

NAMING RIGHTS AGREEMENT

This Naming Rights Agreement (this “Agreement”) is made this _____ day of _____, 2023, by and among the City of Greenfield, Indiana, by and through the Greenfield Board of Public Works and Safety in association with the Greenfield Parks and Recreation Board, (collectively referred to as “Greenfield”) and Greenfield Banking Company (hereinafter referred to as “GBC”).

RECITALS

WHEREAS, Greenfield has developed a recreational and entertainment area commonly referred to as Depot Street Park (hereinafter referred to as “Park”) upon which is located a performance stage area with overarching infrastructure; and

WHEREAS, GBC desires to acquire from Greenfield certain naming rights associated with the overarching infrastructure surrounding the performance stage location within the Park and Greenfield desires to grant such rights to GBC, all on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, for the consideration stated in this Agreement, the Parties hereby agree as follows:

ARTICLE I NAMING RIGHTS BENEFITS

1.1 Naming Rights Generally.

1.1.1 Greenfield hereby grants to GBC the exclusive right to designate the name of the overarching infrastructure associated with the performance stage located within the Park.

1.1.2 As of the date hereof, the performance stage shall be known as the “gbcBANK Stage” or such other name as GBC shall designate subject to approval by Greenfield which approval shall not be unreasonably withheld, conditioned, or delayed.

1.1.3 Subject to the terms of this Agreement, GBC hereby acknowledges and agrees that certain areas within the Park other than the performance stage may be named by a third party and that Greenfield may grant certain other naming rights in such a case and not be considered in violation of any of the provisions of this Agreement. Throughout the Term, Greenfield shall not enter into a definitive agreement with the third party with respect to naming rights for any area other than the performance stage without first offering GBC a 15 day right of first negotiation to enter into a naming rights agreement for such an area unless GBC shall notify Greenfield in writing that GBC is not interested in entering into a naming rights agreement for such area. After receiving such notice, or the expiration of the 15 day negotiation period, Greenfield shall be permitted to enter into a definitive agreement with a third party with respect to the naming rights for such an area without being considered in breach of this Agreement.

1.2 Logos. GBC has developed or shall develop, at their own expense, one or more logos which shall be used at locations agree upon by the parties on the performance stage. The Parties shall work together in good faith in connection with the development of such logos, the area of placement of the logos upon the performance stage, and the manner of attachment of the logos to the performance stage. All costs associated with the development of such logos shall be borne by GBC with the manner and cost of any such installation to be borne by Greenfield.

1.3 Branding and Advertising Cost and Maintenance. GBC shall arrange for, in consultation with Greenfield at GBC's sole cost the creative development and design of Advertising Material/Artwork. The creative content of any and all advertising material displayed on or affixed to the Advertising Signs (the "Advertising Material/Artwork"), shall be subject to approval by Greenfield which approval shall not be unreasonably withheld, conditioned, or delayed. All such Advertising Material/Artwork, including any intellectual property rights related thereto, shall remain at all times the sole and exclusive property of GBC.

1.4 GBC shall conduct, or cause to be conducted, all repairs and maintenance, including routine and preventive repair and maintenance of the Advertising Signs/Artwork as are necessary to keep the same in good condition and repair. On or before May 1 of each year during the Term of this Agreement, a representative of each of the Parties, shall inspect the Advertising Material/Artwork to determine if they believe any update or refurbishment is required to said Advertising Material/Artwork. Should the Parties be unable to agree upon the nature and extent of the work necessary to maintain and/or repair the Advertising Material/Artwork, an independent third party professional signage company shall be retained, the cost of which shall be equally borne by the Parties, to determine the nature and extent of the required work, the cost of which will be done forthwith by GBC at their sole expense.

1.5 Greenfield shall cause Depot Street Park, including the overarching infrastructure associated with the performance stage, to be maintained and operated in a good, clean, tenantable and safe repair, order and condition. Greenfield shall manage and operate, or cause to be managed and operated, Depot Street Park in compliance with all applicable laws and the requirements of this Agreement. Without limiting the generality of the foregoing, Greenfield shall have the right to take such actions at their sole and exclusive cost and expense. Furthermore, Greenfield agrees that in performing their obligations hereunder there shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, creed, national origin, ancestry, sex, sexual preference/orientation, age, disability, medical condition or marital status.

