Schedule B

ATHLETIC/NUTTER SPONSORSHIP AND ATM LEASE AGREEMENT

THIS SPONSORSHIP AND ATM LEASE AGREEMENT ("Agreement") is effective as of the 24th day of June 2014, ("Effective Date"), and by and between Wright State University, an independent four year public institution of higher education organized and operated under the laws of the State of Ohio, having offices at 3640 Colonel Glenn Highway, Dayton, Ohio 45435-0001 ("WSU") and Wright-Patt Credit Union, a state-chartered not-for profit credit union, with its principal place of business located at 3650 Pentagon Boulevard, Beavercreek, Ohio 45431 ("WPCU"), each a "Party", and collectively "the Parties".

WHEREAS, the Parties have entered into a Master Agreement of even date herewith which designates WPCU as the Official Financial Institution for the Wright State University Community, and establishes several marketing and financial literacy initiatives to be undertaken by the Parties over the next five (5) years;

WHEREAS, the Parties currently have two existing sponsorship agreements in place whereby WPCU is obligated to provide financial support in exchange for certain marketing rights at WSU athletic events;

WHEREAS, the Parties have agreed to replace the existing sponsorship agreements with this Agreement and extend the mutually beneficial athletic sponsorship relationship to be coterminous with the Master Agreement;

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the Parties agree as follows:

1. Term.
   a. Initial Term. The term of this Agreement shall be for five (5) years commencing on July 1, 2014 and shall terminate on June 30, 2019 (the "Term"), unless earlier terminated in accordance with the terms of this Agreement.

   b. Exclusive Negotiation Period. The Parties mutually agree to negotiate diligently and in good faith to extend this Agreement for an additional Term (the "Exclusive Negotiation Period"). During the Exclusive Negotiation Period, WSU shall negotiate exclusively with WPCU, and no other Financial Institution, as that term is defined in the Master Agreement, with respect to the sponsorship activities set forth herein. The obligation to
negotiate in good faith requires the respective Parties to communicate with each other with respect to any issues for which an agreement to continue the sponsorship relationship has not been reached, and in such communications to follow reasonable negotiation procedures, including meetings, telephone communications, and correspondence. The Exclusive Negotiation Period shall commence one (1) year prior to the expiration of the initial Term and continue for a period of one hundred eighty (180) days. The Exclusive Negotiation Period may be extended by mutual agreement of the Parties.

2. **Marketing Exclusivity.** WSU agrees and acknowledges that WPCU shall be the only Financial Institution, as that term is defined in the Master Agreement, with sponsorship, advertising and promotional rights at WSU’s athletic facilities, including but not limited to: The Nutter Center, Nischwitz Baseball Stadium, McLin Gym, Alumni Field, and the Softball Field, and any other athletic facilities operated under the control or authority of WSU. The marketing exclusivity granted in this Agreement to WPCU shall serve to prohibit WSU from contracting with any other Financial Institution for marketing or promotional purposes unless WPCU provides prior written permission. Notwithstanding the foregoing, WPCU acknowledges that exceptions to the marketing exclusivity set forth herein will apply when WSU athletic facilities are leased for use by organizations that are not under the control or authority of WSU.

3. **Sponsorship Benefits.** WSU hereby grants the following sponsorship benefits to WPCU. The Parties expressly agree that all promotions contemplated herein, including artwork provided by WPCU, are subject to approval by WSU’s Executive Director of Marketing and WPCU’s VP of Marketing and Business Development and subject to availability as reasonably determined by WSU. Any costs incurred in the production or installation of signage, as well as costs incurred for promotional goods over and above that which is stated in this Agreement will be the sole responsibility of WPCU.

