

FIRST AMENDMENT TO NAMING RIGHTS AGREEMENT

THIS FIRST AMENDMENT TO NAMING RIGHTS AGREEMENT (“Amendment”) is entered into and effective as of the date the last executed below, by and between **MIKE MILLER COUNTY PARK AND THE MARSHALL COUNTY PARK BOARD** (collectively “Park”) and **COMMUNITY FINANCIAL SERVICES BANK** (“Namer”).

WITNESSETH

WHEREAS, the Park and Namer entered are parties to a Naming Rights Agreement effective January 21, 2020 (“Agreement”), relating to the naming rights of the proposed “Miracle League” baseball facility project to be constructed at the Park (“Project”).

WHEREAS, the parties now wish to amend the Agreement upon the terms and conditions contained in this Amendment.

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Amendment of Section 1. The last sentence of Section 1 of the Agreement entitled “Term” is amended and shall be replaced with the following:

“The Park shall not be required to reimburse or repay any of the sums under Section 2A below, under any circumstances, after the tenth (10th) anniversary of the completion of the Project, the installation of Namer’s signage within the Project and the opening of the Miracle League facility, whichever is later (“Completion Date”).

2. Amendment of Section 3L. Section 3L of the Agreement is deleted in its entirety and replaced with the following:

“If Park has not completed the Project, installed the Namer’s signage within the Project and opened the Miracle League Facility by **January 21, 2023**, Park shall repay all sums under section 2A to Namer immediately upon Namer's request.”

3. Amendment of Section 19. Section 19 of the Agreement entitled “Reimbursement Obligation” is deleted in its entirety and replaced with the following:

“Should this Agreement terminate as outlined in Sections 1 and 8 of this Agreement, Park shall return and repay to Namer the amounts set forth in Section 2 less the amount of Forty Thousand Dollars (\$40,000.00) for each calendar year, or portion thereof, after the Completion Date.”

4. No Further Modifications. The Agreement, as modified by this Amendment, shall remain in full force and effect, and the parties hereby ratify and confirm the Agreement as amended hereby. In the event any of the terms of the Agreement conflict with the terms of this Amendment, this Amendment shall control. The Agreement, amended herein, constitutes the entire agreement

between the parties and no further modifications shall be binding unless evidenced by an agreement in writing signed by both parties.

5. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the date set under their signatures below.

“PARK”

MIKE MILLER COUNTY PARK AND
THE MARSHALL COUNTY PARK
BOARD

By: Kevin Nosal

Name: [Signature]

Title: Subst. Dir.

Date: June 29, 2021

“NAMER”

COMMUNITY FINANCIAL SERVICES
BANK

By: _____

Name: _____

Title: _____

Date: _____