**SPONSORSHIP AGREEMENT**

This SPONSORSHIP AGREEMENT (the “Agreement”) is made and entered into as of the 13th of May, 2022 (the “Effective Date”), by and among HOF Village Newco, LLC (“HOFV”), and Test Company (“Sponsor”). HOFV and Sponsor may be referred to collectively herein as the “Parties” and each individually as a “Party”.

**WITNESSETH:**

**WHEREAS,** Sponsor desires to become a sponsor of the Hall of Fame Village powered by Johnson Controls in Canton, Ohio (the “Village”) and to obtain the rights set forth herein in connection with such sponsorship;  
   
            **WHEREAS,** HOFV has the authority to enter into this Agreement with Sponsor and is willing to do so for the consideration stated herein.  
   
            **NOW, THEREFORE,** in consideration of the promises herein contained, the parties hereto agree as follows:

# 1 **Term**. The term of this Agreement (the “Term”), unless sooner terminated as provided herein, shall commence on the Effective Date and continue for a period of 5, expiring on the 31th of July, 2022.

# 2 **Fees**. For the sponsorship and other rights described herein, Sponsor shall pay to HOFV fees (the “Fees”) in the amounts, on the dates and in the manner set forth on [Exhibit A](#exhibit-a), in addition to any other amounts and details required by the terms of this Agreement. In the event, and during the period in which the Agreement is valid and in force, any amounts confirmed owed by the Sponsor, in which the Sponsor fails to pay pursuant to Section [2​](#fees) and Section [4​](#production-execution) will accrue interest from the due date at the annual rate of ten percent (10%) per annum, or, if less, the highest rate permitted by applicable federal, state or local laws or regulations (collectively, “Applicable Laws”). The Parties acknowledge and agree that payment of the Fees in full is a prerequisite to Sponsor receiving any of the Sponsorship Rights as set forth in Section [3​](#sponsorship-rights).

# 3 **Sponsorship Rights**. Subject to the terms of this Agreement, HOFV hereby grants to Sponsor, for the Term, the sponsorship rights, advertising rights and other benefits described on [Exhibit B](#exhibit-b) (the “Sponsorship Rights”).

# 4 **Production and Execution of Sponsorship Rights**.

## 4.1 Unless otherwise set forth in [Exhibit B](#exhibit-b), Sponsor shall be responsible for any expenses incurred in its exercise of the granted Sponsorship Rights, including, but not limited to, costs for any signage, physical presence at the Village, taxes and permit fees, and any travel expenses. To the extent HOFV is responsible for sourcing creation of advertising material for Sponsor, Sponsor shall be invoiced by HOFV for any such materials at the retail cost charged to HOFV by the supplier, without additional mark-up. Payment with respect to such invoice will be due forty-five (45) days following receipt by Sponsor of such invoice.

## 4.2 The design, layout, content and copy of all advertising and/or promotional materials covered by this Agreement are subject to prior written approval by HOFV, which approval shall not be unreasonably withheld (provided, however, that a rejection or denial of approval shall not be considered unreasonable if HOFV, in its sole discretion, determines that an advertising or promotional material covered by this Agreement is used in any manner that is contrary to public morals, could be deceptive or misleading or could reflect unfavorably on the good name, goodwill, reputation or image of HOFV). Design, layout, content and copy for advertising and/or promotional materials covered by this Agreement may be changed at Sponsor’s expense; provided, however, that such changes (including any change in the product to be advertised) must be approved in advance in writing by both HOFV and Sponsor.

## 4.3 Sponsor agrees, at its sole cost and expense, to supply HOFV with camera-ready artwork required for the production of advertising and/or promotional materials at least thirty (30) days before such material is scheduled to be produced. Sponsor hereby specifically authorizes HOFV to use such artwork in the production of the advertising and/or promotional materials and represents and warrants that all of its advertising copy shall comply with all applicable federal, state and local laws pertinent to the advertising of its products.

## 4.4 HOFV has the right to refrain from displaying or illuminating Sponsor’s advertising panels when required to do so by agreements with the National Football League (“NFL”), any other professional sports league, or by television network commitments.

