

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

SPONSORSHIP AGREEMENT

This Sponsorship Agreement (“Agreement”) is made by and between City of Allen, Collin County, Texas, a home rule municipality (“City”), and Credit Union of Texas, a Texas state financial institution (“CUTX”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS

WHEREAS, CUTX desires to obtain certain City sponsorship assets which would include naming rights for Allen Event Center located at 200 E. Stacy Road, Ste 1350, Allen, Texas 75002 (the “Allen Event Center”), as set forth herein; and

WHEREAS, City desires to grant certain sponsorship rights to CUTX for City Parks & Recreation which would include Allen Event Center as set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and other valuable consideration the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I
Definitions

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

“Allen Event Center” shall mean the Allen Event Center located at 200 E. Stacy Road, Ste 1350, Allen, Texas 75002.

“Bankruptcy or Insolvency” shall mean the dissolution or termination of a Party's existence as a business, insolvency, appointment of receiver for any part of such Party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“City Council” shall mean the city council for the City.

“Commencement Date” shall mean October 15, 2021, or other date mutually agreed in writing by the Parties.

“Content” shall mean all information, text, pictures, logos, Marks, disclosures and all other materials and content that are provided by CUTX, or that relate to CUTX, including, without limitation, CUTX’s advertisements, all CUTX products and services, and any modifications, upgrades, updates, and related documentation thereto.

“CUTX” or “Sponsor” shall mean Credit Union of Texas located at 900 W. Bethany Drive, Suite 100, Allen, Texas 75013.

“Effective Date” shall mean the last date of execution hereof.

“Expiration Date” shall mean the seventh (7th) anniversary date of the Commencement Date.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary, and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on or against CUTX with respect to any property or any business owned by CUTX or any of its affiliates within City.

“Impropriety” shall mean any impropriety, misconduct, illegality, act or deed by or fairly attributed to CUTX, its officers, directors and/or employees that is detrimental to the goodwill and/or reputation of City or Allen Event Center, discredits or brings into disrepute CUTX, its directors or officers, City or Allen Event Center; the association or affiliation with any business, event, product, or service inconsistent with the promotion of the performing arts and/or family values.

“Marks” shall mean CUTX’s trade names, trademarks, service names, service marks, and logos.

Article II Term

The term of this Agreement shall commence on the last day of execution hereof (“Effective Date”) and shall continue until the Expiration Date, unless sooner terminated as provided herein.

Article III Sponsorship Assets

3.1 City Obligations.

(a) Naming Rights. In exchange for the compensation as set forth in Section 3.2, City hereby grants to CUTX the exclusive naming rights of Allen Event Center during period

beginning on the Commencement Date and ending on the Expiration Date. Beginning on the Commencement Date and continuing during the term of this Agreement until the Expiration Date, unless sooner terminated, the Allen Event Center will be named and officially referred to as “Credit Union of Texas Event Center” (the “Moniker”).

(b) Publication of Name. City will be responsible to ensure that Moniker is reflected in publications, directional signs, directories, web sites, maps, and collateral materials published by City relating to the Allen Event Center following the Commencement Date or as soon as reasonably practical. City shall not be required to submit advertising, promotional or other materials that refer to or relate to CUTX or said Moniker to CUTX for approval. City may use the Moniker and CUTX’s Content submitted as of the Commencement Date. It shall be the responsibility of CUTX to provide to City any changes or modifications of CUTX’s Content during the term of this Agreement.

(c) Merger or Name Change. In the event of a merger or a consolidation of, or by, CUTX, or in the event of a name change by CUTX, CUTX shall be entitled to retain the naming rights conferred herein, however any new name used herein shall be subject to the approval of City. All costs associated with a name change or the Moniker shall be the sole responsibility of Sponsor.

(d) Signage. Signage indicating the Moniker shall be placed on the exterior of the Allen Event Center at such locations as determined by the City (the “Signage”). All costs associated with the installation, replacement and removal of the Signage shall be the sole responsibility of CUTX. In the event CUTX changes its name or corporate logo, City agrees to cooperate in good faith to change the Signage for an approved change in the Moniker. All costs associated with the installation of signage changes, including labor, shall be the responsibility of CUTX. City shall have final approval of the changes to the signage, the scope of any signage change work. The vendor selected by CUTX for the installation of such signage shall be approved by City.

