



LETTER OF AGREEMENT

Stockbridge Amphitheater
4650 N Henry Blvd
Stockbridge, Georgia 30281

January 8, 2025

Chad Meadows
VyStar Credit Union
Executive Vice President/ Chief Operations Officer

On November 21, 2024, we mutually agreed to rename the current Stockbridge Amphitheater ("The Bridge") to "VyStar Amphitheater at the Bridge" in Contract years 1 & 2, and "VyStar Amphitheater" for remaining years of contract. . The purpose of this letter of agreement (the "LOA" or "Agreement") is to summarize our agreement renewal terms. If you find anything in this LOA to be incorrect, please let me know as soon as possible. If you agree that all the terms stated in this LOA are correct, please sign this LOA and return it to me. This LOA constitutes the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. Per our conversation, we mutually agreed upon the following:

Assets included:

- Category Exclusivity
 - The Sponsorship Benefits and any other advertising and promotional rights granted to VyStar herein shall be solely for VyStar's use with respect to the promotion by VyStar of its commercial and consumer banking products and services including, but not limited to, checking accounts, savings accounts, wealth management, online banking, physical credit/debit cards, loans, mortgages, and money market accounts (collectively, the "Category") in connection with VyStar's "VyStar Credit Union" brand (the "Brand"), and VyStar may only use such benefits and rights to advertise and promote products and/or services under such brand within the Category. For the avoidance of doubt, the Category also includes insurance products and services, processing of electronic payments (e.g., Visa Direct, PayPal, and Apple Pay) and cryptocurrency.
- Primary naming partner for Amphitheater located at 4650 N Henry Blvd., Stockbridge, GA 30281
 - No other partner will be added to name of venue

- Exclusive financial services (including Banking, Mortgage/Title, Insurance, Cards & Payments, Investments, Commercial, Wealth Management across physical and advertising assets associated with the venue and performances during duration of contract terms
 - Venue name to begin with VyStar and final venue name to be agreed by both parties
- Category/IP & Venue Signage
 - Including but not limited to Facility Entitlement, Official Financial Services Partner, logo/IP rights, in-venue signage, exterior venue signage, sponsor mark on staff t-shirts, amphitheater designation on printed and mobile tickets, and anywhere else the venue name is stated.
- Digital & Social
 - Facility digital assets:
 - Stockbridge to transition all existing facility digital assets (including, but not limited to, website, social channels, etc.) to agreed upon facility name
 - Stockbridge to maintain and update aforementioned digital assets in a manner agreeable to VyStar.
 - Sponsor to have 50% SOV across facility website
 - VyStar and facility to collaborate on a minimum of 2 quarterly social promotions
 - VyStar and facility to collaborate on a sponsored social feature executed during the promotional period of each show during the season (i.e. VyStar Behind the Scenes, for example)
- Hospitality
 - One table (8 tickets) in pit/VIP area per show with placement as close to covered stage area as possible (i.e. protection from inclement weather). Four (4) All Access Passes per show
 - Twenty (12) tickets in the reserved section within the first 5 rows per show
 - Opportunity to host quarterly private events at VIP roof deck for up to thirty (30) guests
 - Opportunity to host a "Thank You" event with branded merchandise for patrons
- In-Venue Promotions
 - Company representative to deliver recorded remarks ahead of each show. Live remarks acceptable for special events only (example: Good Is Everywhere and Military Appreciation). Venue to approve instance of live remarks.
 - Ability to play recorded :30 commercial spot on venue video assets 1x between sets. Live remarks acceptable for special events only (example: Good Is Everywhere and Military Appreciation). Venue to approve instance of live remarks.
 - VyStar shall have the opportunity to have an on-site activation presence at all events at the facility.
 - VyStar shall receive premier placement within the facility footprint
 - VyStar shall have the ability to provide attendee giveaways at each show throughout the term
 - 15-30 second 'Fun' VyStar Branded Video
- Media
 - Venue mark on all TV commercials or other video advertisements of events at the Amphitheater
 - Verbal venue name mention on all audio advertisements (including radio & TV commercials)
 - Venue name, logo and mark included on all print & electronic media