# 5 **Intellectual Property Rights**.

## 5.1 Reservation of Rights. HOFV and Sponsor acknowledge that each Party owns or has rights in certain names, logos, trademarks, service marks, copyrights and other intellectual property (the “Marks”), and owns or has certain merchandising rights in and to the Marks, and all goodwill associated with or symbolized by the Marks. Subject to the license granted hereunder, each Party reserves all right, title and interest in and to its Marks and any merchandising rights in and to such Marks, and all goodwill associated with or symbolized by such Marks. Sponsor shall have no right to use the Marks of HOFV without the prior written consent of HOFV, which may be withheld in its sole discretion.

## 5.2 Grant of Rights by HOFV. HOFV grants to Sponsor a nonexclusive, nontransferable, royalty free license to use the marks set forth on [Exhibit C](#exhibit-c) (“HOFV’s Marks”) in the United States during the Term in connection with, but only to the extent necessary to provide for, the Sponsorship Rights. All uses of HOFV’s Marks shall inure solely to HOFV’s benefit. On termination or expiration of this Agreement, Sponsor shall cease all use of HOFV’s Marks as soon as practicable, but in any event within thirty (30) days unless the particular media which has been approved requires a longer lead time, but in no event longer than ninety (90) days. Sponsor shall have no right to assign any right granted hereunder to use HOFV’s Marks or any other Sponsorship Rights granted hereunder, to any third party or co-brand, or the HOFV’s Marks in an express or implied connection or association with any third parties.

## 5.3 Quality Control – HOFV Marks.

### 5.3.1 All uses of HOFV’s Marks must be preapproved in writing by HOFV.

### 5.3.2 Sponsor agrees that all products and services manufactured, marketed, distributed and sold under this Agreement (including under the Sponsorship Rights) shall meet or exceed the quality of its similar such products and services currently manufactured, marketed, distributed and sold in the relevant marketplaces.

### 5.3.3 Sponsor shall comply with all Applicable Laws and shall obtain all necessary licenses, permits, and governmental approvals, in connection with the manufacture, promotion, advertising, distribution, and sale of the products and services utilizing HOFV’s Marks.

### 5.3.4 Sponsor acknowledges, understands, and agrees that it shall not perform, do, or cause any act to be done, or fail to take any action, during or after the Term, or assist any third party in performing, doing, and/or causing any act to be done, which would in any way or manner be detrimental to, injure or impair, in any way or to any degree: (i) the HOFV’s Marks; (ii) any applications for registration and/or registrations therefor; (iii) the goodwill related to the HOFV’s Marks; (iv) HOFV’s federal, state and/or common law and other rights in or to HOFV’s Marks; (v) HOFV’s right, title, interest, and ownership in and to HOFV’s Marks; and/or (vi) the validity or enforceability of any of the foregoing.

## 5.4 Grant of Rights by Sponsor.

### 5.4.1 Sponsor grants to HOFV a nonexclusive, nontransferable, royalty free license to use the marks set forth on [Exhibit D](#exhibit-d) (“Sponsor’s Marks”) in the United States during the Term in connection with, but only to the extent necessary to provide for, the Sponsorship Rights and the advertising and promotion of the Village, including, without limitation, any musical, athletic or other live performance events at the Village. HOFV shall have the right to identify Sponsor as a sponsor of the Village and to use the Sponsor’s Marks in connection with television, radio, Internet, VOD, and print advertising of the Village and events held at the Village. Sponsor acknowledges that it is familiar with HOFV’s events and services and agrees that HOFV may use Sponsor’s Marks provided that HOFV’s events and services are of similar or better quality to the events and services that HOFV offers as of the Effective Date. On termination or expiration of this Agreement, HOFV shall cease all use of Sponsor’s Marks as soon as practicable, but in any event within thirty (30) days unless the particular media which has been approved requires a longer lead time, but in no event longer than ninety (90) days.