(e) Additional CUTX Benefits. In exchange for the compensation as provided in Section 3.2 the City shall during the period beginning on the Commencement Date and ending on the Expiration Date, unless sooner terminated as provided herein, provide CUTX the following sponsorship and benefits:

- (1) Exclusivity in the “General Banking” category at the Allen Event Center will be reserved during the term of this agreement for CUTX.
 - a. City and the Allen Event Center do not control and manage third party tenant marketing and sponsorship assets within the Allen Event Center. City does not control sports tenants and other third-party tenants in the sale of their specific marketing inventory not belonging to City and/or the Allen Event Center.
 - b. RBFCU Sponsorship Agreement with Allen Event Center will expire on October 14, 2021. The Parties agree not to renew RBFCU Sponsorship

Agreement based on CUTX exclusivity in “General Banking” category at the Allen Event Center.

- c. “General Banking” excludes financial & wealth management, lending, commercial banking, and similar category areas.
- (2) Sponsor will receive use of suite 209 in the Allen Event Center during the term of this Agreement as Naming Rights partner of the Allen Event Center.
 - a. Under normal conditions with no COVID-19 or other health and safety related guidelines, the suite will come with eighteen (18) tickets with the option for six (6) additional bar stools/standing room tickets at set pricing for each event.
 - b. All in-suite food, beverage, tax, and gratuity shall be the responsibility of Sponsor and/or its guests.
 - c. Suite use and availability will vary depending on each specific event at the Allen Event Center. Exclusions on the suite will apply and not all events will be available to CUTX.
 - (3) Branding at the Northwest Concourse Entry at the Allen Event Center. This includes:
 - a. Two (2) designated pillars on Northwest Concourse for CUTX messaging and branding.
 - b. Facing portion of select North Concourse seating stairwells to be branded with CUTX messaging (inside curtains only and would include vomitories’ at sections 101/102 and 102/103).
 - c. Backlit Interior Bowl Stairwell signs at sections 101/102, and 102/103.
 - (i) Allen Event Center management must approve graphic files, messaging, and design prior to fabrication and installation.
 - (ii) CUTX is responsible for all costs including graphic production, production of signage, installation, and removal of signage.
 - (iii) If a replacement is desired during the term of this Agreement, CUTX shall be responsible for all costs associated with the new replacement sign.
 - (4) Branding at the South Concourse Entry at the Allen Event Center. This includes:
 - a. One 5’7 Backlit Sign at South Entrance.
 - b. One (1) Concourse Pillar at South Entrance will be wrapped with CUTX messaging and branding.
 - c. Front facing portion of steps into main bowl seating areas at sections 112/113 and 113/114 off South Entrance will be wrapped with CUTX messaging and branding.
 - d. Backlit interior bowl stairwell signs at sections 112/113 and 113/114.
 - i. Allen Event Center management must approve graphic files, messaging, and design prior to fabrication and installation.

- ii. CUTX is responsible for all costs including graphic production, production of signage, installation, and removal of signage.
 - iii. If a replacement is desired during the term of this Agreement, CUTX shall be responsible for all costs associated with the new replacement sign.

- (5) Opportunity for unique ticket related offers for Credit Union of Texas Members, potential New Members, & Employees.
 - a. Allen Event Center will work with CUTX Marketing & Engagement Team to implement special offers for events as they arise on Allen Event Center event calendar.
 - b. Allen Event Center Marketing & Box Office Team will create special ticket links, offer codes, etc. for CUTX to activate on as we are able with each specific event/tenant/show.

- (6) The exclusive use of the Allen Event Center for a weekend consisting of a consecutive Saturday and Sunday each year during the term of this Agreement. To satisfy all existing contracts for scheduling along with maintaining positive building programming and content, the dates of the exclusive use shall be mutually agreed in writing by the Parties for each year during the term of this Agreement. Allen Event Center will make additional front end and/or back-end time available to CUTX for load-in and load-out if the Allen Event Center schedule permits (building availability only, not conversion staffing). CUTX is responsible for all expenses related to exclusive use of the Allen Event Center, including, but not limited to, event staffing (guest services, food & beverage staff, security, cleaning staff, conversion staff, and so on). CUTX shall coordinate with the Allen Event Center staff and City approved contractors for these needs.

- (7) Exterior signage on the Allen Event Center controlled marques shall be modified to reflect the Moniker.
 - a. The installation of the exterior signage for the Moniker is subject to the following:
 - i. Allen Event Center management must approve graphic files, messaging, and design prior to fabrication and installation.
 - ii. CUTX is responsible for all costs including graphic production, production of signage, installation, and removal of signage.
 - iii. If a replacement is desired during the term of this Agreement, CUTX shall be responsible for all costs associated with the new replacement sign.

