

**THE UNIVERSITY CORPORATION (TUC) AT
CALIFORNIA STATE UNIVERSITY, NORTHRIDGE (CSUN)
& PREMIER AMERICA CREDIT UNION (PACU)
NAMING AND SPONSORSHIP AGREEMENT**

This NAMING RIGHTS AND SPONSORSHIP AGREEMENT ("Agreement") is entered into between The University Corporation ("TUC"), on behalf of the Board of Trustees of the California State University, by and through its member campus California State University, Northridge ("CSUN") located at 18111 Nordhoff Street, Northridge CA 91330, and Premier America Credit Union ("PACU"), located at 19867 Prairie Street, Chatsworth CA 91311, each a "Party" and collectively the "Parties". This Agreement is effective as of the last Party signature below ("Effective Date"). TUC and PACU agree that references to the "Parties" in this Agreement includes CSUN as context dictates.

RECITALS

A. CSUN owns and operates an arena currently referred to as "The Matadome" ("Facility") on its campus which is used for conducting intercollegiate basketball and volleyball contests as well as other campus events and activities; and

B. CSUN and TUC are seeking a long-term naming rights sponsor for the Facility to provide financial support for CSUN through this Agreement; and

C. PACU desires to become a naming rights sponsor for the Facility and to provide support to CSUN through this Agreement.

D. CSUN supports all students, faculty, alumni and staff. A partnership with PACU will help to support the future academic success and vitality of the University. PACU aims to provide financial education and empowering experiential opportunities for students, faculty, alumni and staff. TUC and PACU agree to schedule an annual partnership review meeting.

NOW, THEREFORE, the foregoing recitals hereby incorporated herein as if set forth in full, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, the Parties agree as follows:

AGREEMENT

1. Term.

(a) Initial Term. Unless earlier terminated as provided herein, the initial term of this Agreement will be for ten and a half (10.5) Contract Years (as defined hereinafter), commencing on the Effective Date and automatically terminating (subject to Section 1(b)) on June 30, 2032 ("Initial Term"). A "Contract Year" is defined as each twelve (12) month period during the Initial Term beginning January 1 and ending December 31, except for the first Contract Year, which shall commence on the Effective Date and continue through December 31, 2022, and the last contractual half-year, which shall commence on January 1, 2032 and continue through June 30, 2032.

(b) Renewal Term. Notwithstanding Section 1(a), the Initial Term may be extended or renewed only upon written mutual agreement by both Parties. During the period August 1, 2030, through January 30, 2031 ("Renewal Negotiation Period"), the Parties will have the opportunity to negotiate the terms with respect to any potential renewal of the Initial Term ("Renewal Term"), which, if agreed upon, will be memorialized in writing. TUC acknowledges and agrees that Renewal Negotiation Period is an exclusive negotiation window with PACU only, and TUC will not engage in discussion or negotiation with any other potential naming rights sponsor for the Facility during the Initial Term, Renewal Term, or Renewal Negotiation Period. In the absence of any Renewal Term, this Agreement shall automatically terminate and (subject to Section 12(c)(iv)) be of no further effect as of December 31, 2031. Throughout this Agreement, "Term" shall be used to include the Initial Term and any applicable Renewal Term(s).

(c) Special Termination Event. In the event that the Facility is demolished, decommissioned, rendered unsafe or uninhabitable, or is otherwise taken off-line, voluntarily or involuntarily, by CSUN, where such off-line status is expected to persist for greater than one hundred eighty (180) days (a "Special Termination Event"), either Party may terminate this Agreement as described in Section 13(e).

(d) Condition Precedent to the Agreement. The Parties agree that this Agreement is subject to and conditioned on the Parties working in good faith to negotiate and execute mutual agreeable contracts relating to exclusive ATM and Branch leases on CSUN's campus within one-hundred eighty (180) days from the Effective Date of this Agreement. The Parties agree these exclusive ATM and Branch leases on CSUN's campus currently include three potential ATM locations (University Student Union (USU), Campus Store and Sierra Center) and two Retail Space locations (both Campus Store with the option to move to the future USU Project) available for PACU to lease. If the Parties are unable to execute or make meaningful progress toward completion of such ATM and Branch lease agreements within the timeframe in the previous sentence, as determined by PACU in its sole and good faith discretion, then PACU shall have the option to terminate this Agreement at its option, and TUC shall refund any prepaid amounts to PACU unless parties mutually agree to an extension of the identified 180 day timeframe. TUC and CSUN understand that this is a material inducement for PACU to enter into this Agreement. TUC and CSUN will not allow another financial institution to place or operate a permanent or temporary branch or other location or service facility providing banking or financial services on the CSUN campus(es).

2. Grant of Rights. In consideration for PACU's timely payment of the Annual Net Investment (as defined hereinafter) specified in Section 3, TUC hereby grants to PACU the following rights during the Term:

(a) Facility Name. The Facility name will be agreed upon by the Parties and will be recorded on Exhibit B attached hereto (the "Premier America Credit Union Matadome). TUC and CSUN agree that it will (i) not change the name of the Facility during the Term except in accordance with this Agreement and (ii) use the Facility Name to refer to the Facility in connection with all events for which the Facility is the primary venue, and all materials (and modes/mediums of communication) in which the Facility is referenced.

(i) Subsequent Name Change.

Subject to TUC's advance written consent, which will not be unreasonably withheld, conditioned or delayed, in the event of a sale or transfer of the business or assets or acquisition of all of the equity or any change in control of PACU, PACU shall have the right to request a change from the

Facility Name to another name (including the name of an entity that acquires PACU). If PACU desires such a change, then it will provide TUC written notice thereof and TUC will notify PACU within thirty (30) calendar days thereafter of its decision whether or not to provide its consent thereto. The approval for such name change must come from the Board of Trustees (BOT), which shall not be unreasonably withheld, conditioned or delayed. If the BOT consents to PACU's proposed change to the Facility Name, then PACU shall be responsible for all costs and expenses associated with a change of the Facility Name, including, but not limited to, those costs set forth below. If the BOT does not consent to PACU's proposed change to the Facility Name, then PACU will have the right to terminate this Agreement effective upon June 30 of the then-current Contract Year, or earlier depending on the circumstances with a pro-rata refund. The Parties agree that the disruption and harm to TUC caused by the early termination of this Agreement arising from the circumstances described in this paragraph will be difficult to calculate. Therefore, the Parties agree that in the event of such early termination, PACU shall pay TUC, as liquidated damages and not as a penalty, a sum equal to thirty-three percent (33%) of the Annual Net Investment remaining at the time of such termination, subject to total cap of Two Hundred Fifty Thousand Dollars (\$250,000.00). Such payment shall be provided not less than ninety (90) calendar days following the termination, or over a longer period of time in periodic installments upon the mutual written agreement of the Parties.

(ii) Costs of Facility Name Change.

In the event PACU or its successor changes or causes a change to the Facility Name in accordance with the terms hereof, PACU agrees to pay, or cause its successor to pay, all actual and reasonable costs and expenses associated therewith, including, without limitation, the cost and expense of the following: (A) removing, destroying and/or discarding signage reflecting the prior Facility Name or PACU Marks (as defined hereinafter); (B) preparing, producing, replacing, mounting and/or installing new or altered signage to reflect the name change; (C) removing, destroying and/or discarding merchandise, equipment or other collateral materials related to Facility branding, promotion and publicity displaying the prior Facility Name or PACU Marks; and (D) preparing, producing, replacing and/or distributing merchandise, equipment or other collateral materials related to the Facility's branding, promotion and publicity reflecting the name change.

(b) Sponsor Benefits and Opportunities. TUC, in conjunction with CSUN, will provide PACU with prominent recognition via the Sponsorship Benefits and Opportunities (herein so called) as described on the attached Exhibit A.

3. Consideration.

(a) Fees and Payment. During the Term, PACU will pay TUC the following amounts per Contract Year (collectively the "Annual Net Investment") as described below:

Contract Year	Contract Year by Date	Payment Due January 1st	Payment Due July 1st	Annual Net Investment
1	1/1/2022 – 12/31/2022	\$330,000	\$330,000	\$660,000
2	1/1/2023 – 12/31/2023	\$346,500	\$346,500	\$693,000
3	1/1/2024 – 12/31/2024	\$363,825	\$363,825	\$727,650
4	1/1/2025 – 12/31/2025	\$382,016	\$382,016	\$764,033
5	1/1/2026 – 12/31/2026	\$401,117	\$401,117	\$802,234
6	1/1/2027 – 12/31/2027	\$421,173	\$421,173	\$842,346
7	1/1/2028 – 12/31/2028	\$442,232	\$442,232	\$884,463

8	1/1/2029 – 12/31/2029	\$464,343	\$464,343	\$928,686
9	1/1/2030 – 12/31/2030	\$487,560	\$487,560	\$975,121
10	1/1/2031 – 12/31/2031	\$511,938	\$511,938	\$1,023,877
10.5	1/1/2032 – 6/30/2032	\$0	\$0	\$0
Total Net Investment for the Initial Term:				\$8,301,409

All undisputed late payments shall incur a late payment fee of one percent (1%) per month (12% APR) or the highest rate allowed by law, whichever is less, from the due date until paid. In the event PACU does not make a payment within sixty (60) days of the due date, then PACU shall also be responsible for all actual and reasonable costs and expenses of collection, including reasonable attorneys' fees, third-party collection fees and court costs. In the event of a good faith dispute, PACU may withhold all disputed sums then otherwise due to TUC and CSUN until the Parties resolve the dispute, and such withholding shall not be deemed to constitute a breach of this Agreement and shall not accrue a late payment fee.