   a. **Video Board LED Signage.** During all WSU Men’s and Women’s regular season home basketball games, WPCU will receive rotation on the bottom LED ring of the main video board throughout the entire event;

   b. **Outdoor Marquee, fixed.** WPCU shall have the right to promote its services or events via one large permanent, backlit sign located on the front face of the outdoor billboard at the corner of North Fairfield Rd. and Colonel Glenn Hwy., at the main entrance to the Nutter Center;
c. **Outdoor Marquee, digital.** WPCU shall have the right to promote its services or events via two rotating, digital graphics on the outdoor billboard at any given time; digital graphics may be updated as often as once every two weeks;

d. **Box Office Signage.** WPCU shall have the right to promote its services or events via permanent signage and digital scrolling text messaging located near the box office and Gate 4 on the outside of the Nutter Center;

e. **Arena Bowl Signage.** WPCU shall have the right to promote its services or events via one permanent, backlit sign located next to the Time Of Day Clock in the Nutter Center bowl;

f. **Digital Courtside Signage.** WPCU shall have the right to promote its services or events via one rotating, digital graphic during all WSU men’s and women’s regular season home basketball games; signage is on both sides of the court;

g. **Digital Concourse Signage.** WPCU shall have the right to promote its services or events via four rotating, digital graphics to be displayed on the LCD panels above all concessions stands throughout the Nutter Center concourse which play during all public, ticketed events;

h. **Baseball Scoreboard.** WPCU shall have the right to promote its services or events via one panel on the front of the WSU Baseball scoreboard;

i. **McLin Gym Signage.** WPCU shall have the right to promote its services or events via one permanent sign on each of the scoreboards in the McLin Gym, home to WSU Volleyball and other WSU student recreation events and classes;

j. **Title Sponsorship Night.** Once per men’s basketball season WPCU will be title sponsor of a game, which includes: company logo on front cover of game program, two PA reads during the event with logo representation on the main video board, time-out promotional opportunity or spotlight, opportunity to setup a table on the concourse, and opportunity to distribute giveaway items or promotional information to fans;
k. **Traffic Driving Promotion.** At least once annually during the Term of this Agreement, the Parties shall collaborate on an exclusive, branded merchandise item to be given out at athletic events or at WPCU member centers, with the intent of generating new business for WPCU;

l. **Direct Mail.** WPCU may provide promotional material to include in annual Season Ticket mailing for men's basketball;

m. **Scoreboard Messaging.** WPCU will be mentioned on the corner scoreboard scrolling text message signs during all WSU athletic events in the main arena, and select other events when permitted;

n. **Radio.** WPCU shall have the right to promote its services or events via two :30 or one :60 commercial during every home and away radio broadcast of WSU men's basketball;

o. **Print.** WPCU's logo shall be included on all WSU team posters and schedule cards which are distributed to the community, and in all game programs printed for any sport organized by WSU;

p. **E-Blasts.** Up to six times per year the WPCU logo, link, and targeted messaging will be included in various Athletic or Nutter Center e-blasts, such as season ticket holder, alumni, or Nutter Center star rewards;

q. **Corporate Box.** At no additional cost, WPCU will receive the right to use University Luxury Suite No. 207 at WSU's Nutter Center, subject to WPCU's compliance with the terms and conditions generally applicable to Corporate Box Lease Holders as established by WSU during the term of this Agreement. The corporate box shall include 12 tickets and two parking passes to WSU events. The Luxury Suite Agreement governing WPCU's use of the corporate box is attached hereto as Exhibit 1;

r. **Tickets.** During each year of this Agreement, WPCU will receive four premium season tickets for WSU men's basketball and up to 200 group tickets per year to be used at once or periodically in WPCU's discretion;

s. **Berry Room Rental.** WPCU shall have the right to use the Berry Room up to six times per year during the term of this Agreement, subject to availability and provided that audio/visual and catering costs are not included in this benefit;
t. **Student-Athlete Interaction.** WPCU will have the opportunity to present to WSU student-athletes in their orientation class during the first semester on campus in order to promote financial responsibility along with WPCU member services;

u. **ATMs.** WPCU shall keep and maintain two (2) ATMs at the Nutter Center during the term of this Agreement. WSU will provide the space for the ATMs at no cost to WPCU;

v. **Social Media.** WPCU shall have the right to promote its services or events to WSU Constituents up to five times per year via social media outlets maintained by WSU Athletics. WPCU shall provide WSU notice of its intent to utilize this benefit at least one week prior to the event or desired distribution date;

w. **Catering Credit.** WPCU will receive a catering credit to be used throughout the Nutter Center facility except at concession stands, in the amounts detailed below; arrangements must be made with proper notice as determined by the hospitality provider to guarantee service and usage of credit:
   i. 2014-2015: $2,000
   ii. 2015-2016: $2,000
   iii. 2016-2017: $2,000
   iv. 2017-2018: $1,000
   v. 2018-2019: $0

