

Naming Rights Agreement

This Naming Rights Agreement ("Agreement") is entered into this _____ day of _____, 2025 ("Effective Date"), by and between First National Bank Texas ("SPONSOR") and the City of Killeen, Texas, a municipal corporation, and political subdivision of the State of Texas ("OWNER"). OWNER and/or SPONSOR may each be referred to individually as a "Party" or collectively as the "Parties".

WHEREAS OWNER currently manages the Family Recreation Center also referred to as the "Complex"

WHEREAS SPONSOR and OWNER desire to contract for the naming rights associated with the Complex.

NOW, THEREFORE, in consideration of the promises in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. EXCLUSIVITY, DESIGNATION AND RIGHTS TO MARKS

1. SPONSOR will be an official sponsor of the Complex and will have the right to utilize the official marks and logos of the Complex to designate itself as a sponsor of this venue in the following categories:

- a) Exclusive Financial Institution Sponsor.

The Parties agree to enter into this Agreement with various components, including naming rights and advertising rights, so that SPONSOR will be the exclusive financial institution sponsor for the Family Recreation Center as outlined in this Agreement. The Parties agree that no other bank, credit union, or provider of banking services, will be permitted to advertise in any way, place signage, place banners, or make announcements for or during events to be held within or at the Family Recreation Center. It is understood that SPONSOR will have banners to different fields around the City of Killeen. SPONSOR's Exclusivity does not follow them to the fields where they have banners. SPONSOR will have the right to utilize the official marks and logos of the Complex to designate itself as a

“Founding Sponsor” of the Complex.

b) Limitations on Exclusivity.

Provided however that SPONSOR’s aforesaid exclusivity shall be subject to the following limitations:

- i. The Complex’s athletic facilities may be utilized by other athletic entities for temporary athletic tournaments, such as, but not limited to, the Texas Schools Athletic Association conducting the girls and Boys Tournaments at the Complex or the Killeen Independent School District for their sporting events at the Complex. None of SPONSOR’s rights or exclusivity provided by this Agreement, however, shall be applicable to such uses by other athletic entities for temporary athletic tournaments or to the sponsors thereof or to the jerseys, uniforms, apparel, equipment bags, team banners, or similar related items, of the teams, coaches, and individuals participating therein.

II. LANDMARK – KILLEEN FAMILY RECREATION CENTER

1. SPONSOR will receive the naming entitlements to the Family Recreation Center for the duration of this Agreement.
2. The permanent name of the Complex during the term of this Agreement may be the **“First National Bank Texas Family Recreation Center” or Family Recreation Center Powered by First National Bank Texas** or as mutually agreed upon in writing by the Parties (“Approved Name”). The Approved Name shall not be changed, altered, or modified except by prior mutual written agreement of the Parties. All graphics, logos, signs, and other branding associated with the Approved Name shall be mutually agreed upon by the Parties in writing.
3. Upon execution of this Agreement, OWNER will refer to the Complex by the Approved Name in all applicable OWNER channels, including but not limited to print material (newsletters, brochures, activity guides, etc.), website, media exposure, and all other relevant and applicable collateral/promotional mediums and materials of OWNER (“Advertising Materials”).
 - a) OWNER will be responsible for the upkeep of the Complex. SPONSOR has no

responsibility for, and shall not be held responsible for, any aspects related to the day-to-day operation, control, or ownership of the Complex, including but not limited to Complex repairs and maintenance.

- b) OWNER and SPONSOR shall mutually agree upon signage. SPONSOR will be responsible for **fifty percent (50%)** of the initial costs of production, procurement, and installation of such signage. OWNER will be responsible for the reasonable maintenance thereof. After the initial production or procurement and installation of such signage, OWNER will be responsible for the reasonable maintenance thereof. After the initial production or procurement and installation of such signage, OWNER shall be responsible for the costs of repairing, replacing, or changing such signage, provided however that OWNER shall be responsible for the costs of repairs or replacement in the event of vandalism or damage to such signage by third parties.
- c) SPONSOR will work with OWNER to integrate branding and promotional items into the Complex (e.g., towels, koozies, flyers, etc.), which would be at SPONSOR's own cost, and subject to OWNER's approval, as set forth in a separate written agreement that is mutually agreed upon by the Parties.