(b) Signage Costs.

(i) Production and Installation. Matadors Sports Properties and TUC shall pay all costs and expenses associated with the design preparation, production, mounting and/or installation of all signage items related to renaming the Facility set forth on **Exhibit A** ("Signage"). Matador Sports Properties will fulfill signage listed in Exhibit A including but not limited to section 1i Athletics. TUC will fulfill exterior signage in Exhibit A section 1b Naming Rights to the CSUN Matadome (Exterior Signage). PACU and TUC will collaborate to approve all signage designs. TUC's Facilities Planning will have the final authority to approve all Signage designs, styles and installations.

(ii) Exterior Signage Cost Cap. TUC will cover reasonable costs associated with initial design, manufacture and installation (including fabrication, electrical, wiring, conductions, removal, etc.) of exterior signage for the Facility. If the mutually agreed upon design for exterior signage exceeds commercially reasonable amounts based on highly customized requests by PACU, PACU will be responsible for the extra costs.

(iii) Exterior Signage Operational Costs. TUC will be responsible for any costs associated with operation of the exterior signage (e.g. utilities for lighting the sign).

(iv) Maintenance and Replacement. Following the initial design preparation, production, mounting and installation of any Signage, TUC will be responsible for providing necessary power to any illuminated or electronic Signage and for paying the costs and expenses associated with, and the routine and preventative repair and maintenance of, all Signage. If PACU decides to change their logo or name at any time during the term of the agreement, they are responsible for all associated costs.

(v) Licenses and Permits. TUC will be responsible for obtaining, at its sole cost and expense, licenses and permits required in connection with the placement or installation of Signage. In the event that any local, county, regional, state or federal agency or body, having jurisdiction over any approvals required for any activity necessary for the implementation of the Signage, rejects or unreasonably delays the issuance of such approvals, permits or other permission, TUC will meet with PACU and both Parties will meet and discuss the situation in good faith to resolve it. If an agreement cannot be reached between the Parties, TUC or PACU may thereafter terminate this

Agreement without any liability hereunder by either Party and TUC shall provide a refund of any unused prepaid fees.

(c) Exclusive Sponsor. During the Term, the Parties understand and agree that PACU shall be the exclusive provider of credit union services on CSUN's campus (including but not limited to providing such services by way of branches, ATMs / ITMs on CSUN's campuses), and the Sponsorship Benefits and Opportunities as set forth on Exhibit A. TUC further agrees it will not grant another credit union, the same or substantially similar promotional recognition and other benefits as PACU (e.g., the Sponsorship Benefits and Opportunities as set forth on Exhibit A). TUC understands that this is a material inducement for PACU to enter into this Agreement. PACU will also be the exclusive affinity card provider for Students, faculty, Alumni and Athletics.

4. Certain Other Costs and Obligations.

(a) Printed Materials. As soon as reasonably practical following the Effective Date, or as reasonably practical after agreement on the Facility Name and its graphical representation, TUC will cause the Facility Name to be incorporated and used in printed business, marketing, promotional and press materials concerning the Facility as described in Exhibit A.

(b) Internet Visibility. TUC will cause the Facility to be identified by the Facility Name on CSUN internal- and external-facing Internet websites as described in Exhibit A.

(c) Event and Game Promotion. The Parties agree that each Party will during the Term identify the Facility by the Facility Name in written and oral references to the Facility and with respect to any game or event scheduled to take place at the Facility, including, without limitation, all official documents, press releases and other public announcements as described in Exhibit A.

(d) Third-Party Media and Broadcasters. The Parties agree that each Party will exercise commercially reasonable efforts during the Term to inform the media, broadcasters, and other third parties, including, without limitation, news outlets, web, radio and television broadcasters of the games and/or events, sports teams, service providers, advertisers, promoters, of the official Facility Name and request its use; provided, however, that any failure of such third parties to refer to the Facility by the Facility Name will not be considered a breach of this Agreement by either Party.

(e) Branding and Collateral Materials. Except as specifically provided herein, Matadors Sports Properties will be responsible for all costs and expenses associated with the initial design, production and/or purchase of branding and collateral materials to be used by TUC and CSUN in the ordinary course of its operations reflecting the implementation of the Facility Name and its graphical representation as of the Effective Date. PACU will be responsible for all costs and expenses associated with the subsequent removal, destruction, discarding, design, production, replacement and/or purchase of branding and collateral materials, whether related to a substitution, modification or change of PACU's name, and/or a change or modification of the Facility Name or PACU Marks.

5. Facility and Facility Name.

(a) Ownership of Facility Mark(s). The Parties acknowledge and agree CSUN is and remains the owner of the Facility and, subject to applicable law and/or the Department of Financial

Protection and Innovation's approval (if necessary), the combination of PACU's name and the Facility ("Facility Mark(s)"), as set forth on the attached **Exhibit B**, used in the Facility Name. Notwithstanding the foregoing, the Parties further acknowledge and agree TUC and CSUN have no claim of ownership in PACU's name and PACU Marks when used in any other way. TUC's use of PACU's name and PACU Marks in connection with the identification of the Facility and as a part of the Facility Name is pursuant to a license as more fully described in Section 6.

(b) Use of Facility Name during the Term. During the Term, and subject to the terms and conditions set forth herein, the Parties, including any sponsorship and licensing management company on behalf of TUC (currently Collegiate Licensing Company ("CLC") for the promotion of CSUN intercollegiate athletics), may use the Facility Name for business purposes consistent with PACU's status as the naming rights sponsor of the Facility and to otherwise enjoy the rights and fulfill the obligations set forth hereunder, provided that:

- (i) Each Party agrees to use the Facility Name only in the form agreed upon by the Parties;
- (ii) Each Party agrees to use the Facility Name only in connection with referring to the Facility and related products and merchandise and will not use the Facility Name in combination with any other trademark or service mark without the prior written consent of the other Party excluding Sponsor Marks;
- (iii) PACU will follow the processes set forth below with respect to CSUN Marks (as defined hereinafter) to govern its usage of the Facility Name;
- (iv) As between the Parties, TUC or its designee will be the exclusive source of products and merchandise, which use the Facility Name, except as otherwise provided in this Agreement; and
- (v) Neither Party will grant another party any license to the Facility Name without the advance written consent of the other Party, with CSU Board of Trustee approval, except that the Parties agree TUC may sublicense use of the Facility Name to (A) any league or conference of which CSUN is or may become a member during the Term, the National Collegiate Athletic Association ("NCAA"), and other entities involved in the broadcasts or other transmissions or photographic rendering of Facility events, (B) CLC, or any other or successor licensing company contracted to TUC to exploit rights controlled by TUC with respect to its branding and promotion with respect to intercollegiate athletics, (C) Facility vendors and concessionaires as well as promoters of Facility events, any of which may, in turn, subcontract the manufacture of products, related supplies, novelties, souvenirs, and other goods or items sold, used, consumed, or given away by TUC in connection with the use and operation of the Facility, and (D) Facility sponsors or promoters for promotion and advertising of goods and services other than those in the financial institution, financial services, banking and/or credit union category ("Category") (e.g., "Official Beverage Provider to/of [Facility Name]"); provided, however, that in each case such sublicense will not permit the licensee to take any action that TUC is not authorized to take hereunder. Notwithstanding the foregoing or anything to the contrary, TUC agrees to obtain PACU's prior written consent for any sublicenses issued under subsection (A)-(D) above, which said consent shall not be unreasonably withheld, delayed, or conditioned.

(c) Use of Facility Name after the Term. Upon the expiration or termination of this Agreement, the Parties will not make use of the Facility Name, except that both Parties, and their licensees, may use the Facility Name for historical uses (e.g., providing historical information and commentary and for literary, photographic, video, digital, or other documentary works that discuss and/or depict the Facility and its history) and the Parties acknowledge and agree TUC may use

and license its rights to use the Facility Name with respect to any broadcasts or other transmissions of Facility events that occurred during the Term and for any reproductions of the Facility or Facility likeness in such broadcasts or other transmissions or in film or video depicting the CSUN campus where such depiction, whether fictional or documentary, is intended to reflect TUC and its campus during the era during which the Facility Name existed. Following the termination of this Agreement, TUC/CSUN will not hold PACU liable for or take any action against PACU on account of the existence of materials relating to the PACU's status as naming rights sponsor, including, but not limited to, applications and marketing materials, that contain the Facility Name that may still exist after the termination of this Agreement, so long as such materials were not created or initially disseminated after the termination of this Agreement.