4. **Additional Promotional Activities.** To the extent WPCU desires to engage in additional sponsorship and/or promotional activities at WSU events, any such activities shall be subject to the mutual agreement of the Parties and shall be subject to the standard rates established by WSU’s Athletic Department and the Nutter Center.

5. **Sponsorship Funding to WSU.** In return for the sponsorship benefits set forth in Section 3 of the Agreement, WPCU shall be obligated to pay WSU a total sum of one hundred twenty thousand dollars ($120,000.00) annually during the term of this Agreement. WPCU’s payments shall be due as follows:
   a. $120,000 due on or before June 1, 2015;
   b. $120,000 due on or before June 1, 2016;
c. $120,000 due on or before June 1, 2017;
d. $120,000 due on or before June 1, 2018;
e. $120,000 due on or before June 1, 2019.

6. **Relationship of the Parties.** WPCU and WSU are independent contractors and nothing in this Agreement or the attached Schedules shall be construed to create a partnership, joint venture or co-employer or joint employer relationship between WSU and WPCU.

7. **Representations and Warranties.**
   a. WPCU represents and warrants as of the Effective Date and during the Term of this Agreement that:
      i. WPCU is a state-chartered credit union, organized, validly existing and in good standing under the Ohio Revised Code, is insured by the National Credit Union Administration (NCUA), and has the requisite corporate power and authority to enter into this Agreement.
      ii. The execution, delivery and performance of the Agreement are within WPCU's corporate powers, have been duly authorized by all necessary corporate action and do not contravene WPCU's bylaws or charter or any law or contractual restrictions to which it is subject.
      iii. Any authorization or approval or other action by, or notice to or filing, any governmental authority or regulatory body that is required for the execution, delivery and performance by WPCU of this Agreement shall be obtained in a timely manner.
      iv. This Agreement constitutes a legal, valid and binding obligation of WPCU, enforceable against it in accordance with its terms.

   b. WSU represents and warrants, as of the Effective Date and during the Term of this Agreement:
      i. WSU is duly organized, validly existing and in good standing under the laws of the State in which it operates and has the requisite corporate power and authority to enter into the Agreement.
      ii. The execution, delivery and performance of this Agreement by WSU is within WSU's powers, has been duly authorized by all necessary corporate action, and does not violate, conflict with or constitute a breach under any articles of incorporation or charter, bylaw, law, regulation, contract or obligation applicable to WSU.
iii. This Agreement constitutes a legal, valid and binding obligation of WSU, enforceable against it in accordance with its terms.
iv. No authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the execution, delivery and performance by WSU of this Agreement.

8. **Termination.**

a. If a Party breaches any material covenant in this Agreement and fails to remedy same within sixty (60) calendar days after receipt of written notice of such breach from the non-breaching Party, or if the same is not reasonably capable of being cured within sixty (60) calendar days, and the breaching Party fails to commence to remedy same within sixty (60) calendar days, and diligently prosecute the remediying of the breach until the same is remedied, the non-breaching Party may, at its option, declare this Agreement terminated without prejudice to any additional remedy which may be available to the non-breaching Party.

b. In the event that a Party shall become insolvent, bankrupt or make any assignment for the benefit of creditors, or if its interest hereunder shall be levied upon or sold under execution or other legal process, without prejudice to any additional remedy which may be available to the other Party, the other Party may declare this Agreement terminated.