III. WAYFINDING /IDENTIFICATION

- 1. SPONSOR will receive applicable identification signage for the Complex.
 - a) SPONSOR will collaborate with OWNER on the creativity of said signage. SPONSOR will pay for 50% of costs associated with signage.
 - b) SPONSOR will receive two (2) exterior signs to the Family Recreation Center. One sign will go on exterior of Family Recreation Center. One (1) sign will go on exterior of senior center facing roadway. Exact location and dimensions of signage to be mutually agreed upon. OWNER and SPONSOR will mutually agree on a reasonably priced structure for exterior signage.
 - c) SPONSOR will receive one Pole sign inside Lobby to Family Recreation Center.
 - d) SPONSOR will receive one (1) welcome sign inside lobby to Family Recreation Center.
 - e) SPONSOR will receive one (1) piece of marketing material for the men's locker room and one (1) piece of marketing material for the women's locker room inside the

Family Recreation Center. SPONSOR may rotate messaging inside locker room at their own cost.

- f) SPONSOR will receive seven (7) outfield banner signs to be distributed between baseball and softball fields across OWNERS park system. OWNER may use their other company names for promotional purposes with these banners.

IV. MEDIA, DIGITAL, SOCIAL, AND ONSITE MARKETING

1. SPONSOR and OWNER will mutually agree upon in writing and disseminate a press release and/or schedule a press conference announcing the naming rights.
2. OWNER will provide SPONSOR recognition on OWNER's home website for the Complex as the "Naming Rights Sponsor" of the Family Recreation Center, and a link to SPONSOR's website page.
3. SPONSOR will receive recognition via official Complex social media promotions on OWNER social media.
4. SPONSOR will work with OWNER to determine appropriate occasions and events for on-site promotional exposure.
 - a) These promotional rights are not for disruptive solicitation of customers, and are provided for the purposes of, including but not limited to, product displays, service demonstrations, premium distribution, giveaways/raffles/prizes, educational seminars, meet n' greet with SPONSOR's team, and other promotional mediums.
5. SPONSOR will receive rotating ad/logo on display monitors if OWNER installs monitors at the Family Recreation Center.

V. TERM AND INVESTMENT

1. The term of this Agreement will be for seven (7) years with two (2) seven (7) year optional extensions by written consent of the Parties herein within 60 days of the expiration of the initial term or any renewal term, as applicable, and at same price point commencing on April 25, 2025.

Year 1: \$60,000.00 to be paid on or before April 25, 2025
Year 2: \$60,000.00 to be paid on or before June 5, 2026
Year 3: \$60,000.00 to be paid on or before June 5, 2027
Year 4: \$60,000.00 to be paid on or before June 5, 2028
Year 5: \$60,000.00 to be paid on or before June 5, 2029
Year 6: \$60,000.00 to be paid on or before June 5, 2030
Year 7: \$60,000.00 to be paid on or before June 5, 2031

- b) OWNER shall be solely responsible for its own fees and expenses incurred as a result of its performance under this Agreement, unless otherwise previously agreed to by SPONSOR in writing. In no event shall SPONSOR be responsible for the payment of any broker fee or finder's fee.

