits and terms and conditions, but in any event, not less than the greater of (x) One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate in Commercial General Liability Insurance and (y) those limits and terms and conditions required by applicable law, which insurance shall (a) contain broad form contractual liability endorsement, (b) insure against claims for bodily injury (including death), property

damage, personal injury and advertising injury, (c) name as additional insureds, (PG) (d) provide that it may not be canceled, terminated, reduced, materially changed, or allowed to expire without renewal unless at least thirty (30) days advance notice has been given to FCCU, (e) be written by one or more insurers that have a policyholder's rating of not less than A VIII in the most current edition of Best's Rating Guide, and (f) if available, upon commercially reasonable terms, contain a waiver of the insurer's rights of subrogation. Such liability insurance shall be primary to FCCU's insurance. The limits of such insurance shall not limit the liability of the parties. Upon the date hereof and thereafter upon written request, PG shall furnish FCCU with a current certificate of insurance. Upon written request by FCCU in the event of a dispute about the applicability of coverage to a specific loss or claim, PG shall provide a copy of their insurance policy within thirty (30) days of FCCU's request; provided, however, that PG shall be permitted to redact proprietary business information from such copy before providing the same to FCCU.

- 14.02 Throughout the Term, FCCU shall maintain in full force and effect insurance policies with commercially reasonable limits and terms and conditions covering the FCCU's obligations under this Agreement, but in any event, not less than such insurance coverage as is required by applicable law, which insurance shall (a) contain broad form contractual liability endorsement, (b) insure against claims for bodily injury (including death), property damage, personal injury and advertising injury, (c) name as additional insureds (PG), (d) provide that it may not be canceled, terminated, reduced, materially changed, or allowed to expire without renewal unless at least thirty (30) days advance notice has been given to PG, (e) be written by one or more insurers that have a policyholder's rating of not less than A VIII in the most current edition of Best's Rating Guide, and (f) if available, upon commercially reasonable terms, contain a waiver of the insurer's rights of subrogation. Such liability insurance shall be excess to PG's insurance. The limits of such insurance shall not limit the liability of the parties. Upon the date hereof and thereafter upon written request, FCCU shall furnish PG with a current certificate of insurance. Upon written request by PG in the event of a dispute about the applicability of coverage to a specific loss or claim, FCCU shall provide a copy of its insurance policy within thirty (30) days of PG's request; provided, however, that FCCU shall be permitted to redact proprietary business information from such copy before providing the same to PG.

#### **ARTICLE 15. CONFIDENTIALITY.**

- 15.01 Except as expressly set forth herein, neither PG nor FCCU shall, and each party hereto shall cause its affiliates and the directors, officers, managers, employees, representatives and agents of such party or any of its affiliates not to, without the written consent of the other parties, make any announcement or other public disclosure, or private disclosure to any person other than the disclosing party's directors, officers, managers, employees, representatives or agents (each of whom shall be advised of, and caused to comply with, the restrictions of this Section 15 by the disclosing party), relating to the matters contemplated herein, unless otherwise required by law or applicable stock exchange rule. In the event any party determines that it is required to make such an announcement or disclosure required by law or applicable stock exchange rule, it shall consult with the other parties in advance, to the extent reasonably practicable. Notwithstanding any provision herein to the contrary, each party (and its affiliates and the directors, officers, managers, employees, representatives and agents of such party or any of its affiliates) may make any announcement or other public disclosure, or private disclosure to any person or entity, of (a) the existence of a definitive agreement between the parties hereto with respect to the naming rights and sponsorship of CVAC, (b) the approximate

aggregate fees contemplated to be paid in connection therewith, (c) the duration of the contemplated term of this Agreement and (d) such other terms as the parties shall agree in writing may be so announced or disclosed, in each case consistent with the terms set forth in this Agreement or as the parties may otherwise agree. In addition, either party may disclose, without restriction, this Agreement and information concerning the transactions contemplated hereby to their respective accountants and legal counsel. The Parties acknowledge and agree that nothing in this Section 15 shall prohibit or preclude a party from complying with its obligations under applicable Law.