1.6 Each Party agrees not to commit fraud in connection with the performance of its obligations under this Agreement.

1.7 Venue Materials, Announcements and Contracts.

1.7.1 Throughout the Term, Greenfield show cause any materials produced by Greenfield in conjunction with performances upon the Depot Street Park stage to refer to said performance stage exclusively as the gbcBANK Stage or such other name as GBC shall designate as provided herein with any GBC logo associated therewith to be included in all advertising, promotional, and

publicity materials produced by Greenfield to promote events within Depot Street Park which in whole or in part utilize the performance stage.

1.7.2 Throughout the Term of this Agreement, Greenfield shall use commercially reasonable efforts to cause any and all announcements relating to events conducted within Depot Street Park that utilize in whole or in part the performance stage, to identify the name of the stage as the gbcBANK Stage or such other name as GBC shall designate as provided herein.

1.8 Except as otherwise set forth in this Agreement throughout the Term, GBC shall have the exclusive right to name the performance stage and shall have the exclusive naming rights for the performance stage to be utilized in marketing, advertising, promotional, and publicity rights for all events held at the Depot Street Park utilizing the performance stage.

1.9 Notwithstanding anything to the contrary contained within this Agreement, neither Greenfield nor any of its officers, directors, elected officials, managers, employees, agents, or representatives shall be restricted or prohibited from contracting with any Person, including without limitation any third party for sponsorship rights to host bona fide events within the confines of Depot Street Park on rights to advertise and promote itself in the Depot Street Park in connection with any such event.

ARTICLE II PAYMENT

2.1 On or before January 31 of each year of the Term of this Agreement, except for Year One, GBC shall pay the sum set forth below for the respective year of the term. For Year One, the sum set forth below shall be paid upon execution of the Agreement.

Year One	\$12,500
Year Two	\$13,000
Year Three	\$13,500
Year Four	\$14,000
Year Five	\$14,500

2.2 In the event of the failure of GBC to make such payments upon their due date, said sums shall accrue interest at the rate of 8% per annum until paid in addition to which, GBC shall be responsible for all costs of collection, including, but not limited to court costs and attorney fees.

ARTICLE III INTELLECTUAL PROPERTY

3.1 Greenfield accepts and acknowledges that the Intellectual Property owned directly or indirectly by GBC, including, but not limited to, any logos developed for use within the Depot Street Park are Intellectual Property and important assets of GBC. Greenfield will not use any such logo or trademark that is confusingly similar to that of GBC. As between GBC and Greenfield, GBC shall at all times be the sole and exclusive owner of all rights in and to said logos and/or associated Intellectual Property, subject to the rights of Greenfield with respect to the use thereof

as set forth in this Agreement. Any use by Greenfield of GBC's logos and/or Intellectual Property, beyond the use expressly authorized in this Agreement, requires the additional express written consent of GBC which shall not be reasonably withheld, conditioned, or delayed. Throughout the Term of this Agreement, all right, title and interest in and to GBC logos and Intellectual Property and any derivatives thereof, including the goodwill associated therewith, shall remain vested in GBC, subject to the rights of Greenfield with respect to the use thereof as set forth in this Agreement.

3.2 For the avoidance of doubt, and except as otherwise expressly set forth herein, GBC shall not have the right to use any trademarks, copyright protected materials or other intellectual property owned by Greenfield without the prior written consent of Greenfield on the applicable Greenfield entity. Neither shall Greenfield have the right to use any trademarks, copyright protected materials or other intellectual property owned by GBC without first obtaining prior written consent of GBC.