VI. TERMINATION

1. Either Party may terminate this Agreement: (a) if the other Party breaches this Agreement and fails to cure such breach within thirty (30) days of written notice thereof; or (b) if the other Party (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or fails to pay its debts as they become due; (iii) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for or has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or (c) the actions or behavior of the other Party and its associated personnel do not, in the sole discretion of the terminating Party, reflect well on the terminating Party's name or image. In the event of breach by OWNER, SPONSER will be entitled to prorated sponsorship refund for that terminating year and there will be no future payments due by SPONSOR to OWNER.
2. In addition, SPONSOR may, in its sole discretion, terminate this Agreement by written notice to OWNER if: (a) OWNER ceases to own or operate the Complex or the location of the Complex changes; or (b) OWNER misrepresents, misappropriates, or misuses the name or Marks (as defined below) of SPONSOR.
3. Notwithstanding anything to the contrary contained in this Agreement, in no event shall a Party be liable to the other Party for any consequential, special, indirect, incidental, punitive, exemplary, or similar damages (including damages for loss of use,

business, or profit) that the other Party suffers in connection with this Agreement, regardless whether such action is based on contract, tort, or any other legal theory and whether such Party has been advised of the possibility of such damages or if such damages could have been reasonably foreseen.

X. REPRESENTATIONS AND WARRANTIES

1. OWNER represents and warrants that: (a) OWNER has the right to grant to SPONSOR the naming rights and all of the benefits described in this Agreement; (b) OWNER has obtained the approvals of all third parties which are required (if any) in order for OWNER to grant the benefits under this Agreement in favor of SPONSOR; (c) the naming rights and benefits described in and granted under this Agreement comply with all applicable laws; and (d) the Advertising Materials shall be of good quality, shall conform to the requirements of this Agreement, and shall be prepared in a professional and workmanlike manner.

XI. ADVERTISING MATERIALS AND INTELLECTUAL PROPERTY

1. All Advertising Materials that bear SPONSOR's name and/or trademarks ("Marks") shall be subject to SPONSOR's written approval prior to use and shall be produced or procured by OWNER at OWNER's expense, except as otherwise herein provided.
2. SPONSOR hereby grants to OWNER, during the term of this Agreement, a nonexclusive, non-transferable, non-sublicensable right and license to use the Marks solely for the purpose of the identification and promotion of SPONSOR as set forth in this Agreement. OWNER acknowledges that SPONSOR is the owner of the Marks and all goodwill related thereto, and all use of the Marks under this Agreement and any goodwill accruing from such use will inure solely to SPONSOR's benefit. SPONSOR shall be solely responsible for enforcing its rights with respect to infringing uses of its name or Marks.
3. Except as expressly set forth herein, SPONSOR reserves all rights, and this Agreement does not grant any right, title, or interest in or to the Marks to OWNER. OWNER agrees that it shall not use the Marks except as expressly authorized under this Agreement. If OWNER should, by operation of law or otherwise, be deemed to have obtained any rights in the Marks, OWNER hereby irrevocably assigns its entire right, title, and interest in and to the Marks to SPONSOR.
4. Upon expiration or termination of this Agreement, OWNER shall cease all use of the Approved Name and SPONSOR's name and Marks, and OWNER shall be solely

responsible for all costs associated with the removal of all uses of the Approved Name and SPONSOR's name and Marks.

XII. NAME CHANGE

1. If SPONSOR changes its corporate name or trade name, undergoes a change in control that results in a name change or sells all or substantially all of its assets to another entity, and such entity does not continue to use the SPONSOR name, SPONSOR, or its successor shall promptly submit new Marks to OWNER, and the Parties shall mutually agree in writing upon corresponding changes to the Approved Name and related branding. SPONSOR or its successor will be responsible for all out-of-pocket costs in connection with the replacement of the Approved Name and related branding in all signage and other Advertising Materials. OWNER shall accept any such name and branding change unless it would result in a name or graphic that is inconsistent with or detrimental to the reputation of the Complex or is contrary to community standards of good taste. In such event, the Parties shall negotiate in good faith to determine another Approved Name and related branding for the Complex as soon as reasonably possible.