9. **Entire Agreement.** This Agreement, and any other documents that are incorporated by reference herein, constitutes the entire agreement and understanding between the Parties with respect to the subject matter herein and the transactions contemplated herein and supersedes any and all previous understanding, proposals, negotiations, agreements, commitments and representations, whether oral or written. The Parties specifically agree that this Agreement is intended to supersede and extinguish the rights and obligations set forth in the WSU Athletic Sponsorship Agreement executed on October 19, 2011 and expiring June 30, 2014 and the WSU Ervin J. Nutter Center Sponsorship Agreement executed on December 29, 1997, last amended on July 26, 2011 and expiring on December 29, 2017.

10. **Amendment.** No modification, amendment or waiver of any provisions of this Agreement shall be valid unless it is in writing and signed by both Parties.
11. **Force Majeure.** Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control or without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accident, floods, power blackouts, volcanic action, major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers or suppliers.

12. **Headings.** The headings contained in this Agreement are solely for the convenience of the Parties and should not be used or relied upon in any manner in the construction or interpretation of this Agreement.

13. **Counterparts.** This Agreement may be executed in two or more counterparts each of which shall be deemed a duplicate original.

**IN WITNESS WHEREOF,** the Parties have caused duplicate counterparts of this Agreement to be duly executed as of the Effective Date.

**Wright-Patt Credit Union, Inc.**

By: [Signature]

Douglas A. Fecher
President/CEO

**Wright State University**

By: [Signature]

Mark M. Polatajko, Ph.D., CPA
Vice President of Business and Finance
& University Treasurer

Date 6-24-2014

Date 6/19/14
Exhibit 1

WRIGHT STATE UNIVERSITY NUTTER CENTER
PRIVATE BOX LICENSE AGREEMENT

THIS AGREEMENT made and entered on June 24, 2014, between Wright State University, Licensor, whose official address is 3640 Colonel Glenn Highway, Dayton, Ohio 45435, hereinafter referred to as UNIVERSITY, and Wright-Patt Credit Union, Inc., whose official address is 3560 Pentagon Blvd. Beavercreek, OH 45431, hereinafter referred to as LICENSEE.

WITNESSETH:

WHEREAS, UNIVERSITY has constructed certain LUXURY SUITES at the Concourse Level of the WSU Nutter Center, hereinafter referred to as the CENTER, at Wright State University, Dayton, Ohio, consisting of an enclosed room more fully described hereinafter; and

WHEREAS, LICENSEE desires to obtain a LICENSE to use one of the said LUXURY SUITES; and

WHEREAS, LICENSEE understands and agrees that this LICENSE is granted for the purpose of permitting LICENSEE to view from the Luxury Suite and the twelve (12) seats in front of the Private Box. LICENSEE will receive twelve (12) tickets to all public ticketed events to be held at the Nutter Center which includes regular season home games for WSU Raiders’ and/or any other tenants of the Nutter Center regular season home games, located in the row [twelve (12) seats in row] immediately in front of LICENSED PREMISES. Tournaments in season as well as post season and/or playoffs require suite holders to purchase their tickets if they desire to attend event. Some public ticketed events like amateur athletic events to include but not limited to high school events may require suite holders to purchase tickets if suite holders desire to attend event. *NOTE: Shows or events that have multiple performances, LICENSEE will receive tickets for only one performance.

NOW THEREFORE, UNIVERSITY AND LICENSEE agree as follows:

1. **TERM**

   UNIVERSITY hereby grants a LICENSE to LICENSEE and LICENSEE hereby hires from UNIVERSITY LUXURY SUITE NO. 207 in the CENTER for the purpose set forth herein, for a term commencing July 1st, 2014, and ending June 30, 2019.

2. **SCOPE AND PURPOSE OF LICENSE AGREEMENT**

   A. LICENSEE understands and acknowledges that UNIVERSITY makes no warranties, guarantees, or representations regarding the number of events other than UNIVERSITY basketball games will be held in the CENTER.