- (8) US Highway-75 Digital Marquee Display Presence.
 - a. Digital advertising slide in rotational slide deck.
 - b. Messaging to include the Moniker along with CUTX messaging.

- c. Potential option for “Fixed” signage in addition to digital slide(s) with approval of City and Village at Allen.
 - i. Allen Event Center management must approve graphic files, messaging, and design prior to fabrication and installation.
 - ii. CUTX is responsible for all costs including graphic production, production of signage, installation, and removal of signage.
 - iii. If a replacement is desired during the term of this Agreement, CUTX shall be responsible for all costs associated with the new replacement sign.
- (9) Designated exterior light poles on the Allen Event Center controlled footprint will have Sponsor branding with respect to Moniker.
- a. Every other walkway light pole towards the top by actual light (similar to existing Allen CVB flag branding).
 - i. Allen Event Center management must approve graphic files, messaging, and design prior to fabrication and installation.
 - ii. CUTX is responsible for all costs including graphic production, production of signage, installation, and removal of signage.
 - iii. If a replacement is desired during the term of this Agreement, CUTX shall be responsible for all costs associated with the new replacement sign.
- (10) Placement of one (1) digital tower advertisement or one (1) digital banner advertisement on City owned website that would pertain to Credit Union of Texas Event Center during the term of the Agreement with hyperlink to CUTX Homepage.
- a. Advertisement will be in rotation with additional Allen Event Center partners.
 - b. Graphics can be changed on occasion during the term of this Agreement with advance email notice to Allen Event Center Management.
 - i. Cost of creating the ad graphics shall be the sole expense of CUTX.
 - ii. CUTX will be responsible for providing the graphic and hyperlink to Allen Event Center within specifications shared.
- (11) CUTX Logo placement with hyperlink to company website homepage on City owned website that would pertain to Credit Union of Texas Event Center.
- i. Instructions and measurements for fabrication of these elements to be provided CUTX.
 - ii. Fabrication of these digital elements shall be the sole expense of CUTX.
- (12) CUTX logo inclusion on Video Boards and 360 Degree LED Ribbon Board rotation for:

- a. All trade events as allowed by each specific event contract for the Allen Event Center.
 - b. Walk-in, intermission, and walk-out for concerts presented by the Allen Event Center as allowed by each specific event contract for the Allen Event Center.
 - c. Walk-in, intermission, and walk-out for external events as allowed by each specific event contract for the Allen Event Center.
 - i. Instructions and measurements for fabrication of these elements to be provided CUTX.
 - ii. Fabrication of these digital elements shall be the sole expense of CUTX.
- (13) City Parks & Recreation Special Event and The Courses at Watters Creek Sponsorship. Sponsorship includes:
- a. Summer Sounds Concert Series
 - b. Egg-cellent Family Adventure
 - c. Arbor Day
 - d. Holly Jolly Celebration
 - e. Rudolph Run
 - f. Holiday on Ice
 - g. Chalk the Walk
 - h. TCWC Short Game Practice Area Presenting Sponsor
 - i. TCWC Prominent Driving Range Sign
 - j. TCWC New GPS Golf Cart Co-Presenting Sponsor
 - Some of these assets are a part of a prior annual agreement and will now be included in this Agreement.
 - City retains the flexibility to adjust dates, events, location, and content, as necessary. City reserves the right to postpone or cancel one or more of these events due to circumstances beyond the reasonable control of City including but not limited to weather and events of Force Majeure.
- (14) Annual Allen USA Celebration Sponsorship Partner.
- a. Presenting Partner of Main Stage.
 - b. Presenting Partner of Food Court.
 - i. These events are a part of a prior annual agreement and will now be included in this Agreement.
- (15) Sponsor Title Partner of Cece Special Event Annually
- i. This event was a part of a prior annual agreement and will now be included in this Agreement.

3.2 CUTX's Obligations.

(a) Signage & Creative Content. CUTX shall be responsible for and provide any necessary creative content to City for City to satisfy its obligations hereunder. This would include all digital needs under City specifications shared for City to satisfy contract digital assets for CUTX. CUTX will be responsible for the payment of costs of all Signage and for the installation thereof. All projects related to signage will be under the direction, supervision, and approval of City.

