

This meeting is being held via telephonic attendance

AGENDA

*Village of Hoffman Estates
Special Meeting of the Month
Village Board of Trustees*

*1900 Hassell Road
Hoffman Estates, IL 60169
847/882-9100*

Board Room

June 22, 2020

(Immediately Following Finance Committee)

1. **CALL TO ORDER/ROLL CALL**
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **ADDITIONAL BUSINESS**
 - A. Request Board:
 - 1) approval of an Intergovernmental Agreement between the Village of Hoffman Estates and the Village of Palatine for the joint engineering and construction of an emergency interconnect of water distribution systems; and
 - 2) authorization to award contract for engineering services, design and full time construction management of an Emergency Interconnect of water distribution systems of the Village of Hoffman Estates and the Village of Palatine to Baxter & Woodman Inc., Crystal Lake, IL, in a total amount not to exceed \$174,050.
 - B. Request Board approval of an Ordinance authorizing approval of a Naming Rights Agreement between the Village of Hoffman Estates and NOW Health Group, Inc., and the Termination Agreement and Mutual Release between the Village of Hoffman Estates and Transform SR LLC.
 - C. Request Board approval of the Third Amended and Restated Commercial Rights Marketing Agreement with Spectra Partnerships to service the Naming Rights Agreement for NOW Health Group, Inc.
4. **ADJOURNMENT – Executive Session-Personnel-Employment (5 ILCS 120/2-(c)-(1))**

Further details and information can be found in the agenda packet attached hereto and incorporated herein and can also be viewed online at www.hoffmanestates.org and/or in person in the Village Clerk's office.

The Village of Hoffman Estates complies with the Americans with Disabilities Act (ADA). For accessibility assistance, call the ADA Coordinator at 847/882-9100.

VILLAGE OF HOFFMAN ESTATES

**AN ORDINANCE AUTHORIZING APPROVAL OF A
NAMING RIGHTS AGREEMENT BETWEEN THE
VILLAGE OF HOFFMAN ESTATES AND NOW HEALTH GROUP, INC.
AND THE TERMINATION AGREEMENT AND MUTUAL RELEASE
BETWEEN THE VILLAGE OF HOFFMAN ESTATES AND TRANSFORM SR LLC**

WHEREAS, the Village of Hoffman Estates is a home rule unit of local government as defined in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Village of Hoffman Estates is the owner in fee simple of the real property located at 5333 Prairie Stone Parkway in Hoffman Estates, on which there is located a multi-purpose sports and entertainment arena, commonly known as the "Sears Centre Arena"; and

WHEREAS, on December 16, 2009, MadKatStep Entertainment, LLC, a Delaware limited liability company, ("MadKatStep") executed its Quit Claim Deed in Lieu of Foreclosure (Illinois) conveying to the Village of Hoffman Estates all of MadKatStep's interest in and to that real property and the Sears Centre Arena that were then owned by MadKatStep; and

WHEREAS, at all times since being deeded the real property on December 16, 2009, the Village of Hoffman Estates has continued to operate the Sears Centre Arena for that purpose; and

WHEREAS, effective July 21, 2005, Sears, Roebuck and Co., MadKatStep and CCO Entertainment, LLC, a Delaware limited liability company, had entered into an exclusive ten (10) year "Naming Rights Agreement" granting Sears, Roebuck and Co, its successors and assigns, the right and opportunity to designate the name of the arena and to require the use of the registered Sears Centre name and logo in connection with advertising, signage and promotions of the arena; and

WHEREAS, effective September 1, 2016, Sears, Roebuck and Co. and the Village of Hoffman Estates had entered into an exclusive three (3) year "Naming Rights Agreement" granting Sears, Roebuck and Co, its successors and assigns, the right and opportunity to continue to designate the name of the arena and to require the use of the registered Sears Centre name and logo in connection with advertising, signage and promotions of the arena; and

WHEREAS, effective October 8, 2018, Sears, Roebuck and Co. and the Village of Hoffman Estates entered into an extension of that exclusive three (3) year "Naming Rights Agreement" granting Sears, Roebuck and Co. the further right and opportunity to continue to designate "Sears Centre Arena" and "Sears Centre Arena Powered by Shop Your Way" as the name of the arena upon Sears, Roebuck and Co.'s payment of an annual naming rights fee to the Village of Hoffman Estates commencing September 1, 2019, and its sublicensing to the Village of Hoffman Estates the use of the registered "Sears Centre" name, logo, trademark and/or service mark, and the domain name and website associated therewith, at locations and in such manner as are more fully set forth therein, in all public advertising, specialty advertising, signage, promotions, and other arena designations used within or in connection with the Sears Centre Arena and the events occurring at or within the Sears Centre Arena; and

WHEREAS, it is at this time in the best interests of the Village of Hoffman Estates and Sears Roebuck & Co., together with Sears' naming rights agreement asset purchaser Transform SR LLC, for the Village to enter into a separate and new naming rights agreement with Now Health Group, Inc., an Illinois corporation, for the Arena located at 5333 Prairie Stone Parkway in Hoffman Estates, on the property belonging to the Village; and

WHEREAS, Transform SR LLC, as the 2019 asset purchaser of the Sears Naming Rights Agreement through the Sears' bankruptcy court proceedings, has agreed as well to the termination of the 2018 Naming Rights Agreement with the Village effective June 22, 2020 and the parties' mutual release.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Hoffman Estates, Cook and Kane Counties, Illinois, as follows:

Section 1: The Village President and Village Clerk are duly authorized to execute the 2020 NOW Health Group, Inc. Naming Rights Agreement, attached as Exhibit "A", between the Village of Hoffman Estates and NOW Health Group, Inc. effective June 20, 2020 for the naming rights to the Arena belonging to the Village of Hoffman Estates and located at 5333 Prairie Stone Parkway, and by this action, the Board of Trustees approves, accepts and ratifies the 2020 NOW Health Group, Inc. Naming Rights Agreement.

Section 2: The Village President and Village Clerk are duly authorized to execute the 2020 Sears Naming Rights Termination Agreement and Mutual Release, attached as Exhibit "B", for the naming rights to the Arena belonging to the Village of Hoffman Estates and located at 5333 Prairie Stone Parkway, and by this action, the Board of Trustees approves, accepts and ratifies the 2020 Sears Naming Rights Termination Agreement and Mutual Release.

Section 3: The Village Clerk is hereby authorized to publish this Ordinance in pamphlet form.

Section 4: This Ordinance shall be in full force and effect immediately from and after its passage and approval.

PASSED THIS _____ day of _____, 2020

VOTE	AYE	NAY	ABSENT	ABSTAIN
Trustee Karen V. Mills	_____	_____	_____	_____
Trustee Anna Newell	_____	_____	_____	_____
Trustee Gary J. Pilafas	_____	_____	_____	_____
Trustee Gary G. Stanton	_____	_____	_____	_____
Trustee Michael Gaeta	_____	_____	_____	_____
Trustee Karen Arnet	_____	_____	_____	_____
President William D. McLeod	_____	_____	_____	_____

APPROVED THIS _____ DAY OF _____, 2020

Village President

ATTEST:

Village Clerk

Published in pamphlet form this _____ day of _____, 2020.

NAMING RIGHTS AGREEMENT

This Naming Rights Agreement (“**Agreement**”) is made and entered into as of the ____ day of June, 2020 (“**Effective Date**”), by and between the **VILLAGE OF HOFFMAN ESTATES**, an Illinois home-rule municipal corporation (“**Village**”), and **NOW HEALTH GROUP, INC.** (“**Sponsor**”). The Village and Sponsor are also referred to herein individually as a “**Party**” and collectively as “**Parties.**”

WITNESSETH:

WHEREAS, the Village, as owner of the Arena (defined below), has the right to designate the name of the Arena (“**Naming Rights**”) and to license such right to others and to grant certain other sponsorship, promotional, advertising and similar rights and benefits associated with the Arena as more fully specified in this **Agreement**; and

WHEREAS, Sponsor and the Village desire that the Village grant Sponsor the rights as set forth herein to name the Arena on the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are herewith acknowledged, Sponsor and the Village agree as follows:

AGREEMENT:

1. **RECITALS:** The recitals set forth above are incorporated herein by this reference.
2. **DEFINITIONS:** The following capitalized terms used herein shall have the following meanings:
 - 2.1 “**Additional Insureds**” has the meaning ascribed in **Section 12.1**.
 - 2.2 “**Arena**” or “**NOW Arena**” means that certain Arena in the Prairie Stone Business Park located at 5333 Prairie Stone Parkway, Hoffman Estates, Illinois, on land legally described in **Exhibit A**, which accommodates approximately 11,000 patrons, approximately 67 suites, and approximately 3,300 parking spaces.
 - 2.3 “**Arena Advertising Rights**” has the meaning ascribed in **Section 14.2**.
 - 2.4 “**Arena Domain Name**” has the meaning ascribed in **Section 4.4**.
 - 2.5 “**Arena Logo**” has the meaning ascribed in **Section 3.2.1**.
 - 2.6 “**Arena Manager**” means Global Spectrum LP d/b/a Spectra, as the entity engaged by the Village to manage the day-to-day operations and sponsorship sales of the Arena, and any successor manager designated by the Village.
 - 2.7 “**Arena Name**” has the meaning ascribed in **Section 3.2.1**.
 - 2.8 “**Basketball Inventory**” has the meaning ascribed in **Exhibit H**.
 - 2.9 “**Capital Expenditures**” has the meaning ascribed in **Section 15.3**.

- 2.10 “**Category Exclusivity**” has the meaning ascribed in **Section 7**.
- 2.11 “**Charitable Suite**” has the meaning ascribed in **Section 9.2**.
- 2.12 “**Competitor**” has the meaning ascribed in **Section 7.1**.
- 2.13 “**Customer Engagement**” has the meaning ascribed in **Section 8**.
- 2.14 “**Effective Date**” has the meaning ascribed in the **Preamble**.
- 2.15 “**Event of Default**” has the meaning ascribed in **Section 16.3**.
- 2.16 “**Exit Sampling**” has the meaning ascribed in **Section 8.4**.
- 2.17 “**First Class Operations Standard**” has the meaning ascribed in **Section 15.1**.
- 2.18 “**Force Majeure**” has the meaning ascribed in **Section 20.10**.
- 2.19 “**Guidelines**” has the meaning ascribed in **Section 3.1.1**.
- 2.20 “**Hospitality Rights**” has the meaning ascribed in **Section 9**.
- 2.21 “**Invitees**” has the meaning ascribed in **Section 9.8**.
- 2.22 “**Intellectual Property**” or “**IP**” means all trademarks, service marks, copyrights, patents, and all other intellectual property rights and forms of protection of a similar nature.
- 2.23 “**Local Sponsors**” has the meaning ascribed in **Section 7.4**.
- 2.24 “**Maintenance and Repair Standard**” has the meaning ascribed in **Section 15.2**.
- 2.25 “**Marquee**” has the meaning ascribed in **Section 6.5**.
- 2.26 “**Merchandising Rights**” has the meaning ascribed in **Section 14.4**.
- 2.27 “**Naming Rights**” has the meaning ascribed in the **Preamble**.
- 2.28 “**NOW Lounge**” has the meaning ascribed in **Section 8.2**.
- 2.29 “**Recharge Corner**” has the meaning ascribed in **Section 8.3**.
- 2.30 “**Renewal Deadline**” has the meaning ascribed in **Section 16.2**.
- 2.31 “**Sponsor**” has the meaning ascribed in the **Preamble**.
- 2.32 “**Sponsor Events**” has the meaning ascribed in **Section 5.3**.
- 2.33 “**Sponsor IP**” has the meaning ascribed in **Section 3.1.2**.
- 2.34 “**Sponsor Personnel**” has the meaning ascribed in **Section 13.1.8**.