6. University Marks. As used in this Agreement, the term "University Marks" means the CSUN Athletics service marks, trademarks, and trade names and the CSUN service marks, trademarks, and trade names listed in the attached **Exhibit C**. TUC hereby grants PACU a non-exclusive, royalty-free, non-transferable, revocable, worldwide license to use and display the University Marks, Facility Marks, and Facility Name during the Term under the terms and conditions set forth herein. Nothing in this Agreement or PACU's use of University Marks confers upon PACU any right, title or interest in or to University Marks, or in any similar marks, beyond the rights granted to PACU herein. TUC retains all right, title, and interest in and to University Marks except as otherwise explicitly stated herein.

(a) Use of University Marks.

(i) PACU agrees to use University Marks in connection with reference to the Facility and PACU's sponsorship thereof. PACU will not use University Marks for any other purpose or in combination with any other trademark or service mark, where such use is not expressly described herein, without the prior written consent of TUC, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, TUC agrees that PACU may use the CSUN/University Marks when describing the groups and organizations it serves without first receiving TUC/CSUN's consent.

(ii) PACU agrees that the goodwill associated with and derived from use of University Marks will inure to the benefit of, and belong to, TUC.

(iii) To denote TUC's oversight of University Marks, PACU will include as necessary or as required by TUC appropriate trademark and/or copyright notices in marketing/communication materials, in media, such as websites, and/or on product.

(b) Effect of Termination of Agreement on use of CSUN Marks and Facility Mark(s). PACU agrees to cease use of the Facility Name, Facility Mark(s), and University Marks within thirty (30) days following this Agreement's termination or expiration and, during such period, to remove University Marks from all electronic media, to destroy promptly all materials held by PACU bearing University Marks, Facility Mark(s), and the Facility Name, and to cease any and all use of the Facility Name, Facility Mark(s) and University Marks. Nothing herein will require PACU to withdraw from circulation any materials previously distributed in compliance with this Agreement or from using the Facility Name, Facility Mark(s), and University Marks for historical uses consistent with the terms of this Agreement.

7. PACU Marks. Herein the term "PACU Marks" means the logos, service marks, trademarks, and trade names listed in the attached **Exhibit D**, as amended from time to time in writing by the Parties.

(a) Use of PACU Marks. Subject to the terms and conditions of this Agreement, PACU hereby grants to TUC the following licenses during the Term:

(i) A non-exclusive, royalty-free, non-transferable, non-sublicensable (except as provided in Section 7(a)(ii)), revocable, worldwide license, to use and display PACU Marks only in order to effectuate the rights or perform the activities set forth herein, including, but not limited to, for business purposes consistent with PACU's status as the naming rights sponsor of the Facility and to otherwise fulfill its obligations hereunder;

(ii) The right to sublicense its right to use and display PACU Marks in perpetuity to (A) any league or conference of which CSUN is or may become a member during the Term, the NCAA, or any other subsequent athletic membership organization, and other entities involved in the broadcasts or other transmission or photographic rendering of Facility events (as such use is further permitted post-Term in accordance with the terms of this Agreement) and/or (B) CLC, or any successor or other licensing company contracted to TUC to exploit rights controlled by TUC with respect to its branding and marketing for intercollegiate athletics and/or the Facility; provided, however, that in each case such sublicense will not permit the sublicensee to take any action that TUC is not authorized to take hereunder; and

(iii) A non-exclusive, royalty-free, worldwide, perpetual license to use PACU Marks for historical uses (e.g., providing historical information and commentary and for literary, photographic, video, digital, or other documentary works that discuss and/or depict the Facility and its history) and with respect to any broadcasts or other transmissions of Facility events and for any reproductions of the Facility or the Facility's likeness in such broadcasts or other transmissions.

(b) PACU Retains PACU Marks. Nothing in this Agreement or in TUC or CSUN use of the PACU Marks will give any right to TUC or CSUN in PACU Marks, or in any similar marks, or any other PACU-specific intellectual property by implication, estoppel or otherwise, beyond the rights expressly granted herein. PACU retains all right, title, and interest in PACU Marks except as otherwise granted herein.

(c) PACU Marks Use Guidelines. TUC and CSUN agree to comply, and will ensure any sublicensees comply, with PACU usage guidelines and instructions regarding use of PACU Marks set forth in Exhibit E. Should PACU reasonably revise such usage guidelines during the Term, PACU will provide TUC written notification thereof and TUC and CSUN will comply and ensure its affiliates and sublicensees comply with those revised guidelines as promptly as reasonably possible; provided, however, that TUC will not be required to cancel or pull back from market any existing marketing and promotional materials, products or merchandise, including products or merchandise already in production, unless PACU specifically (i) requests in writing that TUC pull back such existing marketing and promotional materials, products or merchandise already in production and (ii) agrees to reimburse TUC for the actual and reasonable costs therefor. Additionally, TUC acknowledges that any recorded footage of events at the Facility that incorporate PACU Marks cannot be revised by TUC, even if such footage includes a use of PACU Marks that is not in compliance with PACU's revised guidelines. If PACU notifies TUC that TUC has failed to comply with the usage guidelines for any PACU Marks, then TUC will promptly correct, at its sole cost and expense, all such reasonably undisputed non-compliance. PACU may modify PACU Marks from time to time, and, upon notice from PACU to TUC of any such modification, TUC (and its affiliates/sublicensees) will (i) use modified PACU Marks in any marketing or promotional materials, products or merchandise thereafter developed by or on behalf of TUC and (ii) promptly cease use of any PACU Marks previously provided to TUC to the extent

not already in production or used as aforesaid unless PACU specifically (x) requests in writing that TUC pull back and replace existing marketing and promotional materials, products or merchandise already in production and (y) agrees to reimburse TUC for the actual and reasonable costs therefor. TUC will use commercially reasonable efforts to ensure that each of its uses and that of its affiliates/sublicensees uses of PACU Marks will not reflect adversely upon PACU's good name or goodwill and reputation. Upon PACU's request with respect to any non-preapproved use by TUC of PACU Marks, TUC agrees to modify, at its sole cost and expense, any changes made to PACU Marks or samples or uses thereof, which were not pre-approved.

(d) Third-Party Claim Concerning PACU Marks. TUC will promptly notify PACU in writing if any third party asserts a claim against TUC or its licensees that TUC use (or that of its licensees) of PACU Marks infringes or otherwise violates the trademarks or other proprietary rights of such third party.

(e) Termination of use of PACU Marks. Upon this Agreement's expiration or termination, TUC agrees to: (i) within a commercially reasonable amount of time following such expiration or termination, remove PACU Marks from all electronic media, destroy all materials bearing PACU Marks and cease any and all uses of PACU Marks; and (ii) cancel any orders regarding the manufacturing of any merchandise bearing the Facility Name that may be cancelled without cost and without breaching the applicable contracts. Notwithstanding the foregoing and any provision herein to the contrary, TUC may continue to distribute and offer for sale any merchandise bearing the Facility Name and PACU Marks for a period of six (6) months after this Agreement's expiration or termination, so long as the order for any such merchandise was placed prior to this Agreement's expiration or termination.

8. Confidentiality and Communications.

(a) PACU and TUC acknowledge that, throughout the course of each of their respective performances hereunder, each Party may have access to information which is not publicly known and which relates to the other Party's business, and may constitute a "trade secret" as defined by California law along with any other information that is exempted from public disclosure by any applicable law (the "Confidential Information"). Confidential Information includes, but is not limited to, information relating to a Party's business plans, operations, marketing, strategies, and other information which due to its nature should reasonably be understood to be confidential. Confidential Information shall not include any information that can be demonstrated was (i) or has/will become available to the public through no fault of TUC or PACU, (ii) in PACU's or TUC's possession, free of any legal obligation of confidence, at the time it was communicated to TUC or PACU or (iii) rightfully communicated to or obtained by TUC or PACU, free of any legal obligation of confidence, subsequent to the time it was communicated by (A) the disclosing Party under this Agreement or (B) TUC or PACU to a third party, free of any obligation of confidence. PACU and TUC each agree to keep the other Party's Confidential Information in strict confidence in accordance with industry standard practices and all applicable laws, and will not use or disclose, directly or indirectly, both during and after the Term, any such Confidential Information, except as may be necessary in the regular course of performance hereunder or as permitted hereunder. Each Party shall protect Confidential Information with the same degree of care it uses to protect its own confidential information, but with no less than commercially reasonable care. PACU and TUC also acknowledge that TUC is a legally recognized auxiliary organization of CSUN pursuant to 5 C.C.R. § 42400 et seq. and, as such, is subject to the Richard McKee Transparency Act of 2011, Cal. Education Code § 89913 et seq., which defines TUC's public disclosure obligation under California law. Notwithstanding the foregoing, either Party shall have the right to disclose the other Party's Confidential Information if and to the extent required by law, legal process or the

standards of any accrediting organization with jurisdiction over such Party, or as necessary to pursue or defend any litigation or alternative dispute resolution procedure arising under, or with respect to, this Agreement, so long as such Party notifies the other Party of its legal disclosure obligation. Such other Party may choose to seek a protective order or other legal redress to the extent available or applicable, provided that if disclosure is still required after efforts to obtain a protective order, a Party will disclose only that portion of the discloser's Confidential Information which it is legally compelled to disclose. A Party shall promptly notify the other Party of any misuse, misappropriation, or unauthorized disclosure or access of Confidential Information that comes to a Party's attention.