XIII. MISCELLANEOUS

1. This Agreement: (a) may be amended only by a writing signed by each of the Parties; (b) may be executed in several counterparts, each of which is deemed an original but all of which constitute one and the same instrument; (c) is governed by, and will be construed and enforced in accordance with the laws of the State of Texas, without giving effect to any conflict of laws rules; (d) is binding upon, and will inure to the benefit of the Parties and their respective heirs, successors and permitted assigns; and (e) constitutes the sole and entire agreement of the Parties with respect to the subject matter herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter herein. Each Party expressly consents to the exclusive jurisdiction of the federal, state and local courts serving Bell County, Texas, to govern all disputes arising out of this Agreement.
2. The due performance or observance by a Party of any of its obligations under this Agreement may be waived only by a writing signed by the Party against whom enforcement of such waiver is sought, and any such waiver will be effective only to the extent specifically set forth in such writing. The waiver by a Party of any breach or violation of any provision of this Agreement will not operate as, or be construed to be, a waiver of any subsequent breach or violation hereof. Any provision of this

Agreement, which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

3. The Parties shall not assign any of their rights or obligations under this Agreement without the prior written consent of the other Party, which consent will not be unreasonably withheld.
4. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement creates any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party has authority to contract for nor bind the other Party in any manner whatsoever.
5. All notices in connection with this Agreement shall be in writing and delivered to the principal place of business of each Party, as listed below or any other address of which either Party shall notify the other Party in writing from time to time.

City of Killeen

Attn: Executive Director of Parks and Rec.
P.O. Box 1329
Killeen, TX 76540

If to CLIENT: First National Bank Texas

Todd Fox: Todd.Fox@fcserv.com
901 E. Central Texas Expwy. Killeen, Texas 7654

With copy to: Jake Shandri

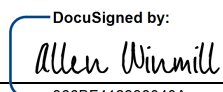
E-mail: Jshandri@Sportsmansolutions.com

6. Should any provision of this Agreement be determined to be invalid or illegal for any reason, such invalidity or illegality shall not affect the validity or legality of any other provision, and all other provisions shall remain in full force and effect as if this Agreement had been executed with the invalid or illegal provision eliminated.
7. If after the initial seven (7) year term expires and the SPONSOR does not wish to renew partnership with OWNER. SPONSOR will cover 50% of all fees associated with the replacement of the signage.

SIGNING PARTIES

SPONSOR

First National Bank Texas

Signature:  366BF412338040A...

Title: Senior EVP/CFO

Date: 4/10/2025

OWNER

City of Killeen, Texas,
a municipal corporation and a political subdivision of the State of Texas

Signature: _____

Title: City Manager

Date: _____

Certificate Of Completion

Envelope Id: 72281457-066E-45B7-9C8B-72447D5E3551		Status: Completed
Subject: Complete with Docusign: Naming Right Sponsorship Agreement AP edits 03.19.25 Final.pdf		
Source Envelope:		
Document Pages: 9	Signatures: 1	Envelope Originator:
Certificate Pages: 1	Initials: 0	Cassie Crum
AutoNav: Enabled		P.O. Box 937
Envelopeld Stamping: Enabled		Killeen, TX 76540
Time Zone: (UTC-06:00) Central Time (US & Canada)		cassie.crum@1stnb.com
		IP Address: 71.78.208.122

Record Tracking

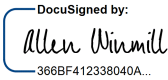
Status: Original	Holder: Cassie Crum	Location: DocuSign
2025 April 10 09:44	cassie.crum@1stnb.com	

Signer Events

Allen Winmill
allen.winmill@1stnb.com
CFO

Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Pre-selected Style
Using IP Address: 71.78.208.122

Timestamp

Sent: 2025 April 10 | 09:46
Viewed: 2025 April 10 | 09:59
Signed: 2025 April 10 | 10:00

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2025 April 10 09:46
Certified Delivered	Security Checked	2025 April 10 09:59
Signing Complete	Security Checked	2025 April 10 10:00
Completed	Security Checked	2025 April 10 10:00
Payment Events	Status	Timestamps