3.3 Each Party shall have the exclusive right to control all aspects of policing and enforcement of their logos, Intellectual Property, trademarks, or copyright protected materials. If either Party discovers that any third party is using any such items in a manner that potentially infringes, dilutes, or tarnishes the image of such Party on the value of such items to such Party, it shall promptly notify the other Party of all known particulars and the Parties shall proceed forthwith to enforce their rights herein in any manner they deem appropriate, including, but not limited to, the institution of a legal proceeding or similar action to enforce their rights. Each Party may do so in its own name with the choice of counsel and control of the action with all expenses therefore lying exclusively with the enforcing Party. To the extent the other Party is a necessary Party in order to have standing to bring such legal proceedings, the non-enforcing Party agrees to join the legal proceedings as a Party and to comply with any reasonable instructions provided by the enforcing Party. Any economic or other benefit obtained in such action shall be retained by the enforcing Party. The enforcing Party shall confer with the non-enforcing Party regularly regarding the progress of the action and the parties shall cooperate fully and in good faith in the conduct of such action. In addition, should the non-enforcing Party not be required to join such litigation, it may at its own expense and upon execution of an appropriate joint defense agreement, participate in such litigation in a subordinate role, including, but not limited to, attending depositions, court events and meetings including settlement negotiations/mediation/arbitration, assisting in the drafting of pleadings and briefs and consulting with the enforcing Party.

3.4 Nothing contained herein shall preclude the Parties from bringing any enforcement action jointly, if they so choose with all expenses and benefits thereof being shared equally or as otherwise agreed to by the Parties.

3.5 Each Party agrees that it shall not use or authorize the use of any logo on Intellectual Property of whatever type or nature, in any manner that is contrary to public morals, deceptive, or defamatory or that could reasonably be expected to reflect unfavorably on the good name, goodwill, reputation and/or image of any Party or of Depot Street Park.

ARTICLE IV
WARRANTIES AND INDEMNIFICATIONS

4.1 Each Party represents and warrants to the other Party that (a) this Agreement has been duly authorized, executed, and delivered by such Party, (b) such Party has the full power and authority and is free to enter into this Agreement and to perform the obligations hereunder, (c) such Party is in good standing under the laws of the state of Indiana, (d) this Agreement constitutes such Party's valid and binding obligation, enforceable in accordance with the terms except to the extent enforceability is limited by bankruptcy, reorganization or other similar laws affecting the rights of creditors generally and by general principles of equity, (e) except as otherwise set forth herein, no consent of a third party is necessary to execute, deliver and perform such Party's obligations under this Agreement and (f) except as otherwise set forth, the making of this Agreement and the performance of each such Party's obligations hereunder do not violate any agreement, right or obligation existing between such Party and any third party.

4.2 GBC represents and warrants to Greenfield that (a) GBC owns all right, title and interest in and to the logos and Intellectual Property of whatever nature that may be the subject of this Agreement, free and clear of any liens, claims or encumbrances, (b) GBC has the right and authority to license to Greenfield rights to use the logos and Intellectual Property of GBC as expressly authorized in this Agreement and GBC has not granted any rights to such logos and/or Intellectual Property to any third party, which conflict with the rights licensed hereunder, (c) Greenfield's use of GBC's logos and/or Intellectual Property, as authorized herein, shall not require the payment by Greenfield of any fees, royalties or other payment of any kind on the grant by Greenfield of any right or interest, to any third party, (d) that use of the logos and/or Intellectual Property of GBC will not infringe the copyright, trademark or other rights of any third party, (e) that there is no litigation, action or other proceeding pending or threatened against GBC or any of its assets, properties or rights that relates to this Agreement or would reasonably be expected to impair, restrict, or prohibit GBC's ability to perform its obligations hereunder and (f) GBC has not dealt with, or engaged, directly or indirectly, any brokers, finders, consultants or like agents who will be entitled to any fees in connection with this Agreement.

4.3 Greenfield represents and warrants to GBC that (a) Greenfield owns all right, title and interest to and in Greenfield's logos and/or Intellectual Property free and clear of any liens, claims, or encumbrances, (b) Greenfield has the right and authority to license to GBC the rights to use the logo of Greenfield as expressly authorized in this Agreement, and Greenfield has not granted any rights in the logos and/or Intellectual Property to any third party which conflicts with the rights licensed hereunder, (c) that neither the logos and/or Intellectual Property of Greenfield infringes the copyright, trademark, or other rights of any third party, (d) that there is no litigation, action, or other proceeding pending or threatened against Greenfield or any of its respective assets, properties, or rights that relates to this Agreement or would reasonably be expected to impair, restrict, or prohibit Greenfield from performing their respective obligations hereunder.