(b) Compensation. CUTX agrees to donate/provide to City, in exchange the Naming Rights to the Allen Event Center set forth in Section 3.1 (a) the sum of One Million Five Hundred Seventy-Five Thousand Dollars (\$1,575,000.00) and for the sponsorship asset set forth in section 3(e) (1)-(15) the total sum of Seven Hundred Thousand Dollars (\$700,000.00), for a total sum of Two Million Two Hundred Seventy-Five Thousand Dollars (\$2,275,000.00) (the "Compensation") to be paid in seven (7) equal annual installments of Three Hundred Twenty-Five Thousand Dollars (\$325,000.00) (each an "Annual Installment"). Each Annual Installment consists of: (i) Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) for the Naming Rights to the Allen Event Center for the applicable year; (ii) Seventy Thousand Dollars (\$70,000.00) for the Special Events for the applicable year; and (iii) Thirty Thousand Dollars (\$30,000.00) for The Creeks at Watters Creek (golf) for the applicable year. CUTX shall pay the Annual Installments to City on October 1 of each calendar year (or the immediately following business day if October 1 is not a business day), beginning with Commencement Date.

(c) Use of Content and Marks. Sponsor's Content, Marks, trade names, trademarks, service marks, logos, designs, identifications, decals, artwork, and other symbols relating to Sponsor, its products and services shall remain the property of the Sponsor; provided, however, Sponsor does hereby grant to City a non-exclusive, royalty free license to use Sponsor's Contents and Marks for the purpose of City performing its obligations pursuant to this Agreement. Sponsor shall provide to City any graphic files of Sponsor's Content and Marks in the format required by City to place such Marks and Content on the Allen Event Center website digital sign boards and/or for City to perform its obligations under Section 3.1 (a) and (e) above. City's trade names, trademarks, services marks, logos, designs, decals, artwork, and other symbols relating to City and the Moniker shall be and remain the property of City.

3.3 Quality Standards. In connection with this Agreement each Party agrees not to engage, or to allow their respective officers, agents, and employees to engage in any practice or other activity, that is detrimental to the goodwill or reputation of the other Party.

3.4 Morals Clause. If either Party commits any act which, in the reasonable and good faith opinion of the other Party, would disparage or impair the reputation and integrity of the other Party (including, without limitation, any criminal indictment, ethical violations or any other act of moral turpitude), the other Party shall have the right to terminate this Agreement upon thirty (30) days prior written notice thereof.

3.5 URL Costs. Sponsor will be responsible for all costs associated with City purchase of website URI's to include any change in the Moniker in name (example: www.CUTX Event Center.com and anything similar). City agrees to use commercial reasonable efforts to secure all possible combinations thereof. Sponsor shall reimburse City for the costs incurred by City for the purchase such website URL's and for the annual costs incurred by City to maintain ownership thereof (collectively the "URL Costs"). City shall own, manage, and maintain the content of all such secured URL's which will re-direct to one specific homepage/landing page owned and controlled by City. Sponsor shall reimburse City for the URL Costs within thirty (30) days after receipt of a detailed written invoice from City.

3.6 Expenses. Except as otherwise provided herein, each Party shall be responsible for its respective costs and expenses arising out of the performance of its obligations under this Agreement.

3.7 Mutual Termination of Prior Sponsorship Agreements. The Parties hereby mutually terminate any sponsorship agreement between the Parties for any sponsorship or sponsorship asset included within the terms of this Agreement ("Prior Sponsorship Agreements") effective on the Effective Date. It being the intention of the Parties that the Prior Sponsorship Agreements are mutually terminated without cost or liability to either Party effective on the Effective Date.

Article IV Termination

4.1 Termination. This Agreement shall terminate on the Expiration date or upon any one of the following:

- (a) By written agreement of the Parties;
- (b) upon written notice by either Party in the event the other Party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof;
- (c) upon written notice by City, if CUTX suffers an event of Bankruptcy or Insolvency;
- (d) upon written notice by City, if any Impositions owed to the City or the State of Texas by CUTX shall become delinquent (provided, however the CUTX retains the right to timely and properly protest and contest any such Impositions).
- (e) upon written notice by either Party, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal, or unenforceable; or
- (f) upon thirty (30) days written notice by the City in the event of Impropriety as reasonably determined by the City.

4.2 Duties on Termination. Upon termination or Expiration Date of this Agreement CUTX's naming and sponsorship rights and benefits as set forth in this Agreement shall terminate, and all signage and other documents, publications, website, or other materials which use CUTX's Content, Marks, or the Moniker in connection with this Agreement shall cease and shall be removed. Upon termination or Expiration Date CUTX shall be responsible for all costs associated with the removal of any signage, re-fabrication of filler signs (if applicable), and all other costs including the City costs, associated with the termination of the rights granted herein to CUTX.

