

AMENDMENT TO THE MASTER SPONSORSHIP AGREEMENT

This Amendment dated January 17th 2022 (the “*Amendment*”) modifies and amends the terms of the Master Sponsorship Agreement (the “*Existing Agreement*”) dated March 18th 2019 between City of Waukehsa (“*Promoter*”) and Meijer Great Lakes Limited Partnership (“*Meijer*”).

Meijer and Promoter agree to amend and modify the Existing Agreement as follows:

Section 3(b)(ii) (Termination: For Cause with No Right to Cure) of the Existing Agreement is entirely deleted and replaced with the following:

(ii) For Cause with No Right to Cure. Either party may immediately terminate the Agreement or any Addendum upon prior written notice to the other party if: (a) the other party ceases to function as a going concern; (b) a receiver for either party is appointed or applied for; (c) a petition under any bankruptcy or insolvency laws or any state receivership law is filed by or against either party; (d) either party makes an assignment for the benefit of creditors; (e) any federal or state legal or governing authority initiates any civil or criminal action or investigation against Promoter for the possible violation or alleged violation of any laws applicable to its operations; (f) Promoter, its affiliates, or their officers, directors, shareholders, partners, employees or authorized representatives commits any act or becomes involved in any situation or occurrence tending to bring Promoter or the Event(s) into public disrepute, contempt, scandal or ridicule, or tending to shock, insult or offend the people of this nation or any class or group thereof, or reflecting unfavorably upon the reputation of Meijer or otherwise may cause material injury to Meijer’s customer relations or business prospects; or (g) Promoter refuses, fails, or is unable to properly perform its obligations in a timely fashion. Any decision on matters arising under subsection (f) shall be at the sole discretion of Meijer and shall be final.

Section 7 (Force Majeure) of the Existing Agreement is entirely deleted and replaced with the following:

7. Force Majeure. Neither party is responsible for epidemics, fires, strikes, civil disorders, severe inclement weather, acts or threats of terrorism, acts of war, or other casualties or events beyond its reasonable control (“*Force Majeure Event*”). If a Force Majeure Event occurs and Promoter must reschedule or cancel one or more Events (“*Impacted Event(s)*”), Meijer has the right to modify the applicable Addendum to remove the Impacted Event(s) or terminate the applicable Addendum. If Meijer removes the Impacted Event(s) from or terminates an Addendum under this paragraph, Meijer shall receive a refund in an amount equal to the value of the Sponsorship Elements not received by Meijer for the Impacted Event(s). If Meijer chooses not to remove the Impacted Event(s) from or terminate the applicable Addendum and Promoter does not arrange substitute date(s) for the Impacted Event(s), Promoter will refund to Meijer an amount equal to the value of the Sponsorship Elements not received by Meijer prior to the date of cancellation or provide a suitable “make good” proposal approved by Meijer. Meijer’s total liability for the sponsorship of the Event or Events will not exceed the total Sponsorship Fees paid for that Event or Events.

To the extent that the provisions of this Amendment and any provision of the Existing Agreement conflict, the terms of this Amendment will control; all other terms and conditions of the Existing Agreement not amended by this Amendment will remain in full force and effect. This Amendment represents the entire understanding of the parties with respect to the subject matter of this Amendment. Except as provided in this Amendment, there are no further changes to the Existing Agreement.

Meijer and Promoter have executed this Amendment on the date stated

Meijer Great Lakes Limited Partnership:
("Meijer")

Promoter:
City of Waukesha

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: Mayor

By: _____

Name: _____

Title: City Clerk