### 5.4.2 HOFV acknowledges, understands, and agrees that it shall not perform, do, or cause any act to be done, or fail to take any action, during or after the Term, or assist any third party in performing, doing, and/or causing any act to be done, which would in any way or manner be detrimental to, injure or impair, in any way or to any degree: (i) Sponsor’s Marks; (ii) any applications for registration and/or registrations therefor; (iii) the goodwill related to Sponsor’s Marks; (iv) Sponsor’s federal, state and/or common law and other rights in or to Sponsor’s Marks; (v) Sponsor’s right, title, interest, and ownership in and to Sponsor’s Marks; and/or (vi) the validity or enforceability of any of the foregoing.

### 5.4.3 Limitations on Rights. Each Party agrees it will not use the Sponsorship Rights or any license granted under or in connection with this Agreement in any manner which could reasonably be expected to (i) infringe upon the intellectual property or other propriety rights or rights of publicity or privacy of a party to this Agreement or any third party, (ii) violate any law, statute, regulation, or ordinance applicable to it, including, without limitation, laws regarding obscenity, discrimination, unfair competition and false advertising, or (iii) be defamatory or trade libelous.

# 6 **Product Purchase Agreement.** INTENTIONALLY OMITTED

# 7 **Termination; Available Remedies**.

## 7.1 Right to Terminate for Default Other than Failure to Pay. A Party shall be in default hereunder if any of the following events shall occur (each of such events being an “Event of Default”):

### 7.1.1 Such Party fails to perform timely any of its material obligations hereunder (other than a breach by Sponsor covered by Section [7.2​](#X2e03f7451ba8fce71e16153c78510adc0749259)) and such default shall continue for a period of thirty (30) days following receipt by such Party of written notice from the other Party specifying such default; provided that, if the default specified in such notice is curable but of a nature such that it cannot be cured through the exercise of reasonable diligence within the thirty (30) day cure period, then such thirty (30) day cure period shall be extended to a period as is reasonable (but in no event more than one hundred eighty (180) days, subject to delay due to force majeure) to cure such default, provided that the non-performing Party has proceeded at all times and is continuing to proceed in a diligent and reasonable manner to cure;

### 7.1.2 Such Party becomes insolvent, or takes the benefit of any present or future insolvency or bankruptcy statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement, reorganization or readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or any state thereof, or consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property;

### 7.1.3 Such Party sells, conveys, assigns or otherwise transfers all or substantially all of its assets (other than to one of its affiliates in the case of HOFV); or

### 7.1.4 As a result of a criminal act or an act of moral turpitude by any officer or director of a Party, the reputation of either Party shall be materially adversely effected and which will be deemed an Event of Default.

If either Party is in default under this Section [7.1​](#Xe76a19ce5e81a73fce5b396af17d3818531f8ab) beyond the applicable grace or cure periods, then the other Party shall be entitled to terminate this Agreement and to seek such other remedies as are described in Section [7.4​](#X36e98b718f2d9c85c13045ca2cce00a56b83cb4).

## 7.2 Right to Terminate for Sponsor’s Failure to Pay All Amounts Due. In the event that Sponsor shall fail to pay to HOFV when due any sum required by this Agreement to be paid, including without limitation any amount due under Section [2​](#fees) or Section [4​](#production-execution) hereof, and if such breach is not cured by Sponsor within thirty (30) business days after the due date and written demand of such payment, HOFV shall be entitled to terminate the Agreement and to seek such other remedies as are described in Section [7.4​](#X36e98b718f2d9c85c13045ca2cce00a56b83cb4).

## 7.3 Right to Terminate for Potential Reputational Damage. Any Party may terminate this Agreement at any time without liability if association with the other Party could, in such Party’s reasonable opinion, materially damage the reputation or image of such Party or Party’s affiliates or in the event any Party breaches Section [11.8​](#miscellaneous:confidentiality) (Confidentiality).

## 7.4 Remedies; Effect of Termination.

### 7.4.1 Sponsor Remedies. In the event Sponsor exercises its right to terminate this Agreement due to an Event of Default by HOFV, all prepaid Fees and other prepaid charges relative to the period from and after termination of this Agreement shall be reimbursed to Sponsor, with prepaid Fees and other prepaid charges relative to the current contract period to be reimbursed on a pro-rata basis.