4.4 Greenfield shall indemnify, defend, and hold harmless GBC, its affiliates, officers, directors, shareholders, agents, employees and representatives harmless from and against all claims, liabilities, damages, demands, costs, fees, fines, penalties and other expenses, suits, proceedings, actions and causes of action of any and every kind and nature, including reasonable

if attorney fees incurred or to be incurred by GBC arising out of, in connection with or as a result of a breach by Greenfield of their representations, warranties or covenants under this Agreement or the use by GBC of any of the logos, and on Intellectual Property, of Greenfield as authorized herein. In no event shall Greenfield's indemnification or hold harmless obligations in this Agreement be construed as requiring Greenfield to indemnify or hold harmless GBC or any other Person for any damages or injuries to the extent caused by the negligence or willful misconduct of GBC or such other Person or their respective officers, directors, shareholders, agents, employees or representatives.

4.5 GBC shall indemnify, defend, and hold harmless Greenfield, its affiliates, officers, directors, shareholders, agents, employees and representatives harmless from and against all claims, liabilities, damages, demands, costs, fees, fines, penalties and other expenses, suits, proceedings, actions and causes of action of any and every kind and nature, including reasonable if attorney fees incurred or to be incurred by Greenfield arising out of, in connection with or as a result of a breach by GBC of their representations, warranties or covenants under this Agreement or the use by Greenfield of any of the logos, and on Intellectual Property, of GBC as authorized herein. In no event shall GBC's indemnification or hold harmless obligations in this Agreement be construed as requiring GBC to indemnify or hold harmless Greenfield or any other Person for any damages or injuries to the extent caused by the negligence or willful misconduct of Greenfield or such other Person or their respective officers, directors, shareholders, agents, employees or representatives.

4.6 Any Party asserting any claim to indemnification under the terms and provisions of this Agreement shall promptly notify the other Party of such claim provided that any delay or failure to notify the Indemnifying Party shall only relieve the Indemnifying Party of its indemnification obligations to the extent, if at all, that it is prejudiced by reason of such delay or failure. If an Indemnified Party is entitled to indemnification hereunder because of a claim asserted by any claimant third person, the Indemnifying Party shall have the right upon written notice to the Indemnified Party within 20 days of its receipt of the notice contemplated herein and using counsel reasonably satisfactory to the Indemnified Party to investigate, defend, contest or settle the claim alleged by such third person. The Indemnified Party may thereafter participate in, but not control, the defense and/or settlement of such third party claim with its own counsel at its own expense unless separate representation is necessary to avoid a conflict of interest, in which case, such representation shall be at the expense of the Indemnifying Party. In the event that the Indemnifying Party fails to timely provide notice of its exercise of control of the defense and/or settlement of such third party claim, the Indemnifying Party shall have the right, at its option, to assume and control defense and/or settlement of the matter and to look to the Indemnifying Party for the full amount of the reasonable costs of defense and/or settlement thereof and the Indemnifying Party may participate in, but not control, the defense and/or settlement of such action with its own counsel at its own expense. The Parties shall make available to each other all relevant information in their possession relating to any such third party claim and shall cooperate in the defense thereof.

ARTICLE V INSURANCE

5.1 Throughout the Term, Greenfield shall maintain in full force and effect Commercial General Liability Insurance with commercially reasonable limits, terms and conditions, but in any event, with limits of not less than \$1 million per occurrence and \$2 million in the aggregate, which insurance shall contain broad form contractual liability endorsements, insure against claims for bodily injury including death, property damage, personal injury and advertising injury, name as an additional insured, GBC, and provide that such insurance may not be canceled, terminated, reduced or materially changed or allowed to expire without renewal unless 30 days advance notice has been given to GBC. Such liability insurance shall be primary to GBC's insurance. The limits of such insurance shall not limit the liability of the Parties. Upon the date hereof and thereafter upon written request, Greenfield shall furnish to GBC a current certificate of insurance. Upon written request by GBC in the event of a dispute about the applicability of coverage to a specific loss or claim, Greenfield shall provide a copy of their insurance policy within 30 days of GBC's request; provided, however, that Greenfield shall be permitted to redact proprietary business information from such copy before providing the same to GBC.