4.3 Termination by City. In the event of termination by City pursuant to Section 4.1 (b), (c), (d) for an uncured breach by Sponsor or by City pursuant to Section 4.1 (e) or (f), Sponsor shall not be entitled to any refund of the Compensation paid to City by Sponsor as of the date of such termination. Notwithstanding such termination Sponsor shall not be released from its obligation to pay City any Annual Installments were due and payable to City prior to the date of such termination.

4.4 Termination by Sponsor. In the event of termination by Sponsor pursuant to Section 4.1 (b) for an uncured breach by City, Sponsor shall be entitled to a pro rata refund of the Compensation applicable to the remaining term of this Agreement for which the Compensation has been paid as of the date of such termination.

Article V Miscellaneous

5.1 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

5.2 Indemnification. CUTX DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, (COLLECTIVELY THE CITY) FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CUTX, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CUTX EXERCISES. INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO CUTX'S LIABILITY. CUTX'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CUTX UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

5.3 Independent Contractors. It is understood and agreed by and between the Parties that CUTX in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All actions to be performed by CUTX pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. CUTX shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

5.4 Entire Agreement. This Agreement is the entire Agreement among the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement among the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

5.5 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

5.6 Amendments. This Agreement may only be amended by the mutual written agreement of the Parties.

5.7 Assignment. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto. This Agreement may not be assigned without the prior written consent of the City Manager.

5.8 Waiver. No waiver of any provision of this Agreement or of the rights and obligations of the Parties shall be effective unless in writing and signed by the Party waiving compliance. Any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing.

5.9 Severability. If any term, clause, or provision of this Agreement shall be deemed invalid or unenforceable for any reason, the remainder of this Agreement shall remain valid and enforceable in accordance with its terms to the fullest extent permitted by law.

5.10 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas without giving effect to any principles of conflicts of law; and venue for any action shall be in the state district court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

5.11 Notices. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified

mail, return receipt requested, addressed to the Party at the address set forth below (or such other address as such Party may subsequently designate in writing), or on the day received if sent by courier or otherwise hand delivered:

If intended for City, to:

Attn: Eric Ellwanger,
City Manager
City of Allen, Texas
305 Century Parkway
Allen, Texas 75013

With a copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 N. Akard
Dallas, Texas 75201

Kate Meacham
Director, PARD
City of Allen, Texas
305 Century Parkway
Allen, Texas 75013
KMeacham@CityofAllen.org

Bill Herman
Allen Event Center, GM
200 E. Stacy Rd, Suite 1350
Allen, TX 75002
WHerman@AllenEventCenter.com

If intended for CUTX:

Eric Pointer, President & CEO
Credit Union of Texas
900 W. Bethany, Suite 500
Allen, Texas 75013
EPointer@CUTX.org

With a copy to:

Jennifer Olvera, Chief Engagement Officer
Credit Union of Texas
900 W. Bethany, Suite 500
Allen, Texas 75013
JOlvera@CUTX.org

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

5.13 Execution of Further Documents. The Parties agree to cooperate in good faith to execute any other document reasonably required to further the purpose of this Agreement.

5.14 Exhibits. Any exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

5.15 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

5.16 Force Majeure. For the purpose of any of the provisions of this Agreement the Parties shall be considered in breach of or default of their respective obligations if performance is delayed due to any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, government or de facto governmental action, restrictions or interferences (unless caused by the intentional acts or omissions of the Party), fires, explosions, floods or other inclement weather, strikes, slowdowns or work stoppages, incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or similar causes that results in a reduction of labor force or work stoppage in order to comply with local, state, or national disaster orders, construction delays, shortages or unavailability of supplies, materials or labor, necessary condemnation proceedings, or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstances are similar to any of those enumerated or not, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance shall be extended for a period of time equal to the period such Party was delayed, provided the Party whose performance is delayed provides written notice to the other Party not later than fifteen (15) business days after the last day of the month of the occurrence of the event(s) or condition(s) causing the delay or the date the Party whose performance has been delayed becomes aware or should have reasonably known of the event, describing such event(s) and/or condition(s) and the date on which such event(s) and/or condition(s) occurred.

5.17 Prohibition of Boycott Israel. CUTX verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. This section does not apply if CUTX is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) CUTX has ten (10) or more fulltime employees, and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

[Signature Page to Follow]

EXECUTED this _____ day of _____, 2021.

CITY OF ALLEN, TEXAS

By: _____
Eric Ellwanger, City Manager

ATTEST:

By: _____
Shelley B. George, City Secretary

APPROVED AS TO FORM:

By: _____
Peter G. Smith, City Attorney

EXECUTED this _____ day of _____, 2021.

CREDIT UNION OF TEXAS

By:  _____
Eric Pointer, President & CEO