- 15.02 Each party ("Receiving Party") acknowledges that it has received or may receive proprietary and confidential information, information constituting trade secrets and other information concerning the business, products, personnel, personally identifiable information, property, organizational structure, financial affairs, customers, sales and marketing plans, strategies or operations (collectively, "Confidential Information") from the other party ("Disclosing Party") under this Agreement, regardless of whether such information is marked or identified as confidential. The Receiving Party agrees (a) to keep all Confidential Information of the Disclosing Party in strict confidence, (b) not to disclose such Confidential Information to any Person other than the Receiving Party's Affiliates, officers, directors, managers, employees, agents and representatives for use as contemplated by subsection (c) hereof, and (c) to use, and to cause its affiliates, officers, directors, managers, employees, agents and representatives to use, such Confidential Information only for the purpose of performing its obligations under this Agreement and/or enjoying its rights as contemplated by this Agreement. The obligations under this Section 15.02 will survive the expiration or termination of this Agreement and will continue indefinitely with respect to Confidential Information constituting a trade secret of each party, and for five (5) years from the expiration or termination of this Agreement with respect to all other Confidential Information. The restrictions and obligations set forth in this Section 15.02 will not apply: (a) to information that is already publicly known at the time of its disclosure; (b) after such information becomes publicly known through no fault of the Receiving Party; or (c) to information that the Receiving Party can establish by written documentation was independently developed by or known to such party without use of or reference to the Disclosing Party's Confidential Information.

#### **ARTICLE 16. MISCELLANEOUS**

- 16.01 Amendment, Modification or Alteration. No amendment, modification or alteration of the terms of this Agreement shall be binding unless in writing, dated subsequent to the date hereon and duly executed by the parties herein.
- 16.02 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all counterparts together shall constitute but one and the same instrument.
- 16.03 Expenses. Except as otherwise provided herein, all fees, costs and expenses (including fees, costs and expenses of legal counsel and/or financial advisors) incurred in connection with this Agreement shall be paid by the party incurring such fees, costs or expenses.
- 16.04 Headings. The headings used in this Agreement are solely for convenience and shall not affect the meaning or interpretation of the provisions set forth herein.

16.03 Severability. All rights and duties contained in this Agreement are mutually dependent on and one cannot exist independent of another, provided that if any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, and if such holding does not affect the ability to perform and have access to the CVAC as provided for herein, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision was not contained herein.

16.04 Notices. All notices required to be given under this Agreement shall be given by certified or registered mail or Overnight Courier, addressed to the proper party to the following addresses, or at such other address as may be subsequently given pursuant to this Section and shall be deemed given when deposited in the Mail, postage prepaid:

If to PG: Jeff McDowell

If to FCCU:

16.05 Waiver. Any failure of either party to comply with any provision of this Agreement may only be waived expressly in writing by the other party. The waiver by either party of any default or breach by the other party of any of the provisions of this Agreement shall not be deemed a continuing waiver or waiver of any other breach by the other party of the same or another provision of this Agreement.

16.06 Force Majeure. If PG is unable to provide FCCU with the benefits set forth herein in accordance with this Agreement at any time during the Term for reasons out of PG's control, including, but not limited to all strikes, lockouts, labor disputes, freight embargoes, inability to procure materials, failure of power, civil commotion, riots, insurrection, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, pandemics, epidemics, quarantine restrictions, public health emergency(s), restrictive governmental law, regulations, declarations or controls or other reason of a like nature or if CVAC is damaged by fire, earthquake, tornado, act of God, the elements or other casualty or is condemned by an authority exercising the powers of eminent domain or the CVAC is transferred in lieu of the exercise of such power so as to render the CVAC unusable for its intended purpose at any time during the Term, then PG shall have the option, but not the obligation, to repair the damage or loss. PG shall notify FCCU as to whether PG shall effect such repair and restoration within ninety (90) days after the casualty. If PG notifies FCCU that PG is electing to effect such repairs and restoration, this Agreement shall continue in full force and effect; **provided, however**, that upon the occurrence of any of the foregoing (unless the parties hereto otherwise agree in writing to a refund or "make good" in lieu of an extension of the Term) FCCU shall have the option, in its sole discretion, to (1) terminate this Agreement as of the date of such fire or other casualty or (2) extend the Term by such number of days as equals the length of the period from the date of the event until such repairs and/or restoration are complete. If PG notifies FCCU that PG is electing not to effect such repairs and restoration, then this Agreement and all rights granted hereunder shall terminate as of the date of such fire or other casualty.