ARTICLE VI TERM

6.1 The Term of this Agreement shall commence on the date hereof and shall expire without the need for notice or further action from either Party on October 31, 2027 (the "Expiration Date"), unless terminated earlier in accordance with the provisions of this Agreement or extended as otherwise agreed to in writing by the Parties subject to any and all modified provisions thereof except as otherwise expressly provided herein, the rights granted to and the obligations imposed on any Party hereto under this Agreement shall be effective and enforceable during the Term only.

ARTICLE VII TERMINATION

7.1 Greenfield may terminate this Agreement by delivering written notice to GBC in the event that GBC materially breaches any of its material covenants or agreements hereunder, including, but not limited to, a failure by the company to pay when due any material amount due hereunder which material breach remains uncured for 60 days after GBC's receipt of written notice of such breach from Greenfield, however, as long as GBC is diligently attempting to cure such breach (if curable), such 60 day cure period shall be extended by an additional period not to exceed 60 days as may be required to cure such breach.

7.2 GBC may terminate this Agreement by delivering written notice to Greenfield in accordance herewith in the event that Greenfield materially breaches any of their material covenants or agreements hereunder, which material breach remains uncured for 60 days after Greenfield's receipt of written notice of such breach; provided, however, that as long as Greenfield is diligently attempting to cure such breach (if curable), such 60 day cure period shall be extended by an additional period not to exceed 60 days, as may be required to cure such breach.

7.3 Upon termination or expiration of this Agreement, Greenfield shall promptly remove all logos, Intellectual Property, Advertising Material/Artwork of GBC and both Parties, shall immediately, upon termination or expiration of this Agreement, remove all references to the logos and/or Intellectual Property of the other Party from their social media sites and thereafter neither Party shall have the right to use any Intellectual Property, logos or other materials of the other Party in any way except as set forth in this Agreement.

7.4 Without limiting any provisions of this Agreement which, by their express terms, survive expiration or termination of this Agreement, including, but not limited to, the provisions of ARTICLE VIII, Section 3.1, Section 4.4 (with respect to any matters or occurrences taking place prior to termination) Section 7.3 and Section 7.4 along with any other section which by its nature would be intended to survive such termination or expiration.

ARTICLE VIII MISCELLANEOUS PROVISIONS

8.1 Except as expressly set forth herein, neither Greenfield nor GBC shall, and each party shall cause its officers, directors, manager, employees, representatives, and agents or any of its affiliates not to, without the written consent of the other Party make any announcement or other public disclosure or private disclosure to any Person other than the disclosing Party's directors, officers, managers, employees, representatives or agents (each of whom shall be advised of, and caused to comply with, the restrictions of this Section 8.1 by the disclosing Party), relating to the matters contemplated herein, unless otherwise required by law to do so. In the event any Party determines that it is required to make such an announcement or disclosure required by law, it shall consult with the other Party in advance, to the extent reasonably practicable. Notwithstanding any provision herein to the contrary, each Party and its directors, officers, managers, employees, representatives and agents of such Party may make any announcement or other public disclosure, or private disclosure to any Person or entity of the existence of this Agreement between the Parties with respect to the naming rights of the Depot Street Park stage, the approximate aggregate fees contemplated to be paid in connection therewith, the duration of the term of this Agreement and such other terms as the Parties shall agree to in writing may be so announced or disclosed.

8.2 All notices to be sent to the Parties shall be addressed to the Parties at the addresses set forth below or such other address as the Parties shall designate in writing from time to time except that notices of change of address or addresses shall be effective only upon receipt. All notices, demands, requests, consents, approvals or other communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered, sent by United States certified mail, return receipt requested, proceeds prepaid or sent by reputable overnight carrier service, in each case addressed to the respective Parties as follows:

Greenfield Board of Parks and Recreation
Attn: Director
280 N. Apple Street
Greenfield, IN 46140

City of Greenfield
Attn: Mayor
10 S. State Street
Greenfield, IN 46140

Greenfield Banking Company
Attn: President & CEO
1920 N. State St.
Greenfield, IN 46140

Notices shall be deemed given when received if delivered personally or by overnight courier or if mailed then two business days after such mailing in the United States with failure to accept delivery to constitute delivery for purposes hereof.