(b) Each Party specifically acknowledges (i) the other Party's Confidential Information derives independent economic value from not being readily known to or ascertainable via proper means by others who can obtain economic value from the disclosure or use of Confidential Information, (ii) that reasonable efforts have been put forth by the owning Party to maintain the secrecy of Confidential Information and (iii) that Confidential Information is and will remain the sole property of the owning Party.

(c) The Parties agree that an impending or actual breach of this Section 8 may cause the non-breaching Party irreparable injury for which it would have no adequate remedy at law, and that the non-breaching Party will be entitled to seek immediate injunctive relief prohibiting or enjoining such violation, in addition to any other rights and remedies available to the non-breaching Party.

(d) Upon termination or expiration of this Agreement, the receiving Party, at the disclosing Party's option, shall either return to the disclosing Party or destroy, delete, and erase all of the disclosing Party's Confidential Information in its possession and will destroy all documents, memoranda, notes and other writings whatsoever prepared by the receiving Party based in whole or in part on the disclosing Party's Confidential Information. Any such destruction shall be conducted in accordance with applicable Laws. Upon request, the receiving Party will certify to the disclosing Party that all of the disclosing Party's Confidential Information has been either returned or destroyed in accordance with this section.

(e) Each Party agrees that it will not directly or indirectly make or encourage the making of any defamatory or disparaging statements about the other, or any statements that could reasonably be expected to impact negatively on the name, business or reputation of either Party. The Parties agree to consult and cooperate with each other with respect to the timing, content, and form of any media statements, press releases or other public disclosures made by either Party related to such Party's entry into this Agreement and performance hereunder.

9. Representations and Warranties.

(a) Mutual Warranties. Each Party (the "Representing Party") hereby warrants and represents to the other Party as of the Effective Date that: (a) the Representing Party's execution, performance, or delivery of this Agreement, the representations and warranties contained herein, and any agreement or action of the Representing Party contemplated by this Agreement, will not constitute a material violation or breach, or be inconsistent (subject to the California Department of Financial Protection and Innovation approval, or the National Credit Union Administration, if necessary) with any law, rule or regulation of any governmental entity as presently interpreted by appropriate judicial or regulatory authority to which the Representing Party is subject or presently bound, or order of any court to which the Representing Party is subject or presently bound, or the material provisions of any contract, agreement, obligation, representation, or warranty to which the Representing Party is presently bound or under which it is presently obligated; (b) this Agreement

is binding and enforceable against such Representing Party in accordance with its terms, except as limited by applicable bankruptcy, insolvency, or other laws of general application relating to or affecting the enforcement of creditors' rights generally; (c) to the best of the Representing Party's knowledge, information, and belief, the logos, service marks, trademarks, and trade names of the Representing Party, and the use thereof by the other Party and its agents and licensees in accordance with this Agreement, do not and will not infringe on any copyright, trademark, patent or other intellectual-property or proprietary right of any third party; (d) each individual who executes this Agreement on behalf of the respective Representing Party has the required authority to do so, and this Agreement is a valid and binding obligation of such Representing Party; and (e) the Representing Party will comply with all laws, now in effect or in the future, applicable to its contemplated activities or obligations hereunder.

(b) Additional Warranties. Without limiting the generality of the foregoing warranties, TUC warrants and represents that (i) it has the right and authority to contract for the sponsorship and naming rights provided hereunder including, but not limited to, any permissions, consents, or approvals necessary from the CSUN, Matadors Sports Properties, Big West Conference (BWC) and NCAA, and (ii) all of the Sponsor Benefits and Opportunities set forth in Exhibit A and other benefits granted to PACU under this Agreement are within the scope of TUC's (as applicable) powers such that it has the ability to grant such rights as described hereunder.

10. Indemnity and Liability.

(a) Each Party ("Indemnifying Party") will defend, indemnify and hold harmless the other Party, including each of its trustees, directors, officers, employees and agents, from and against any and all third party claims, demands, actions, suits, proceedings (whether civil, criminal or investigative), liabilities, losses, expenses, damages, judgments, amounts paid in settlement, costs, reasonable attorneys' fees and witness fees (each, a "Claim") arising out of the Indemnifying Party's performance of this Agreement or any activity or event conducted on TUC or CSUN property in furtherance of this Agreement, but only in proportion to, and to the extent any such Claim is caused by or results from, the acts or omissions of the Indemnifying Party or its officers, directors, employees, agents, representatives or contractors, or arising out of the Indemnifying Party's material breach of this Agreement. In addition to the foregoing, each Party shall indemnify, defend, and hold harmless the other Party from any and all Claims arising from or related to an allegation that any of the Indemnifying Party's logos, service marks, trademarks, and trade names furnished for use in conjunction with this Agreement, or the use of any of these in furtherance of the Agreement, infringes and/or violates (based upon statute and/or common law) any patent, trademark, service mark, copyright, and/or any other intellectual property right, and shall pay costs and damages incurred in the defense of or awarded or expended in any such suit or Claim.

(b) In addition to the above, TUC agrees to indemnify, defend, and hold harmless PACU from and against any and all Claims arising out of (i) any sporting event or activity held at CSUN's premises or facilities including but not limited to any injury or death to persons, property damage, the manner events are held, what happens during an event, or any other occurrence arising from CSUN's activities or facilities provided, however, that such obligations to indemnify, defend, and hold harmless shall not extend to Claims arising solely out of PACU's gross negligence, willful misconduct, or material breach of this Agreement; (ii) a breach of this Agreement by TUC/CSUN; (iii) a violation of applicable law by TUC/CSUN; or (iv) the negligent or intentional action or inaction by TUC/CSUN or their respective personnel or agents or sublicensees.

(c) The other Party will promptly notify the Indemnifying Party in writing if any Claim is asserted or brought forth for which the other Party is seeking indemnity hereunder; provided, however, that the other Party's failure to so notify the Indemnifying Party will not relieve the Indemnifying Party from any liability it might otherwise have hereunder, except to the extent that the Indemnifying Party has been materially prejudiced by the other Party's failure or delay to notify the Indemnifying Party.

(d) The Indemnifying Party will undertake full responsibility for the defense of any Claim brought by a third party for which indemnity is sought, which, if true, would entitle the other Party to indemnification hereunder. The Indemnifying Party may settle any such Claim on such terms as it may choose, provided that the Indemnifying Party first obtains the other Party's written consent, which consent may not be unreasonably withheld, conditioned, or delayed. Such defense will be conducted by attorneys retained by the Indemnifying Party and reasonably acceptable to the other Party at the Indemnifying Party's sole cost and expense, but the other Party will have the right to participate in such proceedings and to be separately represented by attorneys of its own choosing. The other Party will be solely responsible for the costs of its separate representation.

11. Insurance. PACU, at its sole cost and expense, shall always maintain in force during the term of this Agreement the following insurance:

- (a) Worker's Compensation: Statutory limits in accordance with the appropriate State of California jurisdiction, including Employer's liability (with minimum \$1,000,000 per accident for bodily injury or disease).
- (b) Commercial General Liability Including Products and Completed Operations Liability: No less than \$2,000,000 combined single limit for bodily injury and property damage, per occurrence and \$5,000,000 in aggregate.
- (c) Auto Liability: Coverage for owned, non-owned, and hired vehicles, \$1,000,000 per accident for bodily injury and property damage, for vehicles used on the CSUN campus or otherwise in fulfillment of PACU's obligations under this Agreement.
- (d) Except for Workers' Compensation, all insurance required herein shall include The University Corporation, California State University Northridge, the Trustees, and the State of California as additional insureds. PACU shall provide a Certificate of Insurance to TUC evidencing the insurance coverage required upon execution of this Agreement, prior to the expiration date of any policy (showing renewal), and whenever requested by TUC. These coverages and limits are to be considered minimum requirements under this Agreement and shall in no way limit the liability or obligations of PACU under this Agreement.
- (e) For any claims related to this Agreement, where TUC is included as an additional insured, PACU's insurance coverage shall be primary insurance coverage. Any insurance or self-insurance maintained by TUC or any of the Indemnified Parties shall be excess of PACU's insurance and shall not contributory to it.
- (f) The required insurance must be in effect prior to commencement of the Agreement and it or a successor policy must be in effect for the duration of the Agreement. Maintenance of proper insurance coverage is a material element of the Agreement. Failure to maintain or renew coverage or to provide evidence of renewal may be

treated by TUC as a material breach of Agreement and subject the Agreement to notice of breach.

- (g) PACU or its insurer agrees to provide TUC with thirty (30) days prior written notice of cancellation of any of the above insurance. TUC shall have the right to issue notice of breach of this Agreement on account of any such termination.
- (h) If any of the required insurance is on a "claims made" basis and is cancelled during the term of this Agreement, PACU agrees to purchase full coverage or prior acts coverage so that such insurance is in effect from the date the Agreement is executed to three (3) years after its termination.