- Placement of logo and name mentions in advertisement requires review and approval by VyStar Marketing (with minimum 3 business day SLA)
- VyStar Perks
 - Exclusive entryway for VyStar members
 - Exclusive VyStar Member experiences & discounts
 - Pre-sale ticket opportunities
- Valet Parking up to 10 vehicles maximum for select contest winners and VyStar executive leadership per event Commercial Banking Rights
 - VyStar to have the opportunity to serve as the commercial banking provider of the venue during the term
- Military Ticket Program
 - VyStar will be the named sponsor of the Military ticket program
 - VyStar and facility to provide a to be agreed upon ticket discount to active and veteran members of the Military to a minimum of two shows per season
- ATM Opportunity
 - VyStar has the right to provide or “white label” ATMs at the Arena, in locations mutually agreed by Stockbridge and VyStar.
 - Placement of ATMs to be subject to separate lease between OVGf and VyStar, but terms shall include:
 - Minimum term required
 - Number of ATMs to be mutually agreed.
 - VyStar shall not be obligated to pay any rent or Arena operating expenses related to the locations of the ATMs.
 - Provision, installation, maintenance, operation and repair of ATMs shall be at VyStar’s sole cost and expense.
 - VyStar shall have the right to access the Arena as mutually agreed in order to properly service ATMs. VyStar shall maintain the ATMs in good operating condition.
 - Placement of ATMs at the Arena is at VyStar’s sole risk, except solely for the gross negligence or willful misconduct of facility or its employees.
 - If Stockbridge and/or VyStar are unable to install ATMs at the Arena for any reason, then Stockbridge and VyStar shall mutually agree on a Make Good.
- Influencer/Talent Access
 - Opportunity for talent meet & greet before each show facilitated by Amphitheatre management. Opportunity not guaranteed. Subject to artists/management.
 - Amphitheater management will request within each performer contract to include "Backstage Pass" promotion for each show ('enter to win' for member to receive pre/post -concert backstage pass, F&B, and gift bag). Exclusivity to VyStar members (sound check, or mini concert on mobile, shout out, experiential you can't buy). Opportunity not guaranteed. Subject to artist/management.
- Noting: Artist/Management of performers will have ultimate discretion to include meet and greet or other experiential promotion. Requirement is that Amphitheater will request at contract set-up and do utmost to negotiate this. If additional costs are requested by Artist/Management for the request, Amphitheater management will provide details to VyStar Marketing to determine if they want to move forward and pay additional costs.
- Venue Signage
 - Sponsor mark on all step and repeat placements. To be placed in prominent locations at all performances

- Upper-Level branding visible to general seating area for premium space "The VyStar Lounge"
- Branding on in-venue wallscape
- Digital billboard logo placement (facing street) prior to December 31st 2025
 - VyStar to receive 50% SOV
- Prominent logo placement front/center stage with lighting
- VyStar logo to remain on all chairbacks in VIP pit area only
 - VyStar to maintain chairback covers and VyStar to bear cost of replacement
- Facility to bear cost of initial signage production, fabrication and installation, inclusive of updating all existing venue marks, fabrication of new digital billboard affixed to exterior of facility, VyStar Lounge area signage and wallscape.
 - Sponsor to bear cost of any changes to installed signage throughout the term.
- Facility to bear cost of initial VyStar Lounge build-out, inclusive of furniture
 - Sponsor to bear costs of VyStar logo customizations to VyStar Lounge (i.e. table top vinyl decals)
- Design of all new and updates to existing signage to be approved by VyStar prior to production and installation.
- Database Marketing
 - Venue to send out periodic emails from venue email database with relevant content (up-to monthly) on behalf of VyStar (content provided by VyStar). Venue will approve all email content.
- Venue App or Point of Sale Opportunities
- Opportunity to execute a charitable program to benefit VyStar Foundation

TERM AND TERMINATION

This Agreement will become effective on 01/01/2025 (the "Effective Date") and shall remain in effect until 12/31/2028 (the "Termination Date"). Either party may terminate this Agreement by written notice if (i) the other party breaches, in any material respect, any of its material obligations under this Agreement, and if curable, such breach is not cured within 30 days after the terminating party gives the breaching party written notice of such breach; or (ii) an insolvency event occurs with respect to the other party.