- 2.35 “**Sponsor Suite**” has the meaning ascribed in **Section 9.1**.
- 2.36 “**Sponsorship Fee**” has the meaning ascribed in **Section 4.1**.
- 2.37 “**Team**” has the meaning ascribed in **Section 10**.
- 2.38 “**Tenant**” has the meaning ascribed in **Section 10**.
- 2.39 “**Term**” has the meaning ascribed in **Section 16**.
- 2.40 “**Term Commencement Date**” means September 1, 2020.
- 2.41 “**Trademarks**” has the meaning ascribed in **Section 14.3**.
- 2.42 “**Village IP**” means any Intellectual Property of the Village, including, without limitation, the right to use of which is licensed hereunder.
- 2.43 “**Vitamin Product**” has the meaning ascribed in **Section 7.1**.
- 2.44 “**Windy City Bulls**” has the meaning ascribed in **Section 10.1**.

3. RIGHTS GRANTED:

3.1 Rights Granted to Village and Arena Manager.

3.1.1 Sponsor hereby grants to the Village a non-exclusive, royalty-free, worldwide license to use, and allow Arena Manager and a Team and/or Tenant to use, Sponsor IP, but only for the purpose of advertising and promoting the Arena and events therein, and to the extent Sponsor IP is incorporated in the Arena Domain Name, Arena Logo and Arena Name the perpetual right to use for historical and archival use related to the Arena and/or a Team or Tenant or third party doing business with the Arena, in either case with the right to sublicense same to Arena Manager, Teams and Tenants. The Village shall follow the applicable guidelines as provided by Sponsor and as may be modified from time to time to describe and detail the standards (“**Guidelines**”) for the Village’s use of the Sponsor IP on all signage, advertising, promotions and all similar or related materials. Except for use in the Arena Domain Name, Arena Logo and Arena Name, which shall remain the property of the Village, all uses by the Village of Sponsor IP hereunder shall inure solely to the benefit of Sponsor.

3.1.2 Without limiting the foregoing, and in addition to other rights granted herein, Sponsor hereby grants the Village a limited, non-exclusive, royalty-free, worldwide license to use, and allow Arena Manager and a Team and/or Tenant or third party event doing business with the Arena to use, the following Intellectual Property of Sponsor (collectively, “**Sponsor IP**”): “NOW Health Group”, and “NOW Foods” and all names, logos, trademarks and/or service marks related thereto (expressly excluding the Arena Name, Arena Logo and Arena Domain Name, each of which is and shall constitute Village IP) including use of Sponsor IP, at locations and in such manner as more fully set forth herein, including the attached Exhibits, and in all public advertising, specialty advertising, signage, promotions, and other Arena designations used within or in connection with the Arena and the events occurring at or within the Arena, all as more fully specified in this Agreement.

3.2 Rights Granted to Sponsor.

3.2.1 Exclusive Naming Rights. The Village agrees that the Arena will be referred to as "NOW Arena" (as may be modified in accordance with this Agreement, the "**Arena Name**") during the Term hereof. Sponsor and Arena Manager shall jointly develop an Arena logo, which shall include the Arena Name (as may be modified in accordance with this Agreement, the "**Arena Logo**"), each of which shall be registered (at the option of the Village) and owned by the Village, and the current logo and accepted variations shall be attached to this Agreement as **Exhibit B** hereto; provided, however, except as provided in this Agreement the Village shall have no rights to any Sponsor IP, including, without limitation, the NOW logo and NOW name, separate and apart from the Arena Name, Arena Logo and Arena Domain Name (as defined in **Section 4.4**). The Village, at its sole cost and expense, shall have the right to file a trademark application or seek and/or secure a trademark registration for the Arena Name, Arena Logo (and tag lines incorporated in the Arena Logo) and Arena Domain Name for use in connection with goods and services related to this Agreement. Notwithstanding anything to the contrary set forth herein, the Village agrees that nothing in this Agreement shall be understood as granting the Village, expressly or by implication, any rights to the Sponsor IP except as provided herein in respect of the Arena Logo, Arena Name and Arena Domain Name, and that any and all goodwill associated with the Sponsor IP is owned and is reserved for the benefit of Sponsor. Further, except as otherwise permitted in **Sections 3.1** and **16.7** herein, upon termination or expiration of this Agreement, the Village shall cease all use of Sponsor IP, including, without limitation, any Sponsor IP incorporated in the Arena Name, Arena Domain Name or Arena Logo unless approved by Sponsor, which approval shall not be unreasonably withheld.

3.2.2 Village IP. The Village hereby grants to Sponsor a limited, nonexclusive, royalty-free, worldwide license during the Term to use the Village IP, which includes, without limitation, the Arena Name, the Arena Logo and the Arena Domain Name, in advertising and promoting its rights under this Agreement during the Term. The right to use the Village IP is nonexclusive, nonassignable and nontransferable. All uses by or on behalf of Sponsor of the Village IP shall inure solely to the benefit of the Village. Except as it relates to the Arena Logo, Arena Name and Arena Domain Name as provided herein, nothing contained herein shall in any way limit Sponsor's right to use Sponsor IP.

3.2.3 Sponsor Advertising. Sponsor shall have the right to purchase its own advertising and promotional campaign in connection with its sponsorship of the Arena, including but not limited to video and print ads, websites and other electronic media, using the Village IP, all subject to the Village's prior approval, which shall not be unreasonably withheld or delayed.

4. FEES:

4.1 Sponsorship Fee. Sponsor agrees to pay to the Village the sum of Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) per year ("**Sponsorship Fee**") throughout the Term of this Agreement for the rights granted hereunder. Payments will be fully vested and earned by Sponsor on the date payments are made. The Sponsorship Fee shall be due and payable in full on or in advance of the first day of each September of each year during the Term, commencing September 1, 2020. This payment schedule can be found in its entirety in **Exhibit J**. All sums quoted are exclusive of any agency fees, commissions or the like that may be payable by Sponsor to its advertising and media agencies (if any) and applicable taxes (if any), all of which are the responsibility of Sponsor.

4.2 Late Payments. If Sponsor fails to timely pay any amount due under this Agreement, including without limitation the Sponsorship Fee, interest shall be imposed and payable at the

rate of the lesser of one and one-half percent (1-1/2%) per month or a portion of the month from the date such payment was due until paid in full, or the highest rate permitted by law.

4.3 Payment Method. The Sponsorship Fee payments shall be made by Sponsor by wire transfer payable to the Village, no later than the dates set forth above and in **Exhibit J**.

4.4 Arena Domain Name. The Village, at its sole expense, has purchased and registered the Arena domain name (www.NowArena.com) ("**Arena Domain Name**") and shall maintain the Arena Domain Name and all annual renewals thereof at its sole expense throughout the Term of this Agreement.

4.5 Name, Logo and Customer Engagement Costs. Any costs associated with renaming the Arena to "NOW Arena," replacing all existing previous Naming Rights branding or implementing any other provisions under this Agreement shall be at the sole expense of Sponsor, including, but not limited to, all items listed under **Exhibit K**. Sponsor shall be responsible for all production and installation costs related to its signage and advertising, including, without limitation, any future production and installation costs during the Term of this Agreement. Sponsor shall be solely responsible for the costs associated with producing creative content and design. The costs to be borne by Sponsor as described in this **Section 4** and its subsections are in addition to the Sponsorship Fee due from Sponsor as set forth in **Section 4.1**.

4.6 Customer Engagement Costs. Sponsor will be solely responsible for all costs associated with the changeover and continued engagement of the NOW Lounge, Recharge Corner, and Exit Sampling throughout the Term. This includes, but is not limited to, leases or outright purchases of the interactive photo booth and two (2) new cell phone charging stations, Sponsor representative staffing, content creation, product samples, printing of coupons or any further enhancements or changes to the spaces and activations.

5. PARTNERSHIP RIGHTS:

5.1 Printed Material and Publicity. During the Term, the Arena Name, or Arena Logo where applicable, shall appear on all printed material and publicity used in connection with the Arena, including: Arena tickets sold by the box office; event programs as controlled by the Arena Manager; marketing collateral; public and media relations materials; identifying accessories of employees of the Arena; parking tickets/coupons/passes, contracts or legal documents; and any media advertising or other advertising, whether printed or electronically reproduced, relating to events at the Arena. The Village shall not be responsible for any error or omission by third parties; provided, however, that the Village shall use its reasonable efforts to make such third parties aware of and cause such third parties to comply with this requirement. With respect to this **Section 5.1**, the Village may also allow the names or logos of other companies (other than Competitors as defined in **Section 7.1**) to appear on such items.

5.2 Website, Social Media and Emails. During the Term, all pages of the Arena website (www.NowArena.com) will include the Arena Logo, and the Arena home page will contain the Arena Logo with a link to www.nowfoods.com. The applicable changeover costs shall be paid by Sponsor. Arena Manager will have the Arena Name and Arena Logo featured on all emails sent out during the Term to the email database, as managed by Arena Manager, to send out marketing content and event information. All social media platforms, including Facebook, Twitter, and Instagram, will be changed to reflect the Arena Name or Arena Logo as soon as practicable and will remain so during the Term.

5.3 Sponsor Events. Sponsor shall have the right to develop and stage events ("**Sponsor Events**") at the Arena in number and on dates and times mutually agreed by Sponsor and Arena

Manager. Unless mutually agreed upon between Sponsor and Arena Manager, bookings from three hundred and sixty-five (365) days to one hundred and twenty (120) days prior to an event date may be booked on a Monday, Tuesday, or Wednesday during the months of April, July, August, and October. All other mutually agreed upon Sponsor Event bookings can be made one hundred and twenty (120) days to sixty (60) days prior to an event date, but no confirmations will be made prior to one hundred and twenty (120) days. Sponsor will provide three (3) potential dates per event and Arena Manager will make reasonable best efforts to provide requested dates. The Windy City Bulls will be given priority during the months of their season. Sponsor also shall ensure that Sponsor Events do not interrupt standard publicly ticketed events at the Arena. Examples of Sponsor Events which may be staged at the Arena include, but are not limited to, employee or client holiday parties, conferences, annual meetings, vendor shows and promotional events. Sponsor Event days may be of three (3) types and categories, as follows:

5.3.1 Indoor Employee/Client Event Days. Sponsor shall be entitled to use the Arena for four (4) private, non-ticketed indoor employee and/or client internal Sponsor Events per year. Sponsor will be responsible for covering all programming costs of these Sponsor Events. Sponsor will be required to pay Arena Manager only for the direct costs of labor, catering and materials incurred in connection with the Sponsor Event and the direct operating costs (i.e., security and janitorial service) associated with the Sponsor Event, without being required to pay any amounts of rent, overhead, or other fixed costs that would be incurred by the Arena in all Sponsor Events, even if the Sponsor Event was not held.

5.3.2 Outdoor Summer Event Day. Sponsor shall be entitled to host one (1) Sponsor Event per year at the corresponding outdoor space for employees and/or clients. Sponsor will be responsible for covering all programming costs of these Sponsor Events. Sponsor will be required to pay Arena Manager only for the direct costs of labor, catering and materials incurred in connection with the Sponsor Event and the direct operating costs (i.e., security and janitorial service) associated with the Sponsor Event, without being required to pay any amounts of rent, overhead, or other fixed costs that would be incurred by the Arena in all Sponsor Events, even if the Sponsor Event was not held.

5.3.3 Charity Event Day. Sponsor shall be entitled to coordinate one (1) charitable day per year at the Arena that may be open to the public. Sponsor will be responsible for covering all programming costs of these Sponsor Events. Sponsor will be required to pay Arena Manager only for the direct costs of labor, catering and materials incurred in connection with the Sponsor Event and the direct operating costs (i.e., security and janitorial service) associated with the Sponsor Event, without being required to pay any amounts of rent, overhead, or other fixed costs that would be incurred by the Arena in all Sponsor Events, even if the Sponsor Event was not held.