   B. In the event that UNIVERSITY, its successors, and assigns discontinue playing its collegiate basketball games at the CENTER, then LICENSEE shall have the option to cancel this license agreement. LICENSEE may exercise the option to cancel this license agreement within sixty (60) days after written notice from UNIVERSITY that UNIVERSITY intends to discontinue playing its collegiate basketball games at the CENTER. Upon such
cancellation, the unused balance of any advanced LICENSE fees shall be returned to LICENSEE after deduction for any obligations of LICENSEE to UNIVERSITY under this license agreement or to others for food, beverages or services furnished to LICENSEE. This right of cancellation shall be the sole and exclusive remedy available to LICENSEE for any other claims or damages of any nature whatsoever as result of the circumstances giving rise to the right of cancellation. If LICENSEE fails to give written notice of cancellation to UNIVERSITY within thirty (30) days, then this license agreement shall remain in full force and effect.

C. Events
(1) LICENSEE must exercise its rights, if any at all, by requesting such tickets at least two (2) weeks in advance of such event. If there is an event the suite holder is interested in attending and it is an event that requires suite holder to purchase tickets (such as the amateur events as outlined previously), the ticket price for each seat shall be established by the promoter of the particular event but in any case shall not be more expensive than the most expensive seat at the CENTER which is not a LUXURY SUITE. If LICENSEE does not exercise its option to purchase tickets for such additional events, LICENSED PREMISES shall remain closed during each such additional event; however, the seats can be sold.

(2) LICENSEE shall not assign this LICENSE or sublet, transfer, control or otherwise encumber LICENSED PREMISES without prior written consent from UNIVERSITY.

D. LICENSEE shall not be entitled to use LUXURY SUITE for events not open to the general public unless LICENSEE has received express permission from the agent leasing the CENTER from UNIVERSITY for the event in question.

E. LICENSEE agrees to make LUXURY SUITE available for use by UNIVERSITY for commencement activities, if necessary, and other nonticketed faculty, staff and student functions with sixty (60) day written notice from UNIVERSITY necessitating the use of LUXURY SUITE. After each UNIVERSITY EVENT during which LICENSEE does not have use of LICENSED PREMISES and seats, UNIVERSITY agrees to return LICENSED PREMISES and any fixtures thereon and personality of LICENSEE located therein to LICENSEE in the same condition as existed immediately prior to UNIVERSITY EVENT less normal wear and tear. UNIVERSITY shall be responsible for all loss or damage to LICENSED PREMISES during such UNIVERSITY EVENT when not used by LICENSEE, the fixtures thereon and the personality located therein, so long as such loss or damage was not caused by negligence of LICENSEE or LICENSEE'S AGENTS, EMPLOYEES and INVITEES or was not due to defects in construction of LICENSED PREMISES not caused by UNIVERSITY. Before each UNIVERSITY EVENT, UNIVERSITY AND LICENSEE shall jointly inspect LICENSED PREMISES and sign a written report setting forth the condition of LICENSED PREMISES. An identical inspection shall take place after UNIVERSITY EVENT to determine what damage, if any, occurred to LICENSED PREMISES during UNIVERSITY EVENT. UNIVERSITY shall immediately repair any such damage at no charge to LICENSEE. If UNIVERSITY chooses to institute legal proceedings against any third party deemed responsible for such damage, LICENSEE agrees to subrogation of its claim to UNIVERSITY to the extent of the cost of repairs made by UNIVERSITY.
F. LUXURY SUITE shall be available for use by LICENSEE for UNIVERSITY basketball games when the doors of the CENTER are open to the public and until one (1) hour after the end of the last game. For all other events to which LICENSEE has the right to use LUXURY SUITE, pursuant to the terms of this license agreement, LUXURY SUITE shall be available for use by LICENSEE when the doors of the CENTER are open for admission to the event in question or at whatever time may be prescribed by the agent leasing CENTER from UNIVERSITY until one (1) hour after the conclusion of the event.

G. LICENSEE shall be entitled to the right of access to LUXURY SUITE at all times; such right to use LUXURY SUITE shall be subject to the approval of UNIVERSITY, which approval shall not be unreasonably withheld; provided, arrangements for such access shall be made by LICENSEE in advance and during CENTER regular business hours.