11.1 TUC agrees to maintain commercially reasonable insurance covering liability and property at all sporting events held at the Facility and at all other CSUN facilities, campuses, locations at which PACU provides or participates in sponsorship activities. Such insurance shall afford coverage reasonable for the operations of such events and facilities. This coverage does not limit TUC's liability hereunder.

12. Termination.

(a) Termination by Either Party. Either Party may terminate this Agreement immediately upon written notice to the other Party in the event of a Default (as defined hereinafter) by the other Party. For purposes of this Agreement, "Default" means: (i) the breach of any material term of this Agreement, which breach remains uncured to the reasonable satisfaction of the other Party within thirty (30) calendar days after the defaulting Party receives from the other Party written notice with respect thereto; (ii) if a Party notifies any governmental body of insolvency or pending insolvency, or suspension or pending suspension of operations, or files a voluntary petition in bankruptcy, or is the subject of an involuntary petition in bankruptcy, or is adjudicated as bankrupt or insolvent, or dissolves, winds up or otherwise ceases to actively conduct its business; or (iii) if performance by a Party of its obligations hereunder is not reasonably possible as a result of any court order in any proceeding, or similar action or directive by a regulator overseeing one of the Parties to this Agreement.

(b) TUC Right to Terminate. Without limiting the rights set forth herein, TUC may terminate this Agreement on thirty (30) calendar days' written notice to PACU if, during the Term, (i) PACU materially changes the nature, purpose or scope of its activities from the nature, purpose or scope of PACU's activities as of the Effective Date and in a manner that, in the commercially reasonable judgment of TUC, reflects adversely on the reputation, image or integrity of TUC or CSUN by virtue of PACU's continued association with TUC or the Facility as contemplated by this Agreement or is not consistent with the mission of TUC or CSUN as of the Effective Date.

(c) Mutual Party Right to Terminate/Good Citizenship/Termination Clause. The proposed naming recognition acknowledges PACU's generous sponsorship and good citizenship. The public affiliation of the Parties (including without limitation CSUN) with each other through this Agreement enhances the reputation of the Parties. Either Party may terminate this Agreement without penalty or further obligation, cost/payment, as the case may be, with thirty (30) calendar days written notice to the other Party if, in the good faith and commercially reasonable determination of the terminating Party, the other Party (or its trustees, directors, officers,

employees, agents, faculty, and student athletes, as applicable), engages in illegal or illicit activity or discriminates and/or harasses any individual or group of individuals and/or commits any other such act that brings the other Party into public disrepute, contempt, scandal, ridicule, and that reflects unfavorably on the terminating Party. In the event PACU is the terminating Party, PACU will be entitled to receive a pro-rata refund of the current Annual Net Investment.

(d) Effect of Expiration or Termination. Upon this Agreement's expiration or termination, the Parties will:

(i) Within a commercially reasonable time, (A) cease using the Facility Name and Facility Mark(s) in referring to the Facility in print and other tangible materials and (B) take reasonable steps to revise documents and other media to eliminate the use of the Facility Name and Facility Mark(s).

(ii) Within thirty (30) business days thereof, cease any representation or reference that PACU is the naming rights sponsor of the Facility or a sponsor of TUC or CSUN more generally (subject to the terms of any other sponsorship agreement between the Parties).

(iii) Within thirty (30) days thereof, remove all Signage displaying the Facility Name and/or Facility Mark(s) at TUC's sole cost. Notwithstanding the preceding, if TUC or PACU terminates this Agreement pursuant to Section 12(a) or (b) only, then the breaching Party will pay the following to the non-breaching Party within thirty (30) calendar days from the effective date of such termination: (A) in case TUC is the non-breaching party, the reasonable and necessary costs of restoring the Facility to its original condition prior to the installation of the Signage displaying the Facility Name and/or Facility Mark(s) (normal wear and tear excepted); and (B) a lump-sum payment by PACU to TUC, as liquidated damages and not as a penalty, equal to thirty-three percent (33%) of the remaining Annual Net Investment payments that would have been paid through December 31, 2031, subject to a Seven Hundred Fifty Thousand Dollar (\$750,000.00) cap. Notwithstanding the foregoing, should a termination event occur under 12(a)(iii) above that is not the result of any action or conduct of PACU, PACU shall not be obligated to pay damages under this paragraph and the Parties shall equally share the cost of signage removal and related costs.

(iv) The following sections will survive the expiration or earlier termination of this Agreement: Sections 5, 6, 7, 8, 9, 10, 11, 12, and 13 as well as those which by their nature survive termination.

13. General Provisions.

(a) Compliance with Law. Each Party shall comply with all applicable federal, state and local laws, rules, and regulations in effect or hereafter established in such Party's respective performance of and obligations under this Agreement.

(b) Compliance with TUC, CSUN, Big West Conference (BWC) and NCAA Rules and Regulations. In connection the activities hereunder, each Party will comply with the policies, rules and regulations of TUC and CSUN, the BWC (or any other athletics conference to which CSUN belongs), as TUC may provide PACU from time to time, as well as the NCAA's constitution, bylaws and rules (publicly available at www.ncaa.org). This obligation includes, but is not limited to, the obligation to comply with NCAA bylaws and rules restricting use of a student-athlete's name or likeness. All Rules and Regulations regarding TUC, CSUN, NCAA, or BWC operations shall be provided to PACU by TUC/CSUN. PACU shall not be responsible for compliance with any Rules and Regulations until a reasonable time after notice of such Rules and Regulations,

and such Rules and Regulations shall not materially alter the rights and obligations of PACU under this Agreement.

(c) Notices. Except as otherwise provided in this Agreement, any notice or other communication required or permitted hereunder will be in writing (with email being acceptable) and will be deemed to have been duly given on the date of service if served personally or three (3) days after mailing if mailed by first class mail, certified or registered, with return receipt requested, postage prepaid, to the following addresses:

If to TUC:
Attn: Rick Evans, Executive Director
18111 Nordhoff Street
Northridge, CA 91330

With a copy to: Heather Cairns, Director of Administrative Services

If to PACU:

Premier America Credit Union
Attn: Rudy Pereira, President & CEO

19867 Prairie Street
Chatsworth, CA 91311

With a copy to: Marci Francisco, Chief Experience Officer

Each Party may change its designated address by written notice to the other Party given in accordance with this Section 13(c). Without limiting the notice provisions contained above, each Party will designate a representative of such Party who shall be the primary point of contact for the day-to-day relationship of the Parties hereunder. Each Party will promptly notify the other Party in writing of any change to its primary contact person.

(d) Assignment. This Agreement will be binding upon and inure to the benefit of the respective successors and assigns of the Parties; provided, however, that neither Party will transfer or assign its rights or obligations hereunder, by operation of law or otherwise without the other Party's advance written consent. This Section 13(d) will not prohibit a sale or transfer of PACU's business or assets or acquisition of all or any portion of its equity or any change of control of PACU, provided that TUC shall be entitled to the rights set forth in this Agreement arising therefrom. Notwithstanding anything to the contrary, if TUC does not consent to this Agreement's transfer or assignment by PACU, then PACU shall have the right to terminate this Agreement effective upon thirty (30) days' written notice and payment to TUC of thirty-three percent (33%) of the Annual Net Investment remaining to be paid during the Term pursuant to Section 3(a), subject to a Two Hundred Fifty Thousand Dollars (\$250,000.00) cap. The preceding formula represents the Parties' reasonable attempt to identify liquidated damages and is not intended to be a penalty. Any attempted assignment of a Party's rights or obligations hereunder in violation of this Agreement will be null and void.

(e) Force Majeure. Neither Party will be liable to the other Party for failure to perform its respective obligations hereunder when such failure is caused by fire, explosion, water, act of God or accident, civil disorder or disturbance, strikes or other disturbances, vandalism, war, riot, sabotage, or like causes ("Force Majeure Event"), nor will either Party be liable to the other Party in any way for the value of real or personal property destroyed due to such Force Majeure Event or for failure to perform its obligations hereunder occasioned by such causes; provided, however, that in the event that the Facility is inoperable for a period of more than ten (10) consecutive days but less than one hundred eighty (180) consecutive days as a result of any such cause, the Term will be extended by the period of time that the Facility is rendered inoperable. The Annual Net Investment schedule shall be adjusted accordingly during the period of closure, but the cumulative Annual Net Investment will continue to be owed consistent with the extended schedule. Notwithstanding the foregoing, in the event that the Facility is inoperable for a period of one hundred eighty (180) or more consecutive days, either resulting from a Force Majeure Event or as a result of a Special Termination Event, either Party may terminate this Agreement upon written notice to the other Party. In such event, the Annual Net Investment for the Contract Year in which the termination occurs shall be prorated to reflect the number of days this Agreement remained in effect during such Contract Year, and PACU shall pay TUC, or TUC shall refund to PACU, such amounts as may be necessary to give effect to the proration.

(e.1) Impact of COVID-19. The Parties acknowledge the full impact of COVID-19 is not currently known or reasonably foreseeable. In the event circumstances related to COVID-19, or to any reoccurrence of the COVID-19 outbreak, reasonably prevent a Party from performing its obligations hereunder, the Party whose performance is affected may invoke the Force Majeure clause of this Agreement and be excused from liability for its failure or delay in performing its obligations, even if the circumstances related to COVID-19 were foreseeable at the time of the Parties' execution of this Agreement. In such event, the Parties, as required by Section 13(e) above, will jointly discuss and implement any mutually agreeable ways to minimize the consequences of such Force Majeure occurrence on each other regarding the performance of this Agreement.

