SPONSORSHIP ADDENDUM

This Addendum ("Addendum") dated as of the date of the last signature hereto ("Effective Date") is a supplement to the Master Sponsorship Agreement (the "Agreement") dated March 18, 2019 as amended January 17th, 2022 between Meijer Great Lakes Limited Partnership, 2929 Walker Ave., NW, Grand Rapids, Michigan 49544-9428 ("Meijer"), and City of Waukesha, 1900 Aviation Drive, Waukesha, WI ("Promoter"). Unless otherwise specifically defined below, capitalized terms will have the meaning set forth in the Agreement.

- 1. **Event(s).** Promoter organizes and operates Tribute Tuesday Concert Series. The Event(s) will be held in/at Les Paul Performance Center Cutler Park, 321 Wisconsin Avenue on June 14, July 12, Aug. 9, Sept. 13, 2022, and June 13, July 11, Aug. 8, Sept. 12, 2023.
- 2. **Sponsorship Elements.** Promoter will furnish Meijer the Sponsorship Elements set forth in **Exhibit A**, attached hereto and incorporated herein by reference.
- 3. **Sponsorship Fee.** Upon receipt of Promoter's invoice(s) in the manner stated in paragraph 2(a) of the Agreement, Meijer agrees to pay the Promoter the Sponsorship Fee in the amount of \$9,000 annually for 2022 & 2023.
- 4. **Term.** The term of this Addendum shall commence on the Effective Date and expire on December 31st 2023 ("*Term*").
- **5. Exclusive Negotiation Period.** Between January 1, 2024, and February 1, 2024 ("Negotiation Period"), the parties shall negotiate exclusively and in good faith with respect to a renewal of this Addendum on mutually agreed upon terms and conditions. Meijer will have the right to extend the Negotiation Period as long as Meijer has demonstrated a good faith intent to renew. If the parties have not successfully negotiated a renewal of this Agreement by the Negotiation Period's conclusion, then Promoter will be free to negotiate with third parties for the Sponsorship Elements.
- 6. **Exclusivity**. In connection with Promoter's right to obtain additional sponsorships, Promoter agrees that it will not enter into additional sponsorship agreements with any other grocery retailer, supercenter, drug store, or mass merchandiser, unless Promoter first obtains the written consent of Meijer.

The duly authorized representatives of each of the parties have executed this Agreement as of the date set forth beneath their signatures.

Meijer: Meijer Great Lakes Limited Partnership By: Meijer Group, Inc., its general partner	Promoter: City of Waukesha
Ву:	By:
Name:	Name:
Title:	Title: Mayor
Date:	Date:
	By:
	Name:
	Title: <u>City Clerk</u>
	Date:

Exhibit A Sponsorship Elements

Presenting Sponsor

- A press release announcing sponsorship will be submitted to local media
- "Presented by" acknowledgement in all print media pieces, flyers, banners, and advertising related to event
- Sponsor logo included in Tribute Tuesday ad in Summer Activity Guide (if committed by March 15)
- Prominent sponsor recognition on Tribute Tuesday section of City of Waukesha website
- Sponsor will be publicly recognized at the beginning of each concert. A representative from the sponsor will be introduced and is welcome to address the audience
- Sponsor name and logo on stage signage for each of the concerts
- Opportunity to set-up product booth, distribute samples or provide information at concerts
- Opportunity for sponsor to host family/employee celebration at the concert
- Includes complimentary beverage tickets for each concert, if desired
- Sponsor recognition in thank-you ad in Winter 2022/2023 activity guide (distributed to approx. 30,000 households in Waukesha)
- Opportunity to meet and greet the band
- VIP seating area can be arranged for each concert
- Right of first refusal for next year sponsorship
- Sponsorship plaque