5.3.4 Event License and Insurance Requirements. Sponsor will be required to sign an event license agreement with Arena Manager and obtain and provide proof of insurance during Sponsor-coordinated or organized events.

5.3.5 Open-Door Policy. Sponsor shall be able to reasonably access the Arena on non-Sponsor Event days during regular business hours as needed for small scale meetings, tours, and other business activity of less than twenty (20) people at a time. Sponsor will give advance notice and coordinate these occurrences directly with Arena Manager. Sponsor shall conduct business around pre-existing activities (i.e., event changeovers, Team practices, cleaning, and other day-to-day activities) and act in compliance with Arena Manager's requests.

6. **SIGNAGE:** All signage at the Arena shall conform to applicable ordinances, laws, rules, and regulations unless and only to the extent a valid waiver or variance therefrom has been granted by governmental authorities having jurisdiction over such signage, in which case, such signage shall comply with the conditions of such waiver or variance. The Parties further agree as follows:

6.1 **Name and Logo Changeover Process.** Arena Manager will facilitate all signage changes in conjunction with Sponsor. Arena Manager will work with third party companies to provide cost estimates and formal quotes. The Village shall invoice Sponsor for these costs in advance, and Sponsor shall pay the Village prior to the commencement of the work of the third party companies and within thirty (30) days of receiving the invoices.

6.2 **Existing External Signage to be Changed.** Signage identified on **Exhibit C** that is in existence on the Effective Date shall, at Sponsor's sole cost and expense, be changed to the Arena Name or Arena Logo. The depictions on **Exhibit C** are for illustrative purposes only. Final dimensions, specifications and artwork shall be mutually agreed upon in writing by Sponsor and the Village.

6.3 **Existing Internal Signage to be Changed.** Signage identified on **Exhibit D** that is in existence on the Effective Date shall, at Sponsor's sole cost and expense, be changed to the Arena Name or Arena Logo. The depictions on **Exhibit D** are for illustrative purposes only. Final dimensions, specifications and artwork shall be mutually agreed upon in writing by Sponsor and the Village.

6.4 **New Signage to be Added.** Signage identified on **Exhibit E** and any mutually agreed upon future signage such as adding a large NOW@ vitamin bottle that is not in existence on the Effective Date shall be installed, at Sponsor's sole cost and expense, by the Village and shall include the Arena Name or Arena Logo as indicated on the depiction. The depictions on **Exhibit E** are for illustrative purposes only. Final dimensions, specifications and artwork shall be mutually agreed upon in writing by Sponsor and the Village.

6.5 **Marquee.** The freestanding digital structure located between the Arena and Jane Adams Memorial Tollway I-90, which promotes sponsors and upcoming events ("**Marquee**"), shall reflect the Arena Name and Arena Logo during the Term. In the event Sponsor requests the Village to enhance or replace the Marquee (to the extent permitted hereunder), and the Village agrees to such changes, Sponsor shall be responsible, at its cost, for the design, production and installation of such replacement Marquee. Once installed, title to any replacement Marquee shall vest with the Village. Any and all changes to the Marquee are subject to the approval of the Village, and shall meet all regulations, legal requirements and third party rights.

6.6 **Roof Signage.** If Sponsor wishes to advertise on the roof of the Arena, Sponsor will be solely responsible for all costs and expenses associated with production, fabrication, and installation of such signage as well as for the removal expenses of such roof signage at the end of the Term. If Sponsor proceeds with roof signage, Sponsor will deposit the amount quoted for removal of such signage to the Village to hold or provide credit equal to the removal amount for removal purposes over the Term of this Agreement. Final dimensions, specifications and artwork shall be mutually agreed upon in writing by Sponsor and the Village.

6.7 **Changes During Term.** In the event Sponsor requests that any Sponsor signage be changed, rotated, or altered during the Term, subject to the Village's prior written approval, Sponsor shall be responsible for the production and fabrication thereof and for all associated costs, including the installation and removal expenses incurred by or on behalf of the Village as a result thereof.

6.8 Signage Evolution. Sponsor and the Village acknowledge that signage and advertising opportunities in and/or relating to the Arena may evolve over the course of the Term, and the advertising and sponsorship elements described in this Section 6 may be changed by mutual written agreement of the Parties. In addition, if any of the original elements enumerated herein are for any reason discontinued or no longer available, the Village shall have the right, without being deemed in breach hereof, to modify the elements and/or substitute others of at least approximate equivalent value (in the aggregate), as such value is determined by the Village in its reasonable discretion based upon Arena Manager's then-applicable rates. Furthermore, the Parties each recognize that laws, rules or regulations may, from time to time, preclude various rights from being exercised under this Agreement, which may dilute the promotional value granted to Sponsor hereunder. In such event, the Village and Sponsor will negotiate in good faith with respect to new and/or additional elements which may restore substantially all of the promotional value herein granted, but in no event shall the Sponsorship Fee paid by Sponsor to the Village hereunder be reduced as a result of the preclusive effect of such laws, rules or regulations.

6.9 Signage Maintenance. The Village shall use reasonable efforts to maintain in a state of good condition and repair, reasonable wear and tear as excepted, the Marquee and all other signs identifying the Arena or advertising Sponsor as required by this Agreement after installation.

6.10 Content. Sponsor shall be solely responsible for furnishing all creative content and the costs associated with creating advertising and promotional materials for the Customer Engagement activities ascribed herein. This includes, but is not limited to, any digital, video and photo content for the NOW Lounge, Recharge Corner, and the LED Lobby Board and Marquee Digital Ads.

6.11 Signage Limitations. Anything herein to the contrary notwithstanding, the Parties agree to comply with all rules and requirements promulgated or imposed by the NBA, NBA G-League, NCAA, all USA Olympic sports such as USA Volleyball and USA Gymnastics, the BIG®, the IISA, or any other governing body or league with respect to display of corporate names, logos or similar advertising during events sanctioned by such body or league being held at the Arena, and such compliance, notwithstanding efforts by the Parties, shall not give rise to a claim by Sponsor for breach by the Village of this Agreement. Subject to the foregoing limitation, the Village represents that Sponsor shall have the right to display the Arena Logo in a similar manner as shown on Exhibit D in connection with the Tenant events. Display and, if applicable, illumination of interior signage may be limited to public Arena events, and illumination of interior signage shall further be limited to those events in which illumination is appropriate. Such display and interior illumination shall further be subject to any restrictions imposed by any third party event promoters.

6.12 Village Approvals. The Village shall have the absolute right to approve all signage and other advertising features which are to be furnished by Sponsor hereunder, which approval shall not be unreasonably withheld or delayed.

7. EXCLUSIVITY: Sponsor shall have the following exclusive advertising, signage and promotional rights with respect to permanent signage within or at the Arena within the exclusive category as defined in Section 7.1 ("Category Exclusivity") during the Term of this Agreement:

7.1 Vitamin Product. Unless Sponsor shall expressly consent otherwise in writing, no vitamin supplement other than Sponsor's products shall be advertised in or on the Arena ("Vitamin Product"). The Village shall not permit any Competitor (defined below) to advertise or promote themselves generally or any products within the Vitamin Product category on permanent signage at the Arena. For purposes of this Agreement, "Competitor" shall mean any firm, company or other person other than Sponsor that is predominantly engaged in the business of vitamin supplements that compete with

Sponsor's products, including, without limitation, Nature's Way, Garden of Life, Natural Factors, New Chapter, Gaia Herbs, Solaray, GNC and The Vitamin Shoppe.

7.2 Event Sponsorship Exclusivity Exceptions. Notwithstanding the above, the Village may engage or permit its promoters or sponsors of events at the Arena to engage national or regional sponsors or advertisers of one-time or limited engagement public events at the Arena (for example, if GNC were to be a title sponsor or presenter of a nationwide concert tour). The related display of temporary banners, signs and similar event-specific materials for such sponsor, or any Local Sponsor (defined below), or their products or services shall not be deemed a violation of the Village's grant of Category Exclusivity to Sponsor provided herein, and hospitality and associated promotional announcements at the Arena shall also be permitted. The Village shall, however, use commercially reasonable efforts to prevent a national or regional event sponsor that is determined as a Competitor from physically displaying actual products at the Arena in conjunction with such an event. Except in situations described herein, in no event shall any event sponsorship permitted hereunder afford any other sponsor, or Arena Manager or the Village, any right, privilege, or entitlement to cover or otherwise obscure the Arena Name or Arena Logo.

7.3 Bookings. The Village and Arena Manager shall be permitted to negotiate and enter into contracts for any events with Competitors at the Arena, which activities shall not be subject to the foregoing limitations contained in Section 7.1. Notwithstanding the foregoing, the Village and Arena Manager shall ensure any contracts for events adhere to the requirements set forth in Section 7.2.

7.4 Local Sponsors. Sponsor understands and acknowledges that local sponsorships are critical for mid-size arenas to generate sufficient revenue to cover operating costs. On occasion, Arena Manager will seek to create limited strategic relationships with businesses ("**Local Sponsors**") that are designated as health-centric, but do not directly compete with Sponsor (for example, Fisher Nuts or Chiro One sponsoring Northwest Fourth Fest, or PetSmart sponsoring a Windy City Bulls game). While it is possible these businesses may sell similar or competing products to Sponsor, these businesses do not represent significant competition and the Village shall be allowed under this Agreement to obtain such sponsorships.

8. CUSTOMER ENGAGEMENT: Various non-exclusive use spaces of the Arena and interactive occurrences shall be available for customer engagement activities during most events as follows ("**Customer Engagement**"):

8.1 Press Conference & Kickoff Event. The Village and Arena Manager will coordinate a press conference and kickoff event on a mutually agreed date with Sponsor to publicize and promote the new Arena Name and Arena Logo.

8.2 NOW Lounge. The Southeast corner of the concourse will be rebranded to the "**NOW Lounge.**" The location, design, furnishings, and signage for the NOW Lounge are included in **Exhibit F**, which depictions are for illustrative purposes only. Final dimensions, specifications and artwork shall be mutually agreed upon in writing by Sponsor and the Village. Except as provided herein, the Village will allow Sponsor to place representatives in the NOW Lounge at Arena events for promotion and support, at Sponsor's sole expense. Said representatives shall coordinate their arrival with Arena Manager no less than twenty-four (24) hours in advance of an event and shall defer to the direction of Arena Manager, should their presence or location within the NOW Lounge need to be limited or restricted during an Arena event. Arena Manager may, upon timely notice to Sponsor, prohibit said representatives from appearing during Arena events. Sponsor's representatives shall be prohibited from appearing at all Tenant events without the express written consent of the Tenant, including the Windy City Bulls, as further outlined herein.

8.3 Recharge with NOW Corner. A new cell phone charging area (“**Recharge Corner**”) will be implemented in the Northwest corner of the Arena. The location, design, furnishing, and signage of the Recharge Corner are described in **Exhibit G**, which depictions are for illustrative purposes only. Final dimensions, specifications and artwork shall be mutually agreed upon in writing by Sponsor and the Village. Arena Manager reserves the right to relocate moveable pieces of the space in advance of events should their presence present safety and capacity issues in the judgment of Arena Manager.

8.4 Exit Sampling. Sponsor will be allowed to provide Arena Manager with pre-packaged sample-sized products or coupons at no cost to Arena Manager or the Village, which Arena ushers will distribute such products or coupons to patrons on their way out of Arena events (“**Exit Sampling**”). Arena Manager may, upon timely notice to Sponsor, prohibit Exit Sampling at Arena events. Sponsor will conform and agree to all sampling guidelines and legal requirements regarding product quality and health standards prior to supplying Arena Manager with product. Sponsor is prohibited from Exit Sampling during Tenant events without the express written consent of the Tenant, including the Windy City Bulls, as further outlined herein.