### 7.4.2 HOFV Remedies. In the event that Sponsor shall fail to pay to HOFV when due any sum required by this Agreement to be paid, including without limitation any amount due under Section [2​](#fees) or Section [4​](#production-execution) hereof, or in the event of an Event of Default by Sponsor, in either event which is not cured within the applicable grace or cure period, HOFV shall have the right, in its sole discretion, (A) to terminate this Agreement, (B) to remove immediately any advertising and/or promotional materials covered by this Agreement, and/or (C) to assert any and all other remedies which HOFV may have pursuant to law and/or equity. In the event HOFV exercises its right to terminate this Agreement under this Section [7​](#termination-available-remedies), Sponsor shall not be entitled to a refund or abatement of the Fees to be paid pursuant to Section [2​](#fees) hereunder or any other charges incurred hereunder.

### 7.4.3 Effect of Termination. In the event of a termination by either Party pursuant to this Section [7​](#termination-available-remedies), Sponsor shall return to HOFV all tickets, if any, issued to Sponsor pursuant to this Agreement. In addition, in the event of a termination by either Party for any reason (including at the expiration of the Term), the Parties agree that all representations and warranties made under this Agreement in Section [8​](#representation-and-warranties) and the indemnification provisions set forth in Section [9​](#indemnification) for any claims, demands, causes of action, suits or judgments by third parties or losses, liabilities, costs or expenses which may arise on or before the effective date of termination shall survive. In the event of expiration or termination of this Agreement, any licenses granted hereunder shall immediately terminate. The Parties agree that any outstanding payment obligations in Sections [2​](#fees) and [4​](#production-execution), as well as Sections [5.1​](#X432c39bedb653c475430530178700b88d0ef5a3), [7​](#termination-available-remedies), [10​](#dispute-resolution) and [11.4​](#miscellaneous:governing-law), shall survive any such expiration or termination of this Agreement.

# 8 **Representations and Warranties**.

## 8.1 By HOFV and Sponsor. Each of HOFV and Sponsor represents and warrants that:

### 8.1.1 such Party has the requisite right and authority to enter into this Agreement;

### 8.1.2 such Party has duly authorized the execution and delivery of this Agreement, and such execution and delivery and the performance by such Party of its obligations hereunder does not and will not violate or cause a breach of any other agreements or obligations to which such Party is a party or by which such Party is bound, and no approval or other action by any governmental authority or agency is required in connection herewith;

### 8.1.3 such Party is duly organized and in good standing under the laws of its state of organization;

## 8.2 By Sponsor Only. Sponsor represents and warrants that, except with respect to use of HOFV’s Marks (as defined herein), the exercise by Sponsor of any Sponsorship Rights and the use or other exploitation of any (A) trademark, (B) service mark, (C) name, likeness, voice or biographical data of any person, and/or (D) idea set forth in a fixed medium of expression pursuant to this Agreement shall not infringe the rights of any person or entity at any time, either during the Term or thereafter.

# 9 **Indemnification**.

## 9.1 By Sponsor. Sponsor agrees to defend, indemnify and hold harmless HOFV and its affiliates and their respective shareholders, partners, officers, directors, employees, successors, assigns, representatives, servants and agents (collectively with HOFV and its respective affiliates, the “HOFV Indemnified Persons”) from and against, and Sponsor waives any claim for contribution or indemnity against any HOFV Indemnified Person with respect to, any and all claims, suits, actions, claims, monetary damages, losses, liabilities, fines, fees, penalties, costs and expenses (“Losses”), and all reasonable attorneys’ fees and expenses, including court costs and expert witness fees and costs, incurred in connection with Losses and/or enforcement of this Agreement (“Indemnified Losses”) resulting from or arising out of (i) the use or display by HOFV of Sponsor’s Marks pursuant to any licenses granted herein; or (ii) the manufacture, promotion, advertising, distribution and sale of any services or products by Sponsor; or (iii) any breach by Sponsor of its representations and/or warranties under this Agreement, as well as any breach of the confidentiality obligations under this Agreement; or (iv) any and all alleged willful or grossly negligent acts or fraud of Sponsor, its affiliates and their respective officers, directors, partners, subcontractors, employees, servants and agents; or (v) the subject matter, content or copy contained in any advertising material, promotional material, signage or intellectual property furnished by Sponsor in accordance with this Agreement, including any and all claims for infringement of trademark rights, copyrights, testimonials, rights of publicity, or the rights to use names, likenesses, slogans, photographs or patents (other than arising solely from use of HOFV’s Marks); or (vi) the alleged failure by Sponsor or of its affiliates to comply with any governmental and/or other laws, statutes, ordinances, rules, and/or regulations.