3. LICENSED PREMISES

A. UNIVERSITY at its own cost and expense agrees to provide the following:

(1) An enclosed room (LUXURY SUITE) at the Concourse Level of the CENTER measuring approximately thirteen (13) feet in width by approximately nineteen (19) feet in depth containing a polished bare concrete floor, two side walls approximately nine (9) feet in height with front wall sliding glass door, a rear wall approximately nine (9) feet in height containing a locking door, an unfinished ceiling cavity, roughed-in cold water plumbing for three (3) fixtures (a toilet, a sink and a hand lavatory), a cable TV access at a reasonable monthly rate, an air conditioning and heating supply duct, a 120/280 volt single-phase 100 amp buss eight circuit board and a roughed-in exhaust duct for toilet exhaust.

(2) Ordinary repairs and ordinary maintenance to LICENSED PREMISES.

(3) Janitorial service at a reasonable hourly rate.

(4) The cost of water, heat and electricity.

B. LICENSEE AGREES TO IMPROVE, DECORATE AND FURNISH LICENSED PREMISES UNDER THE FOLLOWING TERMS AND CONDITIONS:

(1) Any improvements LICENSEE elects to make involving design, wiring, lighting, plumbing, air conditioning, installation of a drop ceiling and installation of permanent theater seating shall be made to UNIVERSITY standards at LICENSEE’S expense by a contractor approved by UNIVERSITY. All rules and regulations for the construction site must be followed.

(2) Improvements and decoration of the floor, ceiling and walls may be made by LICENSEE at its own expense, providing such improvements and decorations conform to all local and state building and fire codes.

(3) LICENSEE may elect to furnish LUXURY SUITE in a manner of its own choice at its own expense, providing all furnishings conform to all local and state fire codes. There shall be no modification to any doors, glass or permanent features of LUXURY SUITE which are to be provided by design of UNIVERSITY.
4. PARKING
During the term of this license agreement, LICENSEE shall be entitled to two (2) free parking permits in a designated preferred parking area for each UNIVERSITY collegiate basketball game and special event. Spaces to be located in designated Lot #4.

5. FOOD, BEVERAGES AND CATERING SERVICES IN LUXURY SUITE
No food or beverage preparation equipment may be kept in LUXURY SUITE, other than such equipment as may be approved by UNIVERSITY in writing, which approval shall not be unreasonably withheld. LICENSEE shall be solely responsible for and promptly pay to the proper person, agent or corporation all bills for food, beverage and services furnished, sold or rendered in connection with the use of LUXURY SUITE, including all applicable taxes, if LICENSEE elects to use such available services. UNIVERSITY'S caterer will have full service available, and no other contract caterer will be allowed in LUXURY SUITE.

6. PROPER DECORUM; ADVERTISING PROHIBITED
LICENSEE and invitees of LICENSEE shall at all times maintain proper decorum while using the LUXURY SUITE and shall abide by all terms and conditions of this LICENSE, applicable governmental laws, rules and regulations, and by such rules and regulations as may from time to time be adopted and applied by UNIVERSITY to licensing of LICENSEE'S LUXURY SUITE and to the use of all CENTER LUXURY SUITE, including rules and regulations which may be established for any and all events regarding the consumption of alcoholic beverages. LICENSEE shall not use the subject property in any manner that will constitute waste, nuisance or unreasonable annoyance to occupants of adjacent LUXURY SUITE. Flagrant and repeated violations of rules and regulations may result in the cancellation of this LICENSE within ten (10) days of the receipt of written notification from UNIVERSITY of said cancellation.

7. TAXES
The parties hereto agree that this LICENSE creates no possessor interest which would be subject to property taxes; provided, however, that should this LICENSE be made subject to any tax relating solely to the use of LUXURY SUITE by LICENSEE, such tax shall be the sole obligation of LICENSEE.