(e.2) Make Good. Should COVID-19 or a Force Majeure Event or other circumstance render any of the Sponsor Benefits and Opportunities under Exhibit A as moot or unavailable or impracticable, TUC/CSUN shall provide PACU with a substitute benefit or other item of equal value and comparable visual impact having promotional value not materially less than that of the benefit being replaced. TUC/CSUN and PACU will negotiate in good faith promptly to determine the acceptable terms of such substitute benefit subject to a written agreement by the Parties. If the Parties are unable to agree to mutually agreeable substitute benefits, then PACU shall have the right to receive from TUC (a) a pro rata reduction in Annual Net Investment applicable to the unavailable sponsor benefit for the period of time for which the benefit is not available, and (b) to the extent applicable, a refund of any prepaid fees for the unavailable sponsor benefit for which PACU did not receive the benefit due to the foregoing. If the Parties are unable to agree on such substitute benefits(s) or fee reduction, they shall submit the matter for resolution to determine the appropriate substitute benefit or amount of the fee reduction.

(f) Severability. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement will be prohibited, void, invalid, or unenforceable under applicable law, then such provision will be ineffective to the extent of such prohibition, voidability, invalidity or unenforceability without invalidating the remaining provisions of this Agreement, which will be given full effect without regard to the invalid provisions.

(g) Governing Law. This Agreement is controlled by the laws of the State of California without giving effect to its conflicts of laws principles. Any disputes arising under, resulting from or in connection with this Agreement will be heard in the Superior Court in California, or if a federal claim, then in the appropriate Federal District Court in California.

(h) Entire Agreement. This Agreement constitutes the only agreement by and between the Parties hereto and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter hereof, and all attached schedules and exhibits are a material part of this Agreement and are fully incorporated by this reference.

(i) No Third-Party Beneficiaries. This Agreement is not intended to confer upon any person other than the Parties hereto any rights or remedies hereunder, nor shall any person not a Party be entitled to enforce any of the rights or obligations of a Party hereunder.

(j) Relationship of the Parties. Nothing in this Agreement will be interpreted as creating an agent-principal, joint venture, partnership, limited liability company, employment or any legal relationship between the Parties, other than independent entities entering into a contract with each other.

(k) Modification. This Agreement may not be modified unless the modification is contained in a writing signed by the Parties. No delay in exercising or failure to exercise any right will constitute a waiver of that right, but time is of the essence with respect to the covenants contained herein.

(l) Ambiguities. In the event of any ambiguities in this Agreement, such ambiguities will be reasonably construed in accordance with all relevant circumstances, including, without limitation, prevailing practices in the place where this Agreement is to be performed and will not be construed against either Party, irrespective of which Party may be deemed to have authored the ambiguous provision. Any reference to “days” in this Agreement means calendar days unless otherwise expressly specified.

(n) Consent. Notwithstanding anything contained herein to the contrary, wherever consent or approval of a Party is required, it shall not be unreasonably delayed, conditioned, or withheld.

(o) Goodwill. Each Party hereby recognizes and acknowledges the value of the goodwill associated with the other Party’s Marks (e.g., Sponsor Marks or University Marks, as applicable) and related intellectual property and acknowledges that the goodwill attached thereto belongs undisputedly to the respective Party. Each Party agrees it will not represent in any way that it has any right or title to ownership to the other Party’s Marks or related intellectual property. Neither Party shall use the other Party’s respective Marks in any manner that tarnishes, degrades, disparages or reflects adversely on a Party or its business or reputation or that would be detrimental to the Party or their associated goodwill. Each Party agrees to comply with applicable laws in the use of the other’s Marks.

(p) Approvals. The Parties agree that any sponsor benefits and opportunities containing signage, communications, promotions and advertising (e.g., mixed media, print materials, digital and social media), marketing, video or audio messages, and public address announcements containing or referencing PACU’s name or Marks requires PACU’s prior written consent, not to be unreasonably withheld, delayed, or conditioned.

(q) Interpretation. The Parties agree that in interpreting this Agreement, any references to “TUC” or “CSUN” shall either be read to mean TUC or CSUN individually, or TUC and CSUN

collectively, given the context so as to fulfill the obligations and responsibilities under this Agreement.

(r) Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

(s) Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

(t) Further Assurances. Upon a Party's reasonable request, the other Party shall execute and deliver all such documents and instruments, and take all such further actions, necessary to give full effect to this Agreement.

(u) Entire Agreement. This Agreement contains the entire understanding between the Parties with respect to its subject matter, and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written, except as herein contained.

IN WITNESS WHEREOF, the Parties have executed this Naming Rights and Sponsorship Agreement to be effective as of the date of the latest Party signature.

The University Corporation

Premier America Credit Union

Rick Evans

Rudy Pereira

Rick Evans, Executive Director

Rudy Pereira, Chief Executive Officer

Date: 26-Jan-2022

Date: 28-Jan-2022

Exhibit A

Sponsor Benefits and Opportunities

- 1) University Benefits. For the duration of the Term, TUC (the Provider) will provide directly to PACU (the Sponsor) those University rights and benefits set forth below.

a) Official Designation

- i) Sponsor will have the right to utilize the following designations:
 - (1) Official Credit Union Partner of California State University, Northridge
 - (2) Official Credit Union Partner of CSUN
 - (3) Official Credit Union of California State University, Northridge
 - (4) Official Credit Union of CSUN
 - (5) Exclusive Credit Union Partner of CSUN Athletics
 - (6) Exclusive Credit Union of CSUN Athletics
 - (7) Exclusive Credit Union Partner of CSUN Alumni
 - (8) Exclusive Credit Union of CSUN Alumni
 - (9) Official Affinity Card Provider of CSUN
 - (10) Official Affinity Debit Card Provider of CSUN
 - (11) Official Affinity Credit Card Provider of CSUN
 - (12) Official Card Provider of CSUN
 - (13) Official Debit Card Provider of CSUN
 - (14) Official Credit Card Provider of CSUN
- ii) Partner will have the right to utilize trademarked logos which will be defined in the contract.
- iii) During the term of this Agreement, Sponsor and Provider shall not grant any partnership rights to any other credit union or other such competing credit union or financial institution without express written consent from Sponsor, which applies throughout the University, Athletics and Alumni activities.
- iv) The designations above include similar variations. TUC grants to Sponsor the right to the designation above and all agreed upon variations. TUC will not grant an official designation to (or permit an official designation to be used by) another financial institution, bank, credit union provider to market financial products or services or otherwise obtain the Sponsor Benefits and Opportunities under Exhibit A. Sponsor may use the designations in its marketing, advertising and promotions.

b) Naming Rights to the CSUN Matadome (Exterior Signage)

- i) Mutually agreeable nomenclature
 - (1) Example: "Premier America Credit Union Matadome"
 - (2) Pending approval from CSUN Facilities, PACU will have the opportunity to paint / include the mutually agreed upon nomenclature on the white wall above the current Redwood Hall sign (F5 Parking lot entrance)
 - (3) Mutually agreed upon Channel Cut letter design prominently displayed on both building entrances

c) Soraya Center for The Performing Arts

- i) Presenting sponsorship of 2 Soraya events annually. Events mutually agreed upon. Includes:
 - (1) Equity positioning for each event (e.g. Symphony Concert presented by Premier

- America Credit Union)
- (2) Sponsor recognition and/or logo inclusion in all advertising and promotional materials prominently placed related to the event
 - (a) Mixed media advertising
 - (b) Print materials
 - (c) Digital and social media
- (3) Hospitality and tickets for 10 Sponsor guests at the events
 - (a) Valet parking for Sponsor guests during Presenting Sponsorship events
- (4) Artist Meet-and-Greet for Sponsor guests following performance (subject to artist approval)
- (5) Opportunity for Sponsor to “table” or host engagement opportunity prior to the events
- (6) Opportunity for Sponsor to distribute promotional items to attending guests
- ii) Sponsor integration into related Soraya external advertising (print and radio)
- iii) Sponsor integration into Soraya onsite tabling opportunities, including:
 - (1) Gobo logo light
 - (2) Video display network
- iv) Sponsor message included in Soraya direct mail list 2x annually (40,000+ addresses)
- v) Access to the Soraya’s email marketing database for a dedicated Sponsor message 2x annually (70,000+ addresses)
- vi) Full page ad in Soraya playbill (digital)
- vii) The right to utilize up to two (2) facility rental opportunities annually
 - (1) Facility rentals will need to work within the established Soraya performance schedule.
 - (2) PACU will be responsible for all ancillary costs associated with renting the facility. These costs can include (but are not necessarily limited to):
 - (a) Facility rental fee
 - (b) Event Labor
 - (c) Security
 - (d) Concessions
 - (e) Parking staff

d) CSUN Alumni

- i) PACU will be the exclusive provider of affinity card products and services to CSUN Alumni.
 - (1) Co-branded alumni credit card
- ii) Presenting sponsorship of CSUN Volunteer Service Awards (VSA). Established in 2002, the VSA recognizes CSUN alumni, faculty and friends who demonstrate extraordinary commitment, dedication and service for the advancement of the institution. Includes:
 - (1) Equity positioning for the event (e.g. Volunteer Services Awards presented by Premier America Credit Union)
 - (2) Sponsor recognition and/or logo inclusion in all advertising and promotional materials related to the events
 - (a) Print materials (if created)
 - (b) Digital and social media
 - (3) Hospitality and tickets for 8 Sponsor guests
 - (4) Opportunity for Sponsor to “table” or host engagement opportunity prior to the event
 - (5) Opportunity for Sponsor to distribute promotional items to attending guests
- iii) Access to email marketing for a Sponsor’s message 2x annually (130,000+

addresses). CSUN Alumni to provide email marketing database metrics after each message to PACU (e.g. emails sent, open rate, CTR, etc.)