## 9.2 By HOFV. HOFV agrees to defend, indemnify and hold harmless Sponsor and its shareholders, partners, officers, directors, employees, successors, assigns, representatives, servants and agents (collectively, the “Sponsor Indemnified Persons”) from and against, and HOFV waives any claim for contribution or indemnity against any Sponsor Indemnified Person with respect to, any and all Indemnified Losses resulting from or arising out of (i) the use or display by Sponsor of HOFV’s Marks pursuant to any licenses granted herein; or (ii) any breach by HOFV of its representations and/or warranties under this Agreement, as well as any breach of any confidentiality obligations under this Agreement; or (iii) any and all alleged grossly negligent or willful acts or fraud of HOFV, its affiliates and their respective officers, directors, partners, subcontractors, employees, servants and agents; or (iv) the subject matter, content or copy contained in any material, signage or intellectual property furnished by HOFV in accordance with this Agreement, including any and all claims for infringement of trademark rights, copyrights, testimonials, rights of publicity, or the rights to use names, likenesses, slogans, photographs or patents (except for claims arising solely from use of Sponsor’s Marks); or (v) the alleged failure by HOFV or of its affiliates to comply with any governmental and/or other laws, statutes, ordinances, rules, and/or regulations.

## 9.3 Procedure for Indemnification. Each Party seeking to be reimbursed, indemnified, defended, and held harmless under Section [9.1​](#indemnification:by-sponsor) or Section [9.2​](#indemnification:by-hofv) (each, an “Indemnitee”) shall (a) provide the party obligated to indemnify such Indemnitee (the “Indemnitor”) with prompt, written notice of any claim, suit, demand, or other action for which such Indemnitee seeks to be reimbursed, indemnified, defended, and held harmless (each, a “Claim”), which notice shall include a reasonable identification of the alleged facts giving rise to such Claim; (b) grant such party reasonable authority and control over the defense and settlement of any such Claim; and (c) reasonably cooperate with such party and its agents in defense of any such Claim, at the Indemnitor’s expense. Each Indemnitee shall have the right to participate in the defense of any Claim for which Indemnitee seeks to be reimbursed, indemnified, defended, or held harmless, by using attorneys of such Indemnitee’s choice, at such Indemnitee’s expense. Any settlement of a Claim for which any Indemnitee seeks to be reimbursed, indemnified, defended, or held harmless under this Section [9​](#indemnification) shall be subject to the prior written approval of such Indemnitee, which approval shall not be unreasonably withheld, conditioned, or delayed.

# 10 **Dispute Resolution.**

## 10.1 Negotiation First. Notwithstanding any other provision in this Agreement, HOFV and Sponsor will first attempt to resolve any controversy or claim arising out of or relating to this Agreement (each, a “Dispute”) by negotiation in good faith. In order to initiate an attempt to resolve a Dispute or potential Dispute under this provision, any Party with such a Dispute shall give the other Party written notice thereof and state its intention to seek dispute resolution under this Section. The receiving Party shall submit a written response to the other Party within fifteen (15) calendar days of receiving a notice under this Section. Both the notice and the response shall include a statement of the Party’s position and a summary of the evidence and arguments supporting such position.

## 10.2 In the event negotiations fails to resolve any Dispute brought by a Party within the thirty (30) days after delivery of the written response required in Section [10.1​](#dispute-resolution:negotiation-first) herein, the Parties will be obligated to participate in a mandatory Mediation process. The Mediation process will be conducted by an independent third party to be mutually selected by both Parties.