PAYMENT

In consideration for the rights granted to VyStar Credit Union under this Agreement, VyStar Credit Union shall pay Stockbridge the sum of \$300,000 per year of the agreement, subject to a 3% escalator annually following year 1 of the agreement. Payments shall be paid in accordance with the payment schedule below:

25% of Annual Payment shall be made on the following dates during each year of the agreement:
January 15, April 15, July 15, October 15

2025: \$300,000
2026: \$309,000
2027: \$318,270
2028: \$327,818

FORCE MAJEURE

Neither party shall be considered in default or breach of this Agreement for delays or non-performance caused by activities or factors beyond its reasonable control, including without limitation, war, weather, strikes, lockouts, fires, acts of God, acts of governmental entities, pandemic, terrorism, or any other activities or factors beyond its control, whether similar or dissimilar to any of the foregoing.

Notwithstanding the foregoing, the affected party shall promptly provide written notice thereof to the other party, which notice shall include a detailed description of the event of force majeure along with the affected party's best estimate of the length of time such event will delay or prevent performance hereunder. Additionally, the affected party shall use all reasonable efforts to limit the impact of the event of force majeure on its performance hereunder. The parties acknowledge that certain of the Assets otherwise called for may be unavailable due to a force majeure event. With respect to any unavailable Asset, the parties will negotiate in good faith to provide VyStar Credit Union one or more substitute assets having substantially the same sponsorship or promotional value as the unavailable Asset. If an Asset becomes unavailable and the parties do not agree to make such substitution, then either (i) Stockbridge shall immediately provide VyStar Credit Union a refund of any installment of the Annual Payment previously paid to Stockbridge, such refund to be calculated on a per-event basis for each event that VyStar Credit Union does not receive any Asset and thereafter this Agreement shall terminate without further cost or penalty to either party; or (ii) Stockbridge will provide VyStar Credit Union a credit of any installment of the Annual Payment previously paid to Stockbridge, such credit to be applied immediately to the succeeding period and calculated on a per-event basis for each event that VyStar Credit Union did not receive the Asset; or (iii) extend the length of the Term to include a period that encompasses the number of events missed as a result of the force majeure event.

NOTICE

Both parties agree that any notices provided in connection with the Formal Agreement shall be made in writing and shall be sent by registered or certified mail, with a return receipt requested, to the address below:

VyStar Credit Union
Attn: VP of Advertising & Sponsorships
76 South Laura Street
Jacksonville, FL 32202

Stockbridge Amphitheater
Attn: []4650 N Henry Blvd
Stockbridge, Georgia 30281

PREVAILING LAW

This Agreement shall be governed by the laws of the State of Georgia. Every aspect and provision of this Agreement shall be construed in such a manner that shall render this an effective and valid legal instrument under currently applicable law. Should any part of this Agreement be deemed ineffective or unenforceable under applicable, only that specific provision shall be invalid and unenforceable, without affecting or invalidating any of the remaining provisions contained within this Agreement.

LEGAL REMEDIES

In the event a dispute shall arise under or about this Agreement, then the prevailing party (defined as the one recovering or defending more than 50% of the claim) shall be entitled to recover from the non-prevailing party all costs, expenses and reasonable attorneys' fees which may be incurred on account of such dispute. Any controversy or claim arising out of or relating to this Agreement or the Parties' dealings shall be settled by arbitration in the city of Atlanta, Georgia, in accordance with the then-governing rules of the American Arbitration Association. Judgment upon the award rendered may be entered and enforced in any court of competent jurisdiction. The parties hereby knowingly, voluntarily, and intentionally waive the right any of them have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party. Both parties acknowledge that the terms outlined in this letter accurately reflect the terms being agreed to by the parties.

Stockbridge Amphitheater



VyStar

Date

01/09/2025

Date

Stockbridge Amphitheater

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