- iv) Full page ad prominently placed in CSUN Alumni Magazine 2x annually (circulation estimated at 90,000)

e) CSUN Students

- i) PACU will be the exclusive provider of affinity debit card products to CSUN students
 - (1) This permits PACU to develop and market a debit card product that features CSUN Matador Athletics logos.
 - (a) CSUN is not able to provide University logos for this purpose.
 - (2) No other financial institution, bank or credit union will be permitted to develop or market a CSUN affinity debit card product to CSUN students.
 - (3) PACU may not provide incentives, giveaways, or inducements designed to encourage students to sign up for affinity debit card products unless pre-approved by CSUN provided that the foregoing shall not apply if any such incentives, giveaways, or inducements are provided to the general public and not targeted only to students.
 - (4) PACU will develop a mutually agreed upon annual student marketing plan which will require approval by CSUN.
- ii) As part of the PACU branch on campus, CSUN and PACU will collectively determine if credit cards may be among the offerings with required restrictions, such as ensuring that no incentives or gifts are provided to encourage sign-ups. If credit cards are determined to be permissible, PACU shall be the exclusive provider affinity credit card products to CSUN students and no other financial institution, bank or credit union will be permitted to develop or market a CSUN affinity credit card product to CSUN students.

f) Student Affairs: Grad Fest

- i) Participating Sponsor in Grad Fest
- ii) Sponsor recognition and/or logo inclusion in all advertising and promotional materials related to the event
 - (1) Print materials (if created)
 - (2) Digital and social media
- iii) Opportunity for Sponsor to “table” or host engagement opportunity during the event
- iv) Opportunity for Sponsor to distribute promotional items to attending guests

g) Campus Activity Fund (CAF)

The Campus Activity Fund (CAF) is a portion of the Annual Net Investment set aside for the benefit of PACU. The goal of the CAF is to provide PACU with flexibility to engage campus communities through a variety of events/activities/opportunities. Each year, PACU and CSUN will meet to determine how best to allocate the CAF. In an ideal scenario, PACU will present objectives for the year, and CSUN will recommend opportunities that best fit those objectives. Each opportunity would require advanced discussion and approval by the appropriate division.

The Campus Activity Fund will be set at 20% of the Annual Net Investment on an annual basis. The CAF will be used to secure partnerships for PACU at mutually agreed upon campus events. These events may include, but are not necessarily limited to the following:

- i) **New Student Orientation**
 - (1) Event activation booth

- (2) CSUN will make best efforts to integrate Sponsor into student orientation events hosted by Student Affairs
 - ii) **Welcome Week**
 - (a) Event activation booth
 - (b) PACU to receive First Right of Refusal (FROR) if Presenting Sponsor opportunity becomes available
 - iii) **Homecoming**
 - (a) Presenting Sponsor with alumni integration.
 - (i) Note: Homecoming takes place every 5 years,
 - iv) **Career Fairs**
 - (a) Inclusion in all relevant career fairs
 - v) **Nazarian College**
 - (1) CSUN will facilitate introductions with Nazarian College faculty
 - (2) Business School Case Competition Presented by PACU
 - (a) Finalists receive mentorship opportunities
 - vi) **Speaker Series**
 - (1) CSUN will work with PACU to identify opportunities for developing a speaker series, as well as identifying opportunities for PACU to partner with existing relevant on campus events.
 - vii) **Summer Internship Program**
 - (1) CSUN will work with PACU to design and help implement an internship program for undergraduate students.
 - viii) **Microsite**
 - (1) Co-branded CSUN x PACU website/microsite for CSUN students. Creation, maintenance and promotion of a microsite would be the responsibility of PACU. CSUN assets can be used to promote the site. A regular content review process would need to be created between PACU and TUC.
 - ix) **Financial Literacy Seminars**
 - x) **Seminars**
 - (1) Ability to host financial education seminars and workshops for CSUN faculty and student-athletes
 - xi) **Opportunity to develop Financial Literacy/Wellness Programs**
 - (1) Annual Financial Wellness Program for new students / upcoming graduates
 - (2) Financial Literacy Program with CSUN non-exempt employees
- h) Content Creation**
- i) Partnership Vignettes (2 minutes long). PACU is responsible for the development of the video, with participation of CSUN representatives and facilities as requested.
 - (1) CSUN reserves the right to approve all partnership content and planned distribution, such approval not to be unreasonably withheld, delayed, or conditioned.
 - (2) PACU will similarly reserve the right to approve any CSUN generated content related to the partnership.
- i) Athletics**
- i) **Naming Rights to the CSUN Matadome Basketball Court**
 - (1) Two (2) PACU logos prominently displayed on the basketball court
 - (2) Mutually agreeable nomenclature.
 - (a) Example: "Premier America Credit Union Matadome"
 - ii) **Co-Branding and Licensing/CSUN Athletics IP Rights Usage**
 - (1) PACU will have the opportunity to use co-branding in its advertising tied to

California State University, Northridge Athletic Department (CSUNAD), as mutually agreed upon by TUC

iii) **Official Designation**

- (1) PACU will receive the rights to the designations provided under Section 1(a)
- (2) Feature story on an annual basis on CSUN Athletics' gomatadors.com
- (3) Affinity Debit and Credit Cards
 - (a) PACU may use the Athletics logo for co-branded debit and credit cards subject to section 1.e.ii.

iv) **Athletics Venue Signage**

- (1) Logo and messaging on the courtside LED signage unit (32 ft. wide) at Men's/Women's Basketball and Men's/Women's Volleyball home games played in the Matadome
 - (a) Six (6) minutes per game
- (2) One (1) 8' x 8' wall signage visible at all events in the Matadome
- (3) One (1) 8' x 16' Outfield Sign visible at all CSUN Baseball games and events at the Matador Baseball Field
- (4) One (1) 4' x 12' Outfield Sign visible at all CSUN Softball games and events at the Matador Softball Field
- (5) One (1) 8' x 16' Sign visible at all CSUN Soccer games and events at the Matador Soccer Field
- (6) One (1) 8' x 8' Sign visible for all CSUN Sand Volleyball matches and events at the Matador Sand Volleyball Venue
- (7) One (1) sign (dimensions TBD) on the Pool Wall (Exterior Matadome)

All costs of signage are the responsibility of Matador Sports Properties. Any changes to design requested by sponsor after initial installation will be the responsibility of the sponsor.

v) **Videoboard Messaging & P.A. Announcements**

- (1) PACU will receive a minimum of one (1) videoboard message at each of the Men's/Women's Basketball and Men's/Women's Volleyball home games played in the Matadome
- (2) PACU will receive one (1) :15 second read at all CSUN Athletics sports home games

vi) **In-Game Promotions & On-Site Tabling**

- (1) PACU will be the Sponsor of one (1) in-game promotion at all home Men's/Women's Basketball games, Men's/Women's Volleyball games and Basketball games
 - (a) E.g. "Premier America Half-Court Shot: Make a Half-Court Shot and Win \$500.00 from Premier America Credit Union!"
- (2) PACU will receive unlimited tabling at CSUN Athletics events and ticketed CSUN Athletics home games

vii) **Tickets & Hospitality**

- (1) PACU will receive:
 - (a) Four (4) Courtside Season Tickets & Hospitality – Men's Basketball
 - (b) Four (4) Season Tickets & Hospitality – Baseball
 - (c) Four (4) Season Tickets – Women's Basketball, Men's/Women's Volleyball
 - (d) Two (2) VIP Parking spots to correspond with each of the season tickets provided above
- (2) Hospitality budget for PACU to exclusively use for employees
- (3) Ticket Bank - Group tickets for employee or community donations
- (4) Priceless Experiences (Rewards Integration) - Meet & greets, exclusive hospitality event for target customers (families, focused on customer acquisition)