## 10.3 In the event mediation fails to resolve any Dispute brought by a Party, the Parties will be entitled to pursue any right or remedy available at law or equity.

# 11 **Miscellaneous.**

## 11.1 Assignment. Neither this Agreement nor any right or obligation hereunder may be assigned or otherwise transferred by Sponsor and/or HOFV without the prior written consent of both Parties.

## 11.2 Entire Agreement. The provisions of this Agreement contain the entire agreement between the Parties relating to the subject matter herein, and supersede all prior agreements and understandings relating to the subject matter herein.

## 11.3 Modifications. No modification of any of the terms and conditions of this Agreement shall be effective unless such modification is expressed in writing and executed by each of the parties hereto.

## 11.4 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without reference to principles of conflicts of law. Any suit or action filed or otherwise commenced in connection with this Agreement must be filed and litigated in an appropriate court located in the City of Canton, Ohio (provided, however, that if the suit or action involves a claim for which federal courts have exclusive jurisdiction, then such suit or action must be filed in the U.S. District Court for the Northern District of the State of Ohio in Akron, Ohio), or such other venue as deemed appropriate.

## 11.5 Force Majeure.

### 11.5.1 Fire or Other Damage to Village. If the Village is damaged by fire, earthquake, act of God, the elements or other casualty or is condemned by an authority exercising the powers of eminent domain or the Village is transferred in lieu of the exercise of such power so as to render the Village unusable for its intended purpose at any time during the Term, then HOFV shall have the option, but not the obligation, to repair the damage or loss. HOFV shall notify Sponsor as to whether HOFV shall effect such repair and restoration within thirty (30) days after the casualty. If HOFV notifies Sponsor that HOFV is electing to effect such repairs and restoration, this Agreement shall continue in full force and effect; provided, however, that the Term shall be extended by such number of days as equals the length of the period from the date of the event until such repairs and restoration are complete. If HOFV notifies Sponsor that HOFV is electing not to effect such repairs and restoration, then this Agreement and all rights granted hereunder shall terminate as of the date of such fire or other casualty, and HOFV shall refund to Sponsor any unused, prepaid Sponsorship Fees.

### 11.5.2 Other. Except as otherwise set forth in Section [11.5.1​](#X0b3e820f945b1c5467b679b1556a470fcb951cd) hereof, neither Party shall be liable or responsible for any failure to perform its obligations hereunder, which failure is caused or brought about in any manner beyond the control of such Party, including, but not limited to, the breakdown or failure of apparatus, equipment, or machinery employed in its supply of said services, any temporary stoppage for the repair, improvement or enlargement thereof, or any other act or condition beyond its reasonable control, other than such Party’s inability to perform payment obligations. Notwithstanding the foregoing, in the event traffic at the Village is materially adversely impacted by government closures or as a result of travel limitations due to executive order, the Parties agree to meet and confer regarding potential adjustments to the Sponsorship Fee or an equitable extension of the Term.

## 11.6 Insurance. Sponsor shall, at its own expense, secure and maintain in full force and effect during the term of this Agreement insurance in conformance with the provisions contained in this section having (a) minimum limits of liability coverage as set forth in [Exhibit E](#exhibit-e) to this Agreement, and (b) HOFV shall be named an additional insured to such insurance policies of the Sponsor. Sponsor shall provide HOFV with certificates of insurance evidencing the existence of such insurance policies within ten (10) days after execution of this Agreement. The Parties agree to review the coverages set forth in this Section from time to time to ensure proper coverage reflecting current terms and conditions.