16.07 Essence. Time is of the essence in this Agreement.




- 16.08 Status of Parties. Unless specifically designated herein, the parties hereto shall be deemed and construed as independent contractors with respect to one another for all purposes. Nothing contained in this Agreement shall be determined to create a partnership, joint venture, principal agent, employer-employee or similar relationship between PG and FCCU with respect to FCCU's activities conducted at the CVAC pursuant to the terms of this Agreement.
- 16.09 Third Party Beneficiaries. Except as otherwise expressly set forth in this Agreement, including without limitation in Section 13 hereof, (i) this Agreement is intended only for the benefit of the parties hereto and any successors or permitted assigns as expressly provided for in this Agreement, (ii) no other person is intended to be benefited in any way by this Agreement and (iii) this Agreement shall not be enforceable by any other person. Any claim by any third party beneficiary is subject to all defenses available to a party hereto for any breaches or other failures to perform by another party to this Agreement.
- 16.10 Country/State Law. This Agreement and all matters or issues collateral hereto shall be governed and construed in accordance with the laws of the State of Missouri and PG of Chesterfield without respect to conflicts of law principles.
- 16.11 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties as to the matters contained in this Agreement, and it may not be amended except by a writing signed by all parties. There are no oral or written representations, agreements, understandings or circumstances which modify any of the provisions hereof. The Exhibits referenced throughout this Agreement are by this reference made a part hereof.
- 16.12 Exhibits. The Exhibits referenced herein shall be deemed a part of this Agreement as if fully set forth in the body of this Agreement.
- 16.13 Survival. Without limiting any provisions of this Agreement which, by their express terms, survive expiration or termination of this Agreement, the following articles and sections shall survive any termination or expiration of this Agreement: Articles 1, 9, 10, 11, 13, 15, 16 (other than Section 16.06), Section 3.01, and this Section 16.13.
- 16.14 Waiver of Jury Trial. THE PARTIES HERETO AGREE AND ACKNOWLEDGE THAT THEY HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT. The scope of this waiver is intended to be all-encompassing of any and all Disputes, including contract claims, tort claims, and all other common law and statutory claims. This waiver is irrevocable, and shall apply to any subsequent amendments, renewals, or modifications to this Agreement or any exhibit to this Agreement.


*[remainder of page intentionally left blank; signature page attached]*

**IN WITNESS WHEREOF, this Agreement is executed by the parties as of the day and year as indicated below.**

**Perfect Game Incorporated**

  
\_\_\_\_\_  
Robert Ponger  
Title: \_\_\_\_\_ CEO  
Date: \_\_\_\_\_ 10/6/2023 \_\_\_\_\_

**First Community Credit Union**

  
\_\_\_\_\_  
{Name} Glenn D. Barks  
Title: \_\_\_\_\_ CEO  
Date: \_\_\_\_\_ 9/26/2023 \_\_\_\_\_

## **Exhibit 1**

### **Signage, Name and Logo Placement**

The following outlines the responsibility of the Parties, signage, placement of the Name and the Logo on signs and other items that has been approved by PG as of the date of this Agreement:

#### **TERMS / STRUCTURE / ASSETS**

- Primary and significant venue signage – mutually agreeable locations/scope – i.e.: main entrance, highway visible sign, all quadrants, wayfinding where applicable, social/digital/website mentions – all permanent during term and part of PG of Chesterfield programs
  - Updated venue logo - parties to work together on mutually agreeable name/logo (ie: First Community Complex at Chesterfield Valley)
  - Use of IP – PG and COC marks and logos available for marketing / community goodwill use
  - One (1) Annual Tournament entitlement – one annual event named with FCCU as ‘Presenting Partner’ -- activation and participation available
  - One (1) Annual PG Kids Camp or other event entitlement – activation and participation if desired
  - On-site activation (mutually agreeable frequency) to have FCCU employees at venue with info/meet families
  - Financial/College Planning programming/event - annual event for CVAC families/athletes to share details on FCCU youth savings/checking and college planning services; ongoing programming and resources
- #### **CONTINGENCIES**
- FCCU and PG of Chesterfield (COC) must reach mutual agreement as it relates to signage/branding locations, size, details, etc.
  - FCCU and COC must reach mutual agreement on ‘new’ venue name
  - Final formal approval from all parties