8.5 Concession Product Inclusion. Arena Manager will work with Sponsor and the Arena concessionaire to provide select, pre-packaged Sponsor concession items for sale at Arena concession stands during events. Price and type of product shall be mutually agreed upon in writing between Sponsor and Arena Manager throughout the Term. Sponsor shall become an authorized vendor of the Arena concessionaire and meet all insurance, health, and safety requirements. Sponsor shall conform and agree to all guidelines and legal requirements regarding product quality and health standards prior to supplying Arena Manager or the Arena concessionaire with product.

8.6 Customer Engagement Team Limitations. As further described in **Section 10.1.2**, Sponsor is required to receive express written consent by any Tenant, including the Windy City Bulls, to place representatives on the premises or provide Exit Sampling during Tenant events.

9. HOSPITALITY RIGHTS: The Village and Arena Manager agree that during the Term, Sponsor shall be entitled to the following hospitality rights (“**Hospitality Rights**”):

9.1 Sponsor Suite. Sponsor shall be entitled to use of the Sponsor Suite, Suite #124, which is located on the lower level of the Arena and accommodates fifteen (15) guests (“**Sponsor Suite**”).

9.1.1 Suite Tickets and Capacity. Sponsor shall receive fifteen (15) complimentary tickets for Suite #124 for all publicly ticketed events at the Arena in which suites are sold by Arena Manager.

9.1.2 Parking Passes. Sponsor will be provided with six (6) annual parking passes for all events at the Arena each year of the Term. Sponsor will also be provided with sixty (60) single event use parking passes each year of the Term.

9.1.3 Suite Branding and Design. Sponsor has the option to brand and design the Sponsor Suite to Sponsor’s liking at Sponsor’s sole expense with prior written approval from Arena Manager.

9.1.4 Suite Food and Beverage. Sponsor will have the ability to cater food and beverage for events through the Arena concessionaire, at Sponsor’s sole expense.

9.1.5 Suite Relocation. In the case that the view from the Sponsor Suite is obstructed due to the scaling and production of an event, Sponsor Suite location may be temporarily changed to a different suite location at Arena Manager's discretion. Arena Manager will, to the best of its ability, relocate the Sponsor Suite to a comparable location. This location may contain less than fifteen (15) tickets, but no less than twelve (12) tickets. Any inability to relocate the Sponsor Suite due to production restraints will not be deemed a breach of this Agreement.

9.2 Charitable Donation Suite. An additional complimentary suite that will include no less than ten (10) tickets shall be made available to Sponsor without additional cost solely for distribution to charities for direct use by such charity or for charitable fundraising purposes ("Charitable Suite"). Use of this suite will be limited to availability, but available to Sponsor for most publicly ticketed events at the Arena in which suites are sold by Arena Manager, but is not guaranteed for all Arena events. The suite is not transferable to general seating tickets, and shall not be unreasonably withheld by Arena Manager.

9.3 Additional Ticket Allotment. In addition to the Sponsor Suite tickets referred to above, upon request and if available at the time of the request, Sponsor shall be entitled to forty (40) additional complimentary tickets for all publicly ticketed events at the Arena.

9.4 Additional Ticket Purchases. Sponsor shall have the right and option (but not the obligation) to purchase reasonable quantities of additional tickets for events at the Arena at the most favorable prices offered to the public, subject to availability.

9.5 Club Memberships. If the Arena shall establish public memberships or preferred/special access clubs at the Arena, Sponsor shall be entitled to memberships in such clubs as is mutually agreeable by Sponsor and Arena Manager.

9.6 Limitation. Anything herein to the contrary notwithstanding, the Parties agree to comply with all rules and requirements promulgated or imposed by the NBA, NBA G-League, NCAA, all USA Olympic sports such as USA Volleyball and USA Gymnastics, the BIG®, the IHSA, or any other governing body, league or event promoter with respect to hospitality during events sanctioned by such body or league being held at the Arena.

9.7 Substitute Hospitality Rights. The Parties agree to cooperate and to use their commercially reasonable efforts to negotiate substitute and alternative Hospitality Rights of equal or comparable value if any existing or planned Hospitality Rights are no longer available or possible. In each such case, Arena Manager will suggest an alternative to Sponsor. If the Parties cannot agree on an alternative promotion, sign, or right, the dispute resolution provisions of Section 17 will apply.

9.8 Assumed Hospitality Liability. Sponsor is responsible and liable for all occupants, guests of and invitees (collectively, "Invitees") to the Sponsor Suite. Sponsor shall ensure that Invitees that consume alcohol in the Sponsor Suite are of legal drinking age and drink responsibly. Further, to maintain compliance with the rules and regulations set forth by the Village and the State of Illinois, Sponsor shall adhere to the following: Alcoholic beverages cannot be brought into or taken out of the Arena. It is the responsibility of Sponsor or its representative to monitor and control alcohol consumption within the Sponsor Suite. It is unlawful to serve alcoholic beverages to an intoxicated person. During some events, alcohol consumption may be restricted.

10. TENANTS AND TEAM SPONSORSHIPS: A sports team or performing arts group (in either case a "Team" or "Tenant") may sell sponsorships that include temporary advertising in the Arena. Sponsor acknowledges and agrees that restrictions arising from the Category Exclusivity in this Agreement

shall not be applied to, but will not be limited to, ads placed upon uniforms, programs and the internet websites of the Teams or Tenants.

10.1 Windy City Bulls. The NBA G-League Team which serves as the main Tenant of the Arena is licensed by Northwest Sports LLC, an Illinois limited liability company (“**Windy City Bulls**”).

10.1.1 Included Windy City Bulls Assets. Pursuant to the 2015 license agreement between the Village and the Windy City Bulls, the Windy City Bulls grants Sponsor the right to display Sponsor Logo or Arena Logo on the Arena basketball court, subject to the terms hereof. The Windy City Bulls shall also provide Sponsor the opportunity to display video advertising for Sponsor on the digital Arena scoreboard for thirty (30) seconds per half of each home game.

10.1.2 Other Windy City Bulls Assets. All other Windy City Bulls sponsorship and advertising assets are property of the Windy City Bulls and not included in this Agreement. A partial list of these Windy City Bulls assets (“**Basketball Inventory**”) can be found and defined in **Exhibit H**. If Sponsor is interested in Exit Sampling, having Sponsor representatives in the NOW Lounge or simply expanding their exposure at Windy City Bulls events further than the assets described in **Section 10.1.1** hereof, Sponsor will be required to receive express written permission separately from the Windy City Bulls. Pursuant to the license agreement between the Village and Windy City Bulls, Windy City Bulls will not enter into any new sponsorship agreements in which Basketball Inventory is used to promote goods and services of Sponsor Category Exclusivity.

10.1.3 Windy City Bulls Scheduling Priorities. Pursuant to the 2015 license agreement between the Village and the Windy City Bulls, Arena Manager must provide the Windy City Bulls with twenty-four (24) weekend dates for event day scheduling priority. Sponsor understands and acknowledges this may limit the days available to Sponsor as described under **Section 5.3**.

11. REPRESENTATIONS, WARRANTIES AND COVENANTS:

11.1 Of the Village. The Village represents, warrants and covenants that:

11.1.1 the Village has the sole and full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other party;

11.1.2 the Village IP does not infringe the trademarks or trade names or other rights of any other person;

11.1.3 the Village has or shall obtain, as the case may be, all government licenses, permits or other authorizations necessary to convey the rights provided to Sponsor hereunder and to conduct the events as contemplated under and related to this Agreement;

11.1.4 the Village will comply with all applicable laws, regulations and ordinances pertaining to this Agreement and its obligations hereunder;

11.1.5 except as otherwise provided herein, the Village shall be responsible for the maintenance and operation of the Arena and ensuring the Arena’s compliance with all applicable laws, rules, ordinances and regulations; and

11.1.6 except as otherwise provided herein, the Village shall be responsible for any and all events booked by the Village or Arena Manager or any Team/Tenant Event and will ensure that such events are promoted and operated in compliance with all applicable laws, rules, ordinances and regulations.

11.2 Of Sponsor. Sponsor represents, warrants and covenants that:

11.2.1 Sponsor owns all Sponsor IP, and possesses all rights necessary to grant the licenses set forth herein, with the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the Intellectual Property rights of any other party;

11.2.2 the granting of the licenses hereunder, and the performance of its obligations hereunder, shall not conflict with or otherwise cause Sponsor to be in breach of any other agreement;

11.2.3 Sponsor has all government licenses, permits or other authorization necessary to conduct its business;

11.2.4 Sponsor IP does not infringe the trademarks or trade names or other rights of any other person; and

11.2.5 except as otherwise provided herein, Sponsor shall be responsible for any and all Sponsor Events and will ensure that such Sponsor Events are promoted and operated in compliance with all applicable laws, rules, ordinances and regulations.

11.3 Ongoing Obligations of Sponsor.

11.3.1 Exclusive Use of Arena Name, Arena Domain Name and Arena Logo: Other than use of the Arena Name, Arena Domain Name and Arena Logo permitted hereunder during the Term, Sponsor shall not use, or permit others to use, the Arena Name, Arena Domain Name or Arena Logo, or any confusingly similar names or marks, in conjunction with any other public access event facility. Notwithstanding the foregoing, nothing contained herein shall prevent Sponsor, exclusive of the Arena Name, Arena Domain Name and Arena Logo, from using Sponsor IP for marketing and promotional events hosted at other venues for the purpose of promoting Sponsor and Sponsor's products.

12. INSURANCE:

12.1 The Village. The Village shall at all times during the Term carry, from insurance companies licensed to do business in Illinois and with a minimum rating of "A- VII" or better (as determined by A.M. Best Company): (a) commercial general liability insurance with a minimum combined bodily injury and property damage limit of at least ten million dollars (\$10,000,000); (b) personal injury and advertising liability coverage, with a minimum limit of at least five million dollars (\$5,000,000) and providing coverage against any and all Losses (as defined below) arising out of any offense in any advertising or promotion related to the Arena; (c) workers' compensation insurance in compliance with state statutory laws, including employers' liability, with minimum limits of \$1,000,000 each accident, \$1,000,000 disease (each employee), and \$1,000,000 disease (policy limit); (d) commercial automobile liability insurance, covering owned, non-owned, leased or hired automobiles, with a minimum combined single limit of \$1 million each accident; and (e) umbrella liability insurance, in excess of each of the above,

with minimum limits of \$10,000,000 each occurrence and \$10,000,000 general aggregate. All liability insurance policies must name NOW Health Group, Inc. ("**Additional Insureds**") as additional insureds and further must contain cross liability endorsements or their equivalents. Further, coverage for the Additional Insureds shall apply on a primary and non-contributory basis irrespective of any other insurance, whether collectible or not. Any policy deductibles or retentions, whether self-insured or self-funded, shall be the obligation of the Village and shall not apply to Sponsor. All policies shall be endorsed to provide a waiver of subrogation in favor of the "Additional Insureds." The Village shall furnish Sponsor with certificates of insurance evidencing compliance with all insurance provisions noted above within thirty (30) days after the execution of this Agreement and annually at least ten (10) days prior to the expiration of each required insurance policy.