8. CONDITION OF THE SUBJECT PROPERTY
   A. LICENSEE hereby accepts the subject property in the condition existing as of the date of possession hereunder, subject to all applicable zoning, municipal, county and state laws or ordinances governing or regulating the use of the subject property.

   B. Before commencing any work relating to the improvements affecting the LUXURY SUITE, LICENSEE shall notify UNIVERSITY in writing of the expected date of commencement thereof. UNIVERSITY will have the right to approve all work schedules by contractors hired by LICENSEE. It will be necessary for LICENSEE to obtain all necessary permits, if applicable, prior to any work being done to LUXURY SUITE. UNIVERSITY shall then have the right at any time and from time to time to post and maintain on the subject property such notices as UNIVERSITY reasonably deems necessary to protect the subject property and UNIVERSITY from Mechanic's Liens, Material Liens or any other liens. In any event, LICENSEE shall pay, when due, all claims for labor or materials furnished to or for LICENSEE at or for the use in the LUXURY SUITE.
LICENSEE shall not permit any Mechanic's or Material Liens to be levied against the LUXURY SUITE for any labor or materials furnished to LICENSEE, or claimed to have been furnished to LICENSEE, or to LICENSEE'S agents or contractors in connection with the work of any character performed or claimed to have been performed on the subject property by or at the direction of LICENSEE.

C. All alterations, improvements or additions which may be made in the LUXURY SUITE shall become the property of UNIVERSITY and remain upon and be surrendered with the subject property at the expiration of the term. Notwithstanding the provisions of this document, LICENSEE may remove any of its personal property and equipment which are affixed to the LUXURY SUITE.

D. On the last day of the term hereof, or on any sooner termination, LICENSEE shall surrender the LUXURY SUITE to UNIVERSITY in good, clean and safe condition. LICENSEE shall repair damage to LUXURY SUITE by LICENSEE'S use thereof or by removal of LICENSEE'S personal property and equipment.

9. LIABILITY INSURANCE
LICENSEE shall obtain and keep in force during the term of this LICENSE, a policy of comprehensive public liability insurance in the amount of one million dollars (1,000,000.00) for the use of LUXURY SUITE and CENTER, and proof of such insurance naming Wright State University as insured must be current and on file in the Administrative Offices of the Wright State University Nutter Center prior to occupancy.

10. INDEMNIFICATION
UNIVERSITY shall not be liable for any loss or damage to property of LICENSEE or its invitees in or upon LICENSED PREMISES other than any loss or damage resulting from the negligence or willful misconduct of UNIVERSITY or UNIVERSITY'S employees, representatives or agents. LICENSEE agrees to indemnify and hold UNIVERSITY harmless from any liability for damage, including personal injury and property damage, occurring in or upon LICENSED PREMISES, and occasioned by any act or omission, neglect or wrongdoing of LICENSEE or any of its directors, officers, agents, representatives, guests, employees or other invitees of LICENSEE. Neither party shall be liable to the other party for failure to perform any of the terms and conditions of this license agreement when such is attributable to and caused by an act of God, by governmental authority taking possession of the CENTER, or other government rules, regulations or actions, or by any other circumstances (including but not limited to war, strikes, riots, fire and/or civil disorder) not under the control of such party. If any such event shall cause a delay but shall not be an independent reason for cancellation of the entire LICENSE to the extent possible, the terms and conditions hereof shall be in full force and effect.

11. LICENSEE'S OPTION RIGHT
LICENSEE shall have the right to enter into a new license agreement upon the normal expiration of the term of this license agreement, subject to the following conditions:

A. UNIVERSITY shall notify LICENSEE in writing no sooner than twelve (12) months prior to the expiration for the term hereunder of LICENSEE'S option to enter into a new license agreement for a term not to exceed five (5) years. The LICENSE fee charged new
LICENSEES has no impact or relevance to those LICENSEES entitled to participate in the additional option period.

B. Within Thirty (30) days of the date UNIVERSITY so notifies LICENSEE, LICENSEE shall notify UNIVERSITY in writing of intention of LICENSEE to exercise the option as set forth in the notice by UNIVERSITY to LICENSEE.