- (5) Exclusive game day PACU member benefits like ticket discounts, on-field/in-game recognition
- (6) First 100 fans receive co-branded t-shirts for the official game day sponsorship (basketball, volleyball, baseball).
- viii) **Employee Engagement**
 - (1) Employee Family Night - Entitlement
- ix) **Official Game Day Sponsorships: "Premier America Credit Union Partner Game Day"**
 - (1) One (1) game sponsorship per Men's/Women's Basketball season, Men's/Women's Volleyball season and Baseball season. Each game sponsorship includes:
 - (a) Game Day Marketing – All print, digital, and social media
 - (b) In-Game P.A. Announcements
 - (c) Tabling Opportunity (Booth Space)
 - (d) On Court Presentation of the "Game Ball" (Men's/Women's Basketball)
 - (e) Dance Team to throw out Premier America Credit Union t-shirts, promotional items, and trinkets (Men's Basketball)
 - (f) Throw out first pitch (Baseball)
- x) **Website – gomatadors.com**
 - (1) PACU will receive 200,000 run of site digital ad impressions
 - (2) PACU's clickable logo will be placed on the footer homepage
 - (3) PACU's description, logo, and link will be placed on the corporate partner page
- xi) **Social Content Sponsorship**
 - (1) PACU will be the title sponsor of the Men's Basketball Final Score Post on social media
 - (a) Includes logo on each post & tags on IG, Facebook, and Twitter
- xii) **Testimonials**
 - (1) 30-90 second video testimonials from select Head Coach's and / or Athletic Director. This would start in Year 2 of the partnership.
- xiii) **E-mail Marketing**
 - (1) PACU will receive ad space on four (4) e-mail blasts sent to CSUN Athletics fans & season ticket holders
- xiv) **Print**
 - (1) PACU will receive one (1) Full Page Ad in the Men's/Women's Basketball program produced by Matador Athletics
- xv) **Game Streaming**
 - (1) Audio streaming: Two (2) Radio Spots per Game – Men's Basketball
 - (a) Currently all games are streamed live on gomatadors.com
- xvi) **Broadcast / Streaming Partner**
 - (a) CSUN Athletics will make best efforts to work with PACU and the local media company (e.g. ESPN+) to provide access to students and alumni
- xvii) **Relationships**
 - (1) Matador Athletics will assist PACU with introductions to other potential relationships with CSUN Athletics faculty and staff
 - (2) Matador Athletics will assist PACU with introductions to other potential relationships with key sponsors
 - (3) PACU will be the presenting sponsor of one (1) "Lunch and Learn" annually with CSUN Coaches and Staff on the CSUN Campus
- xviii) **PR**
 - (1) CSUN & Premier America ribbon cutting ceremony
 - (2) CSUN & Premier America partnership press release

xix) Student Athletes

- (1) Internship Program
 - (a) Summer internship program for CSUN student athletes
- (2) Money management seminars
 - (a) Quarterly money management seminars for senior athletes. PACU provides food for the student 1x per year.

xx) Facility Rental

- (1) Right to utilize the Matadome within Redwood Hall for sponsor events (e.g., board meetings, holiday parties, stadium tours). A limited schedule to be developed and approved by Athletics & TUC each semester. Direct costs would need to be covered by PACU.

xxi) Mobile App Integration

- (1) CSUN & PACU to discuss Athletics Mobile App integration throughout partnership and build out

j) Athletics Affinity Card

- i) With every swipe of the CSUN x PACU debit card, PACU will make a small donation to the Matador Athletic Fund
- ii) With every swipe of the CSUN x PACU debit card, \$x goes into the PACU Foundation which will go towards CSUN's scholarship program
- iii) Cardholder Benefits
 - (1) Affinity debit card holders will receive discounts on CSUN merchandise
 - (2) Earn points using the affinity debit/credit cards on select CSUN events, dining, and concession purchases
 - (3) Qualify for entry to win an exclusive prize (provided by CSUN Athletics) every month. (Examples: \$500 CSUN Campus Store gift card, CSUN apparel, CSUN autographed basketball). Management and activation of such a promotional program would be the responsibility of PACU, with support from CSUN.
- iv) The foregoing is subject to compliance with applicable law and third party service provider capabilities.

k) CSUN Student ID

- i) In the future, CSUN may consider development and implementation of a new student identification card or technology. If in the development of this card CSUN creates an opportunity to link to a personal financial services account, PACU will receive the FROR to provide this service.
 - (1) CSUN & PACU to discuss annual collaborations on mutually beneficial projects

l) Mobile App

- i) CSUN & PACU to discuss potential integration on an annual basis.

m) PACU Employee Benefits

- (1) PACU and CSUN to work cooperatively toward providing PACU Employees with cost effective continuing education opportunities at the Tseng College of Extended Learning. This may include tailored learning experiences and certificates, on or off-site cohort programs, etc.
- (2) CSUN recognizes that this asset provides benefit to both parties, and will commit to engaging the Tseng College of Extended Learning to introduce the concept of the PACU partnership and developing a program for PACU employees.

n) University Student Union

- i) PACU and CSUN will collaborate to identify opportunities for a branded USU Plaza entitlement area or feature. Type and cost of the area/feature will be mutually agreed upon.

o) Campus Signage

- i) CSUN & PACU Integrated External Wall Signage prominently displayed (Lindley Ave.)
- ii) Guaranteed prominent visibility on the outside of the new student union
- iii) Sponsor will be entitled to have certain signage or other forms of exposure of the Facility Name and Facility Marks place in, on, and around the Facility, and CSUN campus.
- iv) CSUN & PACU will work together to identify prominent visibility throughout all phases of construction and development
- v) PACU to receive FROR for signage on the garage location next to Matador Soccer Field
- vi) Existing wayfinding signage for the on-site PACU branch and ATMs
- vii) Signage opportunities around campus can be reviewed on a case-by-case basis. In certain cases, extra investment for signage creation may be required and would be the responsibility of PACU.
- viii) For any future on-campus marquees that are installed, PACU to receive the following:
 - (1) For any CSUN administration purchased and implemented Marquee featuring both static and digital signage, PACU would receive digital signage package equal to that of other top sponsors / participants
 - (2) For any CSUN administration purchased and implemented digital-only Marquee, PACU would receive digital signage package equal to that of any other participant / sponsor

p) Oasis Wellness Center

- i) Oasis to consider coordination of facility rental activities with PACU during the summer term. PACU to have the right to utilize facility rentals at an agreed upon rate during the summer term.
 - (1) Facility rentals will need to work within an established schedule.
 - (2) PACU will be responsible for all ancillary costs associated with renting the facility. These costs can include (but are not necessarily limited to):
 - (a) Oasis staff
 - (b) Concessions
- ii) PACU to receive discounted pricing on memberships for employees, during times non-student users are allowed in the facility (currently only allowed during the summer term).

q) CSUN Employees

- i) Employee Onboarding Integration – CSUN to integrate PACU services for new employees as part of their orientation program
- ii) CSUN Employee Special Offer – PACU to provide special offer and discount to CSUN Employees when they join the credit union subject to applicable law and credit union's field of membership and safety and soundness as a federally insured financial institution.

r) Community Engagement

- i) CSUN and PACU are both prominent and active members of the community. When opportunities present themselves to participate in various community events that are deemed significant to either party, the parties will work to determine how to mutually support the activity.
 - ii)
 - (1) Events need to be coordinated/communicated with CSUN's Office of Community Engagement.
 - (2) Participation subject to agreement on costs related to the event.
- s) On-Campus Branch & ATM**
- i) On-Campus Branch & ATM contracts prepared separately. PACU to have FROR on expiring ATM leases
 - (1) Regarding FROR on expiring ATM leases, the exception is Bank of America ATMs which have pre-existing FROR in their contract.
 - (2) CSUN & PACU to agree on select amount of wayfinding signage directing students and employees to PACU ATM's
- t) Other**
- i) Annual Planning & Strategy Session
 - (1) Discuss Campus Activity Fund and other priorities
 - ii) Account Manager
 - (1) Account/project manager for managing day-to-day. Monthly call for strategy dedicated resources
 - iii) Annual Valuation Report
 - (1) Annual valuation report for Athletics assets from 3rd party.
 - (2) Mutually agreed upon reporting for Campus assets
 - iv) Business Opportunities with CSUN
 - (1) PACU to receive right to match CSUN service offerings provided to other financial service companies throughout the Agreement

Exhibit B

Facility Mark(s)

The Parties anticipate the Facility Mark(s) to consist of a combination of Sponsor's name and/or Sponsor Marks, with the word Pavilion and/or in further combination with any other University Marks or terms associated with University or University Athletics, as mutually agreed upon by the Parties and included on this **Exhibit B**.

[If available at the time of execution, the Facility Name and Facility Mark(s) can be included here. If Facility Mark(s) have not yet been developed, they should be added once developed.]

Exhibit C

University Marks

[Final Documents to include University Marks]

Sponsor agrees to submit to University for review and approval in advance, samples of proposed uses of University Marks, including uses in marketing materials, based on the guidelines available in the University Style Guide, as existing now or modified in the future.

1. Athletic Marks



2. CSUN Marks can be found in www.csun.edu/identity

Exhibit D

Sponsor Marks

Branding guidelines provided in the “Premier America Credit Union Brand Guidelines” document will be noted.

**PREMIER
AMERICA
CREDIT UNION**

**PREMIER AMERICA
CREDIT UNION**

**PREMIER AMERICA CREDIT
UNION**

Exhibit E

Sponsor's Use Guide for Sponsor Marks

[Final document to include Sponsor Use Guide for its Marks]