12.2 Sponsor. Sponsor shall at all times during the Term carry, from insurance companies licensed to do business in Illinois and with a minimum rating of "A- VII" or better (as determined by A.M. Best Company): (a) commercial general liability insurance with a minimum combined bodily injury and property damage limit of at least three million dollars (\$3,000,000); (b) personal injury and advertising liability coverage, with a minimum limit of at least three million dollars (\$3,000,000) and providing coverage against any and all Losses (as defined below) arising out of any offense in any advertising or promotion related to Sponsor or Sponsor's exploitation of the Naming Rights or Arena Advertising Rights; (c) workers' compensation insurance in compliance with state statutory laws, including employers' liability, with minimum limits of \$1,000,000 each accident, \$1,000,000 disease (each employee), and \$1,000,000 disease (policy limit); (d) commercial automobile liability insurance, covering owned, non-owned, leased or hired automobiles, with a minimum combined single limit of \$1 million each accident; and (e) products liability insurance, with minimum limits of \$5,000,000.00 each occurrence/aggregate; (f) umbrella liability insurance, in excess of each of the above, with minimum limits of \$5,000,000 each occurrence and \$5,000,000 general aggregate. Sponsor shall furnish the Village with certificates of insurance evidencing compliance with all insurance provisions noted above within thirty (30) days after the execution of this Agreement and annually at least ten (10) days prior to the expiration of each required insurance policy.

13. INDEMNIFICATION:

13.1 Indemnification by Sponsor. Sponsor agrees to indemnify, defend and hold harmless the Village, Arena Manager, the Arena concessionaire and their respective officers, directors, trustees, contractors, employees, agents, representatives, and their respective heirs, successors, and assigns, from any and all claims, actions, liabilities and costs and expenses, including reasonable attorneys' fees ("**Losses**"), arising from or in connection with any of the following:

13.1.1 Third Party Contracts. Sponsor's failure to observe or perform any duties or obligations to be observed or performed on or after the Effective Date by or on behalf of Sponsor under third party contracts to which Sponsor is a party or otherwise bound;

13.1.2 Village IP. Sponsor's breach of its obligations with respect to Village IP;

13.1.3 Infringement. Infringement or misappropriation or alleged infringement or alleged misappropriation of a third party's Intellectual Property rights;

13.1.4 Government Claims. Claims for fines, penalties, sanctions, interest or other monetary remedies imposed by a governmental body, regulatory agency or standards organization resulting from Sponsor's failure to perform its responsibilities under this Agreement;

13.1.5 Taxes. Taxes, together with interest and penalties, that are the responsibility of Sponsor hereunder;

13.1.6 Claims Arising in Customer Engagement Activities. Claims arising from services or products provided by Sponsor to a third party as part of Customer Engagement activities, including the consumption or any distribution of any samples or concession items;

13.1.7 Affiliate, Subcontractor or Assignee Claims. Any claim initiated by (i) a Sponsor affiliate or subcontractor asserting rights under this Agreement or (ii) any entity to which Sponsor assigned, transferred, pledged, hypothecated or otherwise encumbered its rights under this Agreement;

13.1.8 Claims. Any claim by Invitees or Sponsor employees or contractors (“Sponsor Personnel”) for death or bodily injury suffered on or around the Arena to the extent caused by Sponsor’s gross negligence or willful misconduct or breach of its obligations contained herein; and

13.1.9 Employment Claims. Any claim relating to any (a) violation by Sponsor, Sponsor affiliates or subcontractors, or their respective officers, directors, employees, representatives or agents, of any laws or any common law protecting persons or members of protected classes or categories, including laws prohibiting discrimination or harassment on the basis of a protected characteristic; (b) liability arising or resulting from the employment of Sponsor Personnel by Sponsor, Sponsor affiliates or subcontractors (including liability for any social security or other employment taxes, workers’ compensation claims and premium payments, and contributions applicable to the wages and salaries of such Sponsor Personnel); (c) payment or failure to pay any salary, wages or other cash compensation due and owing to any Sponsor Personnel, (d) employee pension or other benefits of any Sponsor Personnel, or (e) other aspects of the employment relationship of Sponsor Personnel with Sponsor, Sponsor affiliates or subcontractors or the termination of such relationship, including claims for wrongful discharge, claims for breach of express or implied employment contract and claims of joint employment.

13.2 Indemnification by the Village. The Village agrees to indemnify, defend and hold harmless Sponsor and its respective officers, directors, trustees, contractors, employees, agents, representatives, and their respective heirs, successors and assigns, from any and all Losses arising from or in connection with any of the following:

13.2.1 Arena Events. Any claims, including, without limitation, for death, bodily injury or property damage suffered on or around the Arena to the extent caused by Village’s or Arena Manager’s gross negligence or willful misconduct or breach of their obligations contained herein, or from any Team/Tenant event or any event booked by Arena Manager or the Village.

14. INTELLECTUAL PROPERTY:

14.1 In the event of any expiration or termination of Sponsor’s authority to use and to license to the Village the use of the Sponsor IP, the Parties shall have the obligation and authority, at the sole expense of Sponsor, to promptly cause the same to be removed from the Arena and all uses associated with the Arena. If this Agreement shall terminate by breach, lapse of time, or non-renewal, Arena Manager and the Village shall promptly discontinue use of the Sponsor IP and the Parties shall promptly cause all Sponsor IP to be removed from use in connection with the Arena. Notwithstanding the foregoing, the

continued use of the Arena Domain Name, Arena Logo and Arena Name or the display of any Sponsor IP on any materials created during the Term shall not be deemed a breach hereof.

14.2 Limitation on Rights. All rights not expressly granted to Sponsor herein are hereby reserved to the Village and the Arena's various present and future Tenants and licensees from time to time. Sponsor hereby acknowledges and agrees that the Village has retained the sole and exclusive right to enter into signage and advertising commitments with other parties and cause additional signage and advertising to be displayed throughout and with respect to the Arena, provided only that such signage and advertising does not infringe upon the Category Exclusivity rights granted pursuant to hereto ("**Arena Advertising Rights**").

14.3 Use of Name. During the Term hereof, the Village, when making reference to the Arena (including, without limitation, in its contracts, agreements, arrangements, writings, and communications pertaining to the Arena and to and with Arena Manager, Teams, Tenants, licensees and other users, the media and others), shall use the Arena Name, Arena Logo, Arena Domain Name and, where applicable, the Sponsor IP comprised of its logos, trademarks and/or service marks, to the extent it is incorporated into the Arena Name, Arena Domain Name or the Arena Logo (collectively, "**Trademarks**"), and shall use reasonable efforts to require all parties contracting with the Village, including without limitation, Arena Manager and any other Team or Tenants leasing the Arena, to refer to and designate the Arena as aforementioned. This permitted use shall include, but not be limited to: Internet websites related to the Arena or referencing the Arena (if any), to the extent controlled by the Village and Arena Manager; printed materials generated by or on behalf of the Village with reference to the Arena and its address; advertising by the Arena's users which refers to the Arena; schedules and admission tickets issued by any Teams and/or Tenants or users for Arena events; event programs as controlled by the Arena Manager; and public relations releases issued by or on behalf of the Village; provided, however, that the Village shall not be responsible for any error or omission by third parties.

14.4 Merchandising Rights. Except as otherwise provided herein, the Village and Arena Manager shall have in perpetuity the exclusive merchandising rights for all commercial marketing and merchandising of goods displaying or using the Arena Name, Arena Domain Name or Arena Logo (including any Trademarks) established under this Agreement ("**Merchandising Rights**"); provided, however, that nothing herein limits such Merchandising Rights of Sponsor for Sponsor Events and giveaways and promotions on behalf of Sponsor. The Village and Arena Manager shall require its licensees of the Merchandising Rights to use the Arena Name, Arena Domain Name and Arena Logo in a tasteful manner.

14.5 Inadvertent Omission. The undertakings of the Village as set forth in this Agreement are material terms of this Agreement. However, isolated, inadvertent omissions of the Arena Name, Arena Domain Name or Arena Logo by the Village, Arena Manager, Tenants, Teams, licensees or any other person shall not be deemed a violation of this Agreement.

15. FIRST CLASS OPERATIONS STANDARD:

15.1 First Class Operations. The Village and Arena Manager shall, at the Village's sole cost and expense, manage and operate the Arena in a professional manner and at a First Class level of quality and consistency intended to provide a positive attendee experience for all events, including: sufficient on-site uniformed security in accordance with industry standards for customer safety in and around the Arena, First Class standards of cleanliness in all Arena facilities open to patrons supported by regular, prompt and quality janitorial and housekeeping staff, and clean, efficient and well-staffed concessions operations appropriate to provide adequate services to patrons in a professional, businesslike and efficient manner. The obligations set forth in this Section 15.1 shall be referred to hereinafter as the

“First Class Operations Standard.” For purposes of this Agreement, **“First Class”** shall mean above the median level (i.e., in the top half) of mid-size arenas in North America during the Term.

15.2 **Maintenance and Repair.** The Village, at its cost and expense, shall undertake timely maintenance and repairs at the Arena at a level such that the Arena maintains a commercially reasonable standard for all events (**“Maintenance and Repair Standard”**). In furtherance of the foregoing, the Village shall operate and maintain in good, clean order, condition and repair the Arena, including its fixtures, machinery, equipment, improvements and all other components, so that the Arena satisfies the Maintenance and Repair Standard. The Village or Arena Manager shall provide adequately trained janitorial, pest control, maintenance and support staff to perform the Village’s obligations. If and to the extent Sponsor wishes to further enhance elements of the Arena beyond the Maintenance and Repair Standard, Sponsor will be responsible for any additional labor or other costs associated with such elements, including expenses as set forth in the then-existing labor union agreement.

15.3 **Capital Expenditures.** The Village shall be responsible for and, at its sole cost and expense shall timely make, all capital expenditures to the Arena (**“Capital Expenditures”**) required in order to meet the Maintenance and Repair Standard. The Village shall undertake such Capital Expenditures with reasonable efforts and perform such work in a timely manner.

15.4 **Operation of Events.** The Village shall be responsible for ensuring it, its Arena Manager and the Team and Tenants operate any and all events in compliance with all applicable laws, rules, ordinances and regulations.

15.5 **Advertising.** The Village, its Arena Manager and the Team and Tenants shall be responsible for any and all advertising, promotional materials and other content relating to the Arena not provided by Sponsor and any advertising, promotional material and other content related to any third party event or promotion.

16. **TERM AND TERMINATION:** Unless otherwise terminated as permitted herein, this Agreement, and the rights and obligations arising hereunder, shall remain in full force and effect for the following term unless earlier terminated as provided herein (the **“Term”**):

16.1 **Term.** This Agreement shall be binding from and after the Effective Date. This Agreement shall be in effect for fifteen (15) years, commencing on September 1, 2020 (**“Term Commencement Date”**) and shall expire August 31, 2035 unless earlier terminated as provided herein; provided, however, Sponsor may in its sole discretion opt out of the last five (5) years of this Agreement (i.e., September 1, 2030 through and including August 31, 2035) by providing, on or before March 31, 2028, written notice to the Village in accordance with Section 19 hereof. On the Term Commencement Date, the Arena may begin to be publicly referred to as **“NOW Arena”** in advertising and writing.

16.2 **Renewal Deadline.** In the event that Sponsor is not in default of this Agreement, the Village and Sponsor may negotiate in good faith prior to March 31, 2033 (**“Renewal Deadline”**) with respect to the extension of the licenses and rights granted hereunder that can become effective upon stated expiration of this Agreement. Any extension agreement approved by Sponsor must then be presented to the Village Board for its consideration by April 15, 2033. In the event the Parties do not reach an agreement regarding the extension of this Agreement before the Renewal Deadline, the Village shall thereafter be free to accept third party offers regarding Arena Naming Rights to become effective after the expiration of this Agreement.