C. After receiving notice of LICENSEE'S intention to exercise the option, UNIVERSITY shall send a new license agreement to LICENSEE for execution in the same form as this license agreement in all material respects. LICENSEE shall sign and return said license agreement to UNIVERSITY within thirty (30) days of receipt thereof.

D. In the event that LICENSEE shall fail to notify UNIVERSITY within said thirty (30) days of LICENSEE'S intention to exercise the option set forth in this paragraph, or shall fail to return the signed license agreement to UNIVERSITY within the thirty (30) day period set forth in subparagraph 11.C. of this document, then said option right shall expire and LICENSEE shall have no further claim to the use of said LUXURY SUITE.

12. NOTICES
A. Any notice to LICENSEE required herein shall be sent to LICENSEE at:

   Wright-Patt Credit Union
   Attn: Tracy Fors
   3560 Pentagon Blvd.
   Beavercreek, OH 45431-1706

B. Any notice to UNIVERSITY required herein shall be sent to Wright State University, 3640 Colonel Glenn Highway, Dayton, Ohio 45435; Attention: Executive Director, Wright State University Nutter Center, or to such other address as UNIVERSITY may specify.

13. DISCRIMINATION
In its performance under this LICENSE, LICENSEE shall not, by reason of race, color, creed, sex, disability, age, marital status or national origin, discriminate against any person and shall comply in all respects with any and all federal, state, county and municipal laws relative to human rights and nondiscrimination.

14. SUCCESSOR'S RIGHTS
A. Right of Entry. UNIVERSITY and its employees and agents shall have the continuing right to enter LICENSEE'S LUXURY SUITE at any and all times for the performance of the duties required to be performed by UNIVERSITY hereunder.

B. Sale of Tickets Prohibited. LICENSEE shall not sell, or offer for sale, any event admission tickets or parking tickets issued to LICENSEE.

C. Governing Law. This license agreement shall be governed, construed and interpreted in all respects in accordance with the laws of the State of Ohio.
D. Entire Agreement. This license agreement constitutes the entire agreement and supersedes any previous agreements, written or oral, between the parties hereto and no change or modification hereof shall be effective unless the same shall be in writing and executed by the parties hereto.

E. Captions. The captions of this license agreement are for convenience only and are not to be construed as part of this license agreement and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

F. Partial Invalidity. In the event that any portion of this license agreement shall be invalid under applicable existing laws, then such portions are to be modified in the letter and spirit of this license agreement to the extent permitted by applicable law so as to be rendered valid. Any portions of this license agreement which are invalid under applicable law shall not render this license agreement or any other part thereof invalid, but such invalid portions shall be inapplicable until the parties hereto have made appropriate changes in accordance with applicable laws to achieve the spirit of the invalid provisions.

G. Nonwaiver of Strict Compliance. Failure of UNIVERSITY to require strict compliance by LICENSEE of any of the covenants, provisions or conditions of this license agreement, on one or more occasions, shall not constitute a waiver by UNIVERSITY of the right thereafter to require strict compliance with said covenants, provisions and conditions.

H. Joint and Several Liability. In the event that named LICENSEE herein is composed of more than one person, or is a partnership or joint venture, the respective individuals, partners or joint ventures shall be jointly and severally liable hereunder, whether or not the individual partners or joint ventures are signatories to this license agreement.

LICENSEE:

Wright-Patt Credit Union
Attn: Tracy Fors
3560 Pentagon Blvd.
Beavercreek, OH 45431-1706

SIGNED BY:

[Signature]
Douglas A. Fecher
President/CEO- Wright-Patt Credit Union

Date 6-24-2014

UNIVERSITY:

Wright State University
Attn: Nutter Center Executive Director
3640 Colonel Glenn Highway
Dayton, OH 45435-0001

SIGNED BY:

[Signature]
Mark M. Polatajko, PhD., CPA
Vice President of Business and Finance & University Treasurer

Date 6-19-2014