## 11.7 No Consequential, Incidental or Punitive Damages or Lost Profits. **Notwithstanding anything to the contrary contained in this Agreement, in no event shall a Party be liable to the other Party for any of such other Party’s consequential damages (whether foreseeable or not), indirect damages or lost profits which the other Party may suffer, nor any punitive, special, exemplary or similar damages, AND EACH PARTY HEREBY WAIVES ANY RIGHT TO RECEIVE SUCH DAMAGES.**

## 11.8 Confidentiality. For a period of eighteen (18) months after termination of this Agreement, the parties hereto agree to maintain in confidence the terms and conditions of this Agreement and any non-public information and/or trade secrets received rom the other party in the course of performing the obligations set forth in this Agreement that is either marked as “Confidential” or which, under the circumstances, ought to be treated as confidential (collectively, “**Confidential Information**”) (except with respect to their owners, lenders and advisors, each of whom is to be made aware of and instructed to comply with this confidentiality provision) unless the proposed disclosure is authorized in advance by the other Party or is otherwise required by law. In the event that either Party or any of its representatives becomes legally compelled to disclose Confidential Information, such Party shall, to the extent reasonably practicable, provide the other Party with prompt written notice before such disclosure, sufficient to enable such other Party either to seek a protective order, at its expense, or another appropriate remedy preventing or prohibiting such disclosure or to waive compliance with the provisions of this Section [11.8​](#miscellaneous:confidentiality), or both. Notwithstanding the above, “Confidential Information” will not include any information that (a) is publicly available at the time of disclosure or subsequently becomes publicly available through no fault of the receiving party; (b) became known to the receiving party prior to the disclosing party’s disclosure of such information to the receiving party; (c) became known to the receiving party from a source other than the disclosing party other than by breach of an obligation of confidentiality owed to the disclosing party; or (d) is independently developed by the receiving party.

## 11.9 Press Releases. HOFV and Sponsor shall consult with each other before issuing any press release or scheduling any press conference or conference call with media members or other third parties with respect to this Agreement or the transactions contemplated hereby and thereby. HOFV and Sponsor shall mutually agree on the content of any press release prior to its publication.

## 11.10 No Defamation. No Party will make, issue or release any statement which results in any defamation of the Village, the Sponsor and/or any other party or any team, person, performer or organization involved in events at the Village.

## 11.11 Independent Contractor. The Parties shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment among the Parties.

## 11.12 Headings. The headings used in this Agreement are solely for convenience and shall not affect the meaning or interpretation of the provisions set forth herein.

## 11.13 Counterparts. This Agreement may be executed in multiple counterparts, and on separate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. HOFV and Sponsor agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

## 11.14 Waiver. Any failure by either Party to insist upon the performance of a provision of this Agreement shall not constitute a waiver of any other right of either Party which the Party may have under this Agreement. Any such waiver can only be made in writing signed by the Party against whom enforcement of such waiver is sought.

## 11.15 Severability. In the event that any provision of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction, such provision or part thereof shall be considered separate from the remaining provisions of this Agreement, which remaining provisions shall remain in full force and effect. Such invalid or unenforceable provision shall be deemed revised to effect, to the fullest extent permitted by law, the intent of the Parties as set forth herein.

*[Signature Page Follows]*

**IN WITNESS WHEREOF,** the undersigned have caused this Agreement to be duly executed as of this \_\_ day of \_\_\_\_\_\_\_\_, 2022.

**HOFV:**

**HOF VILLAGE NEWCO, LLC**

                                By:    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

                                         Name:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

                                         Title:    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SPONSOR:**

**Test Company**

                                By:    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

                                         Name:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

                                         Title:    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

   
   
   
   
   
   
   
   
   
   
   
   
   
   
   
   
   
 

*[Signature Page to Sponsorship Agreement]*

**EXHIBIT A**

**FEES**

Subject to the terms of this Agreement and Exhibit A herein, Sponsor shall pay the following fees to HOFV:

# 12 **Annual Sponsorship Fee.** Sponsor shall pay an annual sponsorship fee during the pendency of the Agreement as follows:

### 12.0.1 Year 1: $1,234,568

The payment for Year 1 shall be payable in 7 equal installments of $123 each, with the first such payment due on the Effective Date. The payment schedule is agreed as follows:  
   
- Payment 1 of 7 in the amount of $123 due on or before the 23th of March, 2023;

**EXHIBIT B**

**SPONSORSHIP RIGHTS**

**EXHIBIT C**

**HOFV’S MARKS**

   
   
   
 

 A picture containing logo Description automatically generated

 

**EXHIBIT D**

**SPONSOR’S MARKS**

**EXHIBIT E**

**INSURANCE LIMITS**