16.3 Event of Default. Except as otherwise provided herein, an event of default (“Event of Default”) shall occur if:

16.3.1 any Party hereto shall fail to fulfill any material obligation arising under this Agreement and such failure shall continue for a period of thirty (30) calendar days after written notice of such failure;

16.3.2 either Party shall (a) make an assignment for the benefit of creditors, (b) be adjudicated bankrupt, (c) file a voluntary petition in bankruptcy or a voluntary petition or an answer seeking reorganization, arrangement, readjustment of its debts or for any other relief under Title 11 of the United States Code or any successor or other federal or state insolvency law (“**Bankruptcy Law**”), (d) have filed against it an involuntary petition in bankruptcy or seeking reorganization, arrangement, readjustment of its debts or for any other relief under any Bankruptcy Law, which petition is not discharged within thirty (30) days, or (e) apply for or permit the appointment of a receiver or trustee for its assets;

16.3.3 in the case of Sponsor or any C-Level officer or majority owner of Sponsor who is an individual, pleading guilty or nolo contendere to, or being convicted of (a) a felony offense or (b) a non-felonious criminal offense involving theft, fraud, embezzlement, forgery, misappropriation, willful misapplication or moral turpitude in the conduct of the business of Sponsor; or

16.3.4 any of the representations or warranties made by the other Party in this Agreement shall prove to be untrue or inaccurate in any material respect.

In the event of the occurrence of an Event of Default, each Party shall have all remedies available at law or in equity. The Parties hereto recognize that the rights granted pursuant to this Agreement are valuable property rights for which there may be no adequate remedy at law. In the event a temporary restraining order or temporary or permanent injunction is entered to enforce this Agreement, each Party stipulates that the same may be entered without the need to post a bond.

16.4 Village Remedies. Upon the occurrence of an Event of Default by Sponsor, the Village shall have the right to terminate this Agreement and/or any of Sponsor's rights hereunder, seek monetary damages, and/or the right to remove, cover or replace all signage and other references to the Arena Name, Arena Logo and Arena Domain Name. In addition, in such event, Sponsor shall be responsible for all costs associated with removing or changing the Arena Name, Arena Logo (including any roof signage) and Arena Domain Name, and the Village shall be permitted continued use of the Sponsor IP for a reasonable period of time thereafter not to exceed twelve (12) calendar months after expiration or termination of this Agreement.

16.5 Sponsor Remedies. Upon the occurrence of an Event of Default by the Village, Sponsor shall have the right to seek specific performance or injunctive relief without resorting to **Section 17** solely in the event of a material breach hereof which is a threat to the value of the Sponsor IP where irreparable injury is likely to result and for which monetary damages would not be a sufficient remedy.

16.6 Limitations of Liability. **SUBJECT TO ANY LIABILITY OR ANY INDEMNIFICATION OBLIGATION WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, EACH PARTY ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, ECONOMIC, OR SPECIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT, EVEN IF SUCH**

PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING; PROVIDED, THAT THE LIMITATION OF DAMAGES PROVISIONS SET FORTH IN THIS SECTION 16.6 SHALL NOT BE APPLICABLE TO ANY INDEMNIFICATION OBLIGATIONS HEREUNDER, OR ANY DAMAGES RESULTING FROM INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, OR USE EXCEEDING THE LICENSES GRANTED HEREUNDER.

16.7 Transition. Sponsor agrees that, following termination or expiration hereof for any reason, Sponsor will reasonably cooperate with the Village and Arena Manager in its efforts to transition to a new or replacement Naming Rights sponsor. In such event, the Village shall be permitted continued use of the relevant Sponsor IP and the Arena Name, Arena Logo, and Arena Domain Name for a reasonable period of time thereafter not to exceed twelve (12) calendar months after expiration or termination of this Agreement.

16.8 Effect of Termination. Upon termination of this Agreement for any reason prior to the end of the Term, the Village will be free to rename the Arena and shall cease and desist from referring to the Arena by the Arena Name and using the Arena Logo, except that reference by others to the established name or logo shall not be a violation of this Agreement or give rise to any legal or equitable claim or cause of action against either Party hereto. The Village shall notify parties contracting with the Village or its agents to cease and desist from referring to the Arena by the Arena Name. In addition, upon any such termination, Sponsor will cease and desist from referring to the Arena by the Arena Name, using the Arena Logo or Arena Domain Name or including such reference in any marketing literature or campaign. Notwithstanding anything to the contrary contained herein, nothing contained herein shall prevent Sponsor from using Sponsor IP in connection with any venue or entertainment services upon termination or expiration of this Agreement.

17. DISPUTE RESOLUTION: Except under those limited circumstances entitling either Party to seek and obtain an injunction or order of specific performance or other equitable relief as provided hereunder, any dispute arising under this Agreement, including any claimed Event of Default or the failure of the Parties to agree upon a matter that must be mutually acceptable, may be resolved in the manner set forth in this **Section 17**. Prior to the initiation of any further proceedings with respect to such dispute or matter, the Parties will discuss the dispute or matter among one (1) or more representatives of the Parties who has the power to resolve such dispute or matter and who will endeavor in good faith to resolve such dispute or matter. Such discussions will commence within ten (10) days after either Party gives the other notice that it wishes to commence such discussions and be concluded within thirty (30) days after such notice.

18. ASSIGNABILITY AND TRANSFERABILITY; SALE OF RIGHTS: Except as otherwise provided in this **Section 18**, the rights and obligations created by this Agreement are personal to and shall not be delegated, transferred or assigned by Sponsor, in whole or in part, except by prior written agreement of the Village.

18.1 Sponsor shall not assign or transfer this Agreement and/or its rights or duties hereunder (by operation of law or otherwise) without the prior written consent of the Village, which may be granted or withheld in the Village's sole discretion.

18.2 Sponsor acknowledges and agrees that Sponsor does not have the right to sublicense any of its rights hereunder and, therefore, may not engage in any co-branding or partnering arrangement with any other advertiser or sponsor with respect to any of the rights or benefits granted hereunder without the prior written approval of the Village, which approval may be withheld in the Village's sole discretion.

18.3 The Village may assign this Agreement and/or its rights or duties hereunder, in whole or in part, for administrative, operational, financing or other purposes or reasons to another entity. The Parties agree that the assignee of the Village, if such an assignment should be made, shall be able to enforce the provisions of this Agreement pursuant to such assignment without the further consent of Sponsor.

18.4 The Parties acknowledge and agree that the Village may delegate certain or all of its duties in connection with this Agreement to Arena Manager or to any other party (including any successor manager of the Arena), and the Village has delegated the management and operation of the Arena to Arena Manager.

18.5 If, during the Term of this Agreement, the Village sells, transfers or conveys the Village's interest in the Arena (including its right to name the Arena), such sale, transfer or conveyance shall be subject to the rights of Sponsor as contained in this Agreement, and the Village shall provide as part of said transaction to a third party transferee that the transferee assumes the Village's rights and obligations herein. Upon such transfer to a third party transferee, Sponsor shall look to the transferee for performance of the Village's duties and obligations under this Agreement, and the Village will be fully and completely released from liability to Sponsor under this Agreement.

18.6 Any attempted assignment or transfer in violation of the foregoing shall be null and void.

19. NOTICE TO PARTIES: Except in the event of an emergency and for any notice required under applicable law to be given in another manner, any notice, demand, request, or other communication which any Party hereto may be required or may desire to give hereunder shall be in writing and shall be deemed to have been properly given (a) if hand delivered, effective upon receipt or refusal, or (b) if delivered by overnight courier service, effective on the day following delivery to such courier service, or (c) if mailed by United States certified mail, postage prepaid, return receipt requested, effective on the second (2nd) business day after deposit in the United States mails; addressed in each case as follows:

If to Sponsor:	NOW Health Group, Inc. 244 Knollwood Drive Bloomington, IL 60108 ATTN: Dan Richard
With a copy to:	NOW Health Group, Inc. 244 Knollwood Drive Bloomington, IL 60108 ATTN: CEO
If to the Village:	Village of Hoffman Estates 1900 Hassell Road Hoffman Estates, IL 60169 ATTN: Village Manager
With copies to:	Village of Hoffman Estates 1900 Hassell Road Hoffman Estates, IL 60169 ATTN: Village Clerk

Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, IL 60169
ATTN: Owner's Representative

Global Spectrum LP d/b/a Spectra
5333 Prairie Stone Parkway
Hoffman Estates, IL 60192
ATTN: General Manager

20. MISCELLANEOUS:

20.1 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective successors and assigns, and said Parties do hereby agree for themselves and their respective successors and assigns to be bound hereby and to execute any and all instruments in writing, and to do any and all acts which may be necessary, convenient, or expedient to carry out the purposes and intent of this Agreement.

20.2 Governing Law; Venue. This Agreement, and all of the obligations of the Parties arising hereunder, shall be governed, construed, and interpreted in accordance with the laws of the State of Illinois (without giving effect to any Illinois choice of law principles which would require construction under the laws of a different jurisdiction), and Cook County, Illinois shall be deemed the proper venue for any action arising hereunder or in connection herewith.

20.3 Severability. Each provision hereof is intended to be severable, and the invalidity or unenforceability of any portion of this Agreement shall not affect the validity or enforceability of the remainder hereof, provided the overall intentions of the Parties and the purposes of this Agreement, each as expressed herein, are not materially impaired.

20.4 Partial Invalidity. If any term or provision of this Agreement, in whole or in part, shall be held invalid or unenforceable, the remaining terms and provisions hereof shall not be affected thereby and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by law.

20.5 Entire Agreement. This Agreement and Exhibits contain the entire agreement of the Parties hereto with respect to the subject matter hereof, supersedes any and all prior agreements and negotiations which may have heretofore been entered into or conducted relating to the subject matter hereof.

20.6 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 approved and executed by the Parties hereto.

20.7 Headings. The headings set forth herein are for convenience of reference only and shall not be deemed to impair, enlarge, or otherwise affect the substantive meaning of any provision to which such heading may relate.

20.8 Counterparts. This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original but all of which, taken collectively, shall be deemed a single

instrument; provided that this Agreement shall not be enforceable against any Party hereto unless all Parties hereto have executed at least one (1) counterpart.

20.9 Consents/Approvals. Except where otherwise specifically provided, whenever the consent or approval of any Party to this Agreement is required, such consent or approval shall not be unreasonably withheld, conditioned, or delayed.

20.10 Force Majeure. Notwithstanding any provision to the contrary, no damages, penalties, or termination or similar fees (whether performance or cancelation, or other) shall be due as a result of either Party's failure to perform due to any circumstance or occurrence beyond the Parties' control, and if such Party shall have used its reasonable best efforts to mitigate its effects, which makes it inadvisable, illegal, commercially impracticable, or impossible for the obligation to be fulfilled or the event to take place as planned, including, without limitation: (a) acts of God, (b) disasters (including, but not limited to, fire, flood, severe weather, and earthquake), (c) war, (d) civil disorder, (e) suspected or actual terrorism in or near the borders of the continental United States, (f) government regulation (including, but not limited to, declared states of emergency), (g) national or international public health authorities' (including, without limitation, the Centers for Disease Control or the World Health Organization) declaration of public health emergencies, communicable disease, epidemic or pandemic advisories or alerts, (h) strikes or work stoppages (other than those involving the staff of the impacted Party), (i) curtailment of transportation services (including, without limitation, travel bans and advisories), or (j) public or private policies which restrict or prohibit participants traveling to or attending an event (collectively, "**Force Majeure**"); provided, however, such Force Majeure shall not excuse Sponsor's obligation to pay all amounts otherwise due and owing under this Agreement. The Party impacted by a Force Majeure event shall promptly provide notice (which in the case of an emergency may be sent via e-mail) of a cancellation or rescheduling request due to such Force Majeure event.

20.11 No Third Party Beneficiaries. No other person shall be deemed a third party beneficiary to this Agreement.

20.12 Survival. The covenants, terms and conditions contained herein and imposed on the Parties shall survive the expiration or earlier termination of this Agreement.

20.13 Construction. In the event of a dispute between the Parties regarding this Agreement, this Agreement will be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against either Party.

20.14 Exhibits. All of the lettered Exhibits attached to this Agreement and identified herein is expressly made a part hereof as though fully stated herein.

20.15 Waiver. No waiver shall be effective unless in writing and executed by the Party to be charged with such waiver, and no waiver shall be deemed a continuing waiver in respect of any subsequent breach or default, whether similar or dissimilar in nature, unless expressly so stated in writing.

Signature Page and Exhibits to Follow

IN WITNESS WHEREOF, this Naming Rights Agreement is executed by the authorized representatives of each of the Parties on the date(s) set forth below as their respective free, voluntary, and duly authorized acts for the purposes set forth herein, to be effective as of the Effective Date.


VILLAGE OF HOFFMAN ESTATES

By: _____
Name: William D. McLeod
Its: Village President
Date: _____

Attest: _____

Date: _____

NOW HEALTH GROUP, INC.

By:  _____
Name: Jim Emme
Its: CEO
Date: 17 JUNE 2020

EXHIBITS

EXHIBIT A	<u>Real Property Legal Description</u>
EXHIBIT B	<u>Arena Logos and Marks</u>
EXHIBIT C	<u>Exterior Signage</u>
EXHIBIT D	<u>Interior Signage</u>
EXHIBIT E	<u>New & Additional Signage</u>
EXHIBIT F	<u>NOW Lounge</u>
EXHIBIT G	<u>Recharge With NOW Corner Buildout</u>
EXHIBIT H	<u>WCB Basketball Inventory</u>
EXHIBIT I	<u>[Reserved]</u>
EXHIBIT J	<u>Sponsorship Fee Payment Schedule</u>
EXHIBIT K	<u>Arena Changeover Costs</u>

EXHIBIT A

EXHIBIT A

Real Property Legal Description

ALL OF LOT 4A5E TOGETHER WITH THAT PART OF LOT 4A5G IN THE FINAL PLAT OF RESUBDIVISION OF LOT 4A5 IN PRAIRIE STONE OF LOT 4A5 IN THE RESUBDIVISION OF LOTS 4A AND 4D IN THE RESUBDIVISION OF LOT 4 IN BEARS BUSINESS PARK, BEING A RESUBDIVISION OF PART OF SECTIONS 31 AND 32, TOWNSHIP 42 NORTH, AND SECTION 4, TOWNSHIP 41 NORTH, BOTH IN RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 11, 1998 AS DOCUMENT NUMBER 98779195, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID LOT 4A5G; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 4A5G THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) NORTH 89 DEGREES 43 MINUTES 22 SECONDS WEST, 221.20 FEET; 2) NORTH 00 DEGREES 16 MINUTES 38 SECONDS EAST, 80.01 FEET; 3) NORTH 89 DEGREES 41 MINUTES 27 SECONDS WEST, 325.43 FEET; 4) NORTH 85 DEGREES 21 MINUTES 24 SECONDS WEST, 300.88 FEET; 5) NORTH 85 DEGREES 27 MINUTES 21 SECONDS WEST, 81.80 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 14 SECONDS WEST, 770.48 FEET TO THE NORTH LINE OF SAID LOT 4A5G, ALSO BEING THE SOUTH LINE OF HERETOFORE DEDICATED PRAIRIE STONE PARKWAY PER PLAT OF DEDICATION RECORDED SEPTEMBER 30, 1993 AS DOCUMENT NUMBER 93783210; THENCE EASTERLY ALONG SAID SOUTH LINE OF HERETOFORE DEDICATED PRAIRIE STONE PARKWAY, BEING AN ARC OF A CURVE CONCAVE TO THE NORTH AND NON-TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 2480.00 FEET, HAVING A CHORD BEARING OF NORTH 78 DEGREES 45 MINUTES 28 SECONDS EAST, 529.33 FEET TO THE EASTERLY LINE OF SAID LOT 4A5G, SAID LINE ALSO BEING THE WESTERLY AND NORTHERLY LINE OF HERETOFORE DEDICATED COLUMBINE BOULEVARD PER PLAT OF DEDICATION RECORDED SEPTEMBER 26, 1998 AS DOCUMENT NUMBER 98738184; THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF LOT 4A5G THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: 1) SOUTH 67 DEGREES 41 MINUTES 13 SECONDS EAST, 48.85 FEET; 2) SOUTH 27 DEGREES 33 MINUTES 22 SECONDS EAST, 178.74 FEET TO A POINT OF CURVATURE; 3) ALONG AN ARC OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 949.62 FEET, HAVING A CHORD BEARING OF SOUTH 41 DEGREES 33 MINUTES 45 SECONDS EAST, 484.28 FEET TO A POINT OF TANGENCY; 4) SOUTH 65 DEGREES 34 MINUTES 07 SECONDS EAST, 6.45 FEET; 5) SOUTH 34 DEGREES 26 MINUTES 53 SECONDS WEST, 234.66 FEET; 6) SOUTH 00 DEGREES 16 MINUTES 38 SECONDS WEST, 191.73 FEET; 7) SOUTH 89 DEGREES 41 MINUTES 27 SECONDS EAST, 127.80 FEET; 8) SOUTH 17 DEGREES 28 MINUTES 43 SECONDS WEST, 62.89 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 01-32-302-019
01-32-302-014
01-32-302-021

Common Address: 5353 Prairie Stone Parkway
Hoffman Estates, IL

EXHIBIT B

EXHIBIT B

Arena Logos and Marks



EXHIBIT C

EXHIBIT C

Exterior Signage (Page 1 of 3)





<p>Southeast LED Sign – Main external illuminated LED Logo.</p>	
<p>East Static Sign – Arena Logo placed on East side of the Arena.</p>	
<p>North Static Sign – Arena Logo placed on North side of the Arena.</p>	
<p>Main Entrance Window Strip – Sponsor Logo and tag line to be featured across ten (10) windows above the main Arena entrance.</p>	

EXHIBIT C

Exterior Signage (Page 2 of 3)





<p>Main Entrance Lettering – Arena Logo to be placed as 3-dimensional lettering above the main Arena entrance.</p>	
<p>Exterior Glass Door Signage – Arena Logo to be centered on fourteen (14) entry doors of the Arena.</p>	
<p>Exterior Marquee Fixed Top & Bottom – Arena Logo to be featured as a fixed element on the top and bottom. Bottom to be installed at the end of the current Wintrust agreement which ends November 30, 2020.</p>	
<p>Parking Monuments – Arena Logo to be featured on both sides of four (4) large Parking Monuments and two (2) small Parking Monuments.</p>	

EXHIBIT C

Exterior Signage (Page 3 of 3)

Entertainment District Directional Signage
– Arena Name to be featured on a minimum of five (5) directional signs.



State & County Signage – Arena Name to be featured on State and County directional signs along major roadways.



EXHIBIT D

EXHIBIT D

Interior Signage

Scoreboard Signage – An LED illuminated Arena Logo will be fixated above the scoreboard digital display with corresponding colors in the four (4) corners of the scoreboard.



Court Logo – Per the lease Agreement with the Windy City Bulls, the Arena Logo will be 1 of 4 main Court Logos.



Seat Back Branding – Arena Logo will be placed on approximately 1,900 Arena seats.



EXHIBIT E

EXHIBIT E

New & Additional Signage





<p>Inner Bowl Signage – Sponsor Logo or Arena Logo will be placed as static signage in mutually agreed upon position and size within the inner bowl of the Arena.</p>	
<p>Recharge Corner Façade – Sponsor signage to be featured across the façade above the Recharge Corner.</p>	
<p>Exterior Marquee Digital Slide – Sponsor will receive one (1) :05 second slide in constant 24-hour rotation on the i90 Marquee amongst upcoming events and sponsors. Sponsor may change graphic one (1) time per month.</p>	
<p>LED Lobby Board Slide – Sponsor will receive one (1) :07 second slide in constant rotation on the LED Lobby Board amongst upcoming events and advertisers during all publicly ticketed events. Sponsor may change this graphic each event.</p>	

EXHIBIT F

EXHIBIT F

NOW Lounge

- Location
 - The NOW Lounge will be located in the southeast corner of the Arena, outside of Sections 117 and 118.
- Design
 - The NOW Lounge will be rebranded from the current Shop Your Way branding to NOW Foods' color scheme with accompanying branding as to be mutually agreed upon between NOW Foods and the Arena Owner.



- Furnishings
 - The furnishings of this space will include, but not be limited to, the following:
 - Video wall of digital displays that provides curated social media content for NOW Foods and NOW Arena events.
 - Single wall with dedicated TV to NOW Foods content.
 - Photo area that features an automated camera to be used in conjunction with a painted green screen that has the ability to provide custom backgrounds.
 - Two (2) digital displays placed on support columns around the NOW Lounge to provide directions and signage for the NOW Lounge.
 - High top tables with seating.
- Video Content
 - NOW Foods will provide video content for the digital media described above at NOW Foods' expense, but such digital media will be powered and maintained by Arena Manager, including the delivery system and automated curation used for any interactive and social media furnishings.

EXHIBIT G

EXHIBIT G

Recharge With NOW Corner Buildout

- Location
 - The Recharge With NOW Corner will be located in the northwest corner of the Arena, between the Women's bathroom wall adjacent to the Arena administrative offices and load-bearing column behind Section 108.
- Design
 - The size of the Recharge With NOW Corner will be mutually determined by the Arena Owner, Arena Manager and NOW Foods. Design depiction below:



- Furnishings
 - The furnishings of this space will include, but not be limited to, the following:
 - Four (4) HD Televisions with the ability to create a video wall that can provide NOW Foods, event, advertiser, and additional content.
 - Façade signage including the NOW Foods logo inviting patrons to charge their phones in the area.
 - Two (2) moveable charging stations for patrons to charge their electronics.
 - Flooring improvement in the area to bring a cleaner, more inviting look.
 - High top tables.
- Video Content
 - NOW Foods will provide video content for the digital media described above at NOW Foods' expense, but such digital media will be powered and maintained by Arena Manager, including the delivery system and automated curation used for any interactive and social media furnishings.

EXHIBIT H

EXHIBIT H

WCB Basketball Inventory

8. Advertising, Signage, and Sponsorships.

A. The Licensee shall have the right to enter into agreements, and receive, allocate, use and distribute (at its sole and absolute discretion) all revenues, with respect to all Team-related advertising, sponsorship and promotional inventory, including, without limitation, designation as official sponsor of the Team, advertising on Team or Licensee-controlled platforms, hospitality offerings, use of Team-related intellectual property, Basketball Inventory (as defined below) and advertising (e.g.,

publications, digital and social media, commercials and promotional spots) in connection with the transmittal, broadcast, distribution and/or exhibition of Licensee Events via Multimedia Distribution (such inventory collectively, "Licensee Inventory"). "Basketball Inventory" shall include (a) temporary and/or moveable advertising, such as banners, signs, displays, curtains or audio or video messages at the Arena identifying the Licensee, the Team and/or the sponsors of the Team to the extent they are visible and/or transmitted during the Exclusive Use Period, including in the following locations: the basketball court or courtside logos (except as noted in this Section 8), player benches, player chair backs, seat back coverings, courtside seating, basketball goal supports' padding, 24-second clock, ball racks, basketball goals and stanchions, press table, scorer's table and any extensions attached thereto (including rotational signage), other rotational courtside signage, the Licensee, Team and trainer equipment and visiting team and trainer equipment, Team uniforms, the media areas, Licensee Event tickets issued by the Licensee, ticket envelopes issued by the Licensee, the video matrix on electronic scoreboards (including ribbon board digital content (except as noted in this Section 8) for display or distribution of video or audio messages during Licensee Events), programs and printed material, blimps that operate inside of the Arena and all other marketing opportunities exploited by the Licensee at the Arena (which opportunities may be created by the Licensee's utilization of new technologies) and (b) advertising and other promotional activities conducted at the Arena during the Exclusive Use Period, including, promotional events or activities (including on the basketball court) sponsored by sponsors of the Team, the exhibition and promotion of products and services at the Arena (e.g., kiosks and special areas in the concourse) and promotional or premium item give-aways.

EXHIBIT I

EXHIBIT I

[Reserved - Intentionally Left Blank]

EXHIBIT J

EXHIBIT J

Sponsorship Fee Payment Schedule

Agreement Year	Annual Fee	Fee Due Date	Contract Year
1	\$750,000.00	September 1, 2020	9/1/20 – 8/30/21
2	\$750,000.00	September 1, 2021	9/1/21 – 8/30/22
3	\$750,000.00	September 1, 2022	9/1/22 – 8/30/23
4	\$750,000.00	September 1, 2023	9/1/23 – 8/30/24
5	\$750,000.00	September 1, 2024	9/1/24 – 8/30/25
6	\$750,000.00	September 1, 2025	9/1/25 – 8/30/26
7	\$750,000.00	September 1, 2026	9/1/26 – 8/30/27
8	\$750,000.00	September 1, 2027	9/1/27 – 8/30/28
9	\$750,000.00	September 1, 2028	9/1/28 – 8/30/29
10	\$750,000.00	September 1, 2029	9/1/29 – 8/30/30
11	\$750,000.00	September 1, 2030	9/1/30 – 8/30/31
12	\$750,000.00	September 1, 2031	9/1/31 – 8/30/32
13	\$750,000.00	September 1, 2032	9/1/32 – 8/30/33
14	\$750,000.00	September 1, 2033	9/1/33 – 8/30/34
15	\$750,000.00	September 1, 2034	9/1/34 – 8/30/35

EXHIBIT K

EXHIBIT K

Arena Changeover Costs

Sponsor acknowledges that it has seen and reviewed initial quotes of main signage changeover costs. Initial estimates for like signage to existing specs, materials and locations is estimated between \$200,000-\$250,000. Larger specs, different materials and different locations may cause that estimate to increase or decrease. The costs are to include, but are not limited to:

Exterior Signage to be Changed

- Main Exterior Southeast LED Sign
- East Static Sign
- North Static Sign
- Northwest LED Sign
- Front Entrance Window Vinyl
- Main Entrance Lettering
- Exterior Glass Door Signs
- Exterior Marquee Fixed Top
- Exterior Marquee Fixed Bottom
- Large Parking Monuments
- Small Parking Monuments
- Entertainment District Signage

Now Lounge

- Wall Wrap Rebranding
- Photo Booth Lease/Purchase

Recharge Corner

- Recharge Corner Façade
- Four (4) TVs
- Content Management System for TVs
- Two (2) Cell Phone Charging Stations
- Potential Flooring Improvement

Interior Signage to be Changed

- Scoreboard Top Fixed Signage
- Scoreboard Corner Colors
- Seat Back Branding
- Suite Level & Concourse Directory Signage & Plaques

Miscellaneous

- Box Office, Tech, Ops, Replacement Staff Uniforms
- Staff identifying accessories
- Bike Rack Covers
- Stanchion Cassettes
- Website Changeover
- Estimated Miscellaneous Administrative Office Items
- Parking Slips

New & Added Signage

- Inner Bowl Signage
- Suite 124 Signage
- Exterior Marquee Purple Side
- Potential Vitamin Bottle
- Potential Roof Signage

Tenant

- Potential Tenant Administrative Office Items

TERMINATION AGREEMENT AND MUTUAL RELEASE

This Termination Agreement and Mutual Release (this “**Agreement**”) is entered into as of June __, 2020 (“**Effective Date**”), by and between the **VILLAGE OF HOFFMAN ESTATES**, an Illinois home-rule municipal corporation (“**Village**”), and **TRANSFORM SR LLC**, a Delaware corporation (“**Transformco**”) (Village and Transformco may hereinafter be referred to collectively as the “**Parties**”).

WHEREAS, Village and Sears, Roebuck and Co. (“**Sears**”) are parties to that certain Amended and Restated Sears Naming Rights Agreement, effective as of October 8, 2018 (“**Naming Rights Agreement**”), pursuant to which, among other things, the Village granted to Sears the right and opportunity to brand that certain arena located in the Prairie Stone Business Park and owned by the Village (“**Arena**”) in exchange for payment to the Village of an annual naming rights fee (“**Naming Rights Fees**”);

WHEREAS, on October 15, 2018, Sears and certain of its affiliates (“**Debtors**”) filed for bankruptcy protection in the United States Bankruptcy Court for the Southern District of New York (“**Bankruptcy Court**”);

WHEREAS, by order dated February 8, 2019 (“**Sale Order**”), the Bankruptcy Court approved the sale of certain of the Debtors’ assets to Transformco, including the right of Transformco to designate certain contracts and leases to be assumed by the Debtors and assigned to Transformco;

WHEREAS, by order dated April 2, 2019 (“**Assignment Order**”), the Bankruptcy Court established, among other things, a noticing procedure for the assumption and assignment of contracts and leases designated by Transformco;

WHEREAS, by notice dated May 2, 2019, and in accordance with the Sale Order and Assignment Order, Transformco designated, among others, the Naming Rights Agreement for assumption by Sears and assignment to Transformco, which assumption and assignment became effective that same day;

WHEREAS, the Parties have determined that it is in their respective best interests to terminate the Naming Rights Agreement pursuant to the terms and conditions set forth herein; and

WHEREAS, the Parties also desire to effect a final settlement and compromise of all claims that have been or could have been raised by them in connection with the Naming Rights Agreement as set forth herein.

NOW THEREFORE, in consideration of the above recitals, which are hereby expressly incorporated into and made a part of this Agreement, and the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and Transformco agree as follows:

1. **Termination of Naming Rights Agreement.** Notwithstanding anything to the contrary contained in the Naming Rights Agreement, including, without limitation, any required notice periods, the Naming Rights Agreement shall terminate effective as of the Effective Date; **provided, however,** that such Effective Date shall not have occurred until later of (a) the date on which this Agreement is approved by the Village Board, and (b) the date on which this Agreement has been fully executed by the Parties.

2. **Effect of Termination.**

Upon the Effective Date of this Agreement, and except as otherwise provided herein:

(a) the Parties agree that the Village shall have full right and authority to remove, alter and/or otherwise discard any and all interior signage located in the Arena on account of the Naming Rights Agreement; **provided, however,** that any and all signage located on the exterior of the Arena, including on the marquee located on Prairie Stone Parkway, on account of the Naming Rights Agreement shall remain unaltered through and including August 31, 2020, following which the Village shall have full right and authority to remove, alter and/or otherwise discard any and all such exterior signage;

(b) any and all rights or other licenses granted by one Party to another under the Naming Rights Agreement, including, without limitation, the Naming Rights, the Hospitality Rights and the Additional Marketing Rights (each as defined in the Naming Rights Agreement) shall terminate; **provided, however,** that, although Transformco shall at all times continue to own the Naming Rights Assets (as defined in the Naming Rights Agreement), the Village shall be permitted to continue to use (i) the Arena Name and Arena Logo (each as defined in the Naming Rights Agreement) for a reasonable period of time not to exceed twelve (12) months following the Effective Date at no cost or expense to the Village or its agents, and (ii) the Sears Centre Domain Name (as defined in the Naming Rights Agreement) through December 31, 2022 at the Village's sole cost and expense; and

(c) each Party's remaining obligations under the Naming Rights Agreement shall immediately cease, other than as provided herein.

3. **Mutual Releases.**

(a) Except for the obligations contained in this Agreement, and any continuing obligations under the Naming Rights Agreement specified in Section 2 above, the Village, for itself, its predecessors, successors, assigns, estates, board of directors (or similar body), directors, officers, members, committees, insurers, employees, agents and legal representatives, does hereby absolutely, unconditionally, forever and fully, generally and specifically release and discharge, as of the Effective Date, Transformco, its predecessors, successors, assigns, board of directors (or similar body), directors, officers, members, stockholders, insurers, agents and legal representatives from any and all claims,

contentions, rights, debts, invoices, liabilities, demands, liens, subrogation rights, indemnification rights, damages, losses, actions, and causes of action, of any kind whatsoever, and whether based on contract, tort, pursuant to statute or other legal or equitable theory of recovery, and whether known or unknown, suspected or unsuspected, fixed or contingent, matured or unmatured, asserted or unasserted and arising out of, relating to or in any way pertaining to the Naming Rights Agreement and/or the services provided thereunder, including without limitation, any fees, costs, or expenses incurred by or on behalf of either Party pertaining to the services provided under the Naming Rights Agreement and any Naming Rights Fees payable under the Naming Rights Agreement (collectively, the "Claims").

(b) Except for the obligations contained in this Agreement, and any continuing obligations under the Naming Rights Agreement specified in Section 2 above, Transformco, for itself, its predecessors, successors, assigns, estates, board of directors (or similar body), directors, officers, members, stockholders, insurers, agents and legal representatives, does hereby absolutely, unconditionally, forever and fully, generally and specifically release and discharge as of the Effective Date the Village, its predecessors, successors, assigns, estates, board of directors (or similar body), directors, officers, members, insurers, agents and legal representatives from any and all Claims.

(c) Nothing herein shall be construed as a release of any person or entity from any claim relating to a breach of this Agreement and the terms herein, and nothing in this Agreement shall limit the right of any of the Parties to this Agreement to enforce the terms of this Agreement.

4. **Miscellaneous**

(a) The Parties enter into this Agreement voluntarily, knowingly and after having an opportunity to consult with counsel. This Agreement is made in good faith under applicable law and is fair and reasonable. This Agreement shall not be deemed to be drafted by any Party, and any ambiguity shall not be construed against any Party.

(b) This Agreement shall be binding and inure to the benefit of the Parties and on the respective predecessors, successors, assigns, affiliates, directors, officers, employees, agents and legal representatives of the Parties.

(c) This Agreement constitutes the entire understanding between the Parties; any promise or agreement not contained herein shall not be binding upon the Parties unless set forth in writing and signed by each Party.

(d) Each Party agrees that it will reasonably cooperate with the other Party in implementing the provisions of this Agreement and the Village's efforts to transition to a replacement sponsor, provided that such cooperation shall not entail any financial cost to either Party.

(e) Subject to the Effective Date conditions set forth hereinabove, by executing below each person signing on behalf of each of the Parties hereto represents that he or she has all requisite power, authority and legal right to sign and enter into this Agreement and to bind the entity on whose behalf he or she is signing. The execution of this Agreement and performance of the Parties' respective obligations hereunder have been duly authorized and do not and will not (i) violate any provision of any law, rule, regulation, order, judgment, injunction, decree, or determination applicable to each of the Parties or of the organizational documents of the Parties, or (ii) result in a breach of or constitute a default under any agreement, lease or instrument to which each of the Parties may be bound or affected.

(f) The Parties shall bear their own costs, expenses and attorney fees in connection with the negotiation and execution of this Agreement.

(g) This Agreement shall be construed under the laws of the State of Illinois.

(h) This Agreement may be executed in counterparts, each of which may be a separate document, and all of which together shall be deemed and considered an original of this Agreement. The Parties hereto agree to accept facsimile or electronic transmission of copies of signature pages as and in place of originals. The provisions of this Agreement are severable, and if any part of it is found to be void or unenforceable, the other paragraphs shall remain fully valid and enforceable. The Parties further agree to replace any void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the purposes and intent of the void or unenforceable provision.

[Remainder of Page Left Blank]

IN WITNESS WHEREOF, the Parties have caused this Termination Agreement and Mutual Release to be executed by their respective authorized representatives as of the Effective Date.

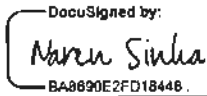
VILLAGE OF HOFFMAN ESTATES

By: _____

Name: _____

Its: _____

TRANSFORM SR LLC

By:  _____

Name: Naren Sinha _____

Its: SVP, Finance 6/17/2020 _____