8.3 No Party shall have the right to assign, transfer or convey any of its rights or obligations hereunder without the prior written consent of the other Party; provided, however, that each Party shall have the right to assign, transfer or convey this Agreement to the resulting entity in connection with the sale of all or substantially all of such Party's assets without the prior written consent of the other Party. In the event of an assignment permitted under the provisions in the preceding sentence, the assigning Party shall provide the other Party with notice 30 days before the occurrence of any such assignment. For purposes of this Agreement, a transfer of any or all of the equity interest in a Party (whether by sale, merger or otherwise) shall not be considered in an assignment, transfer and conveyance by such Party of any of its rights or obligations under this Agreement. Any assignment, transfer or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon all successors and permitted assigns of the Parties.

8.4 The entire understanding between the Parties relating to the subject matter hereof is contained in this Agreement. This Agreement supersedes all prior and contemporaneous communications and agreements with respect to such matter, including, but not limited to, all drafts of this Agreement that may be exchanged between the Parties prior to the execution of the final Agreement format. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Parties with respect to the subject matter of this Agreement other than as expressly set forth in this Agreement. This Agreement cannot be changed, modified, amended or terminated except by an instrument in writing executed by all Parties other than as set forth herein.

8.5 No waiver, modification or cancellation of any term or condition of this Agreement shall be effective unless executed in writing by the Party charged therewith. No written waiver shall excuse the performance of any act other than those specifically referred to therein and shall not be deemed or construed to be a waiver of such terms or conditions for the future or any subsequent breach thereof.

8.6 There is no relationship of agency, partnership, joint venture, employment or franchise among the Parties as a result of this Agreement. No Party shall have any right, power or authority to obligate or bind any other in the manner whatsoever as a result of this Agreement and except as

provided for in this Agreement, nothing herein contained shall give or is intended to give any rights of any kind to any third persons.

8.7 This Agreement shall be governed by and construed and in accordance with the laws of the State of Indiana.

8.8 Any dispute arising out of or relating to this Agreement or the breach or termination hereof (“Dispute”) shall be addressed and resolved in the following manner:

8.8.1 The Parties shall first negotiate for a period of not less than 30 days in a good faith attempt to resolve such Dispute.

8.8.2 If such good faith negotiations do not result in resolution, any Party may, by notice to the other Party, then refer the Dispute to a mediator for nonbinding mediation. The independent mediator shall be designated by agreement of the Parties. If the Parties cannot agree on a mediator, each Party shall designate a mediator of their choice and such two designated mediators will jointly select a third party mediator who shall serve as the sole mediator with respect to such Dispute. If the two independent mediators as selected by each Party are unable to agree on a third party independent mediator, then either party may request appointment of such independent mediator by the Judge of Hancock County, Indiana, Circuit Court to appoint the sole mediator for resolution of the Dispute. Each party shall bear its respective mediation expenses and costs, including attorney fees and shall share the mediator’s fees and expenses as determined by the mediator.

8.8.3 If the mediation is unsuccessful within 90 days of the commitment of such nonbinding mediation, then the dispute shall be finally resolved by submission to binding arbitration using the services of the American Arbitration Association and the commercial arbitration rules then in effect. The arbitrator shall be designated by agreement of the Parties if the Parties cannot agree on an arbitrator, each of the Parties shall designate an arbitrator and such to designated arbitrators will jointly select an arbitrator who shall serve as the sole arbitrator with respect to such Dispute. If the two designated arbitrators are unable to agree to an arbitrator, then the president of the American Arbitration Association and/or his or her designee will select the arbitrator. The Parties consent to the jurisdiction of the State of Indiana, by and through Hancock Circuit Court, for injunctive, specific enforcement, or other relief in connection with the arbitration proceedings or to enforce judgment of the award in such arbitration proceeding, but not otherwise. The award entered by the arbitrator shall be final and binding on all of the Parties except in the case of manifest error or disregard of the law. Each Party shall bear its respective arbitration expenses and cost, including attorney fees and shall share the arbitrator’s fee and expenses as determined by the arbitrator. The arbitrator shall not award punitive, exemplary or consequential damages. Nothing contained in this provision is intended to expand any substantive rights any Party may have under other Sections of this Agreement. Notwithstanding the foregoing, nothing herein shall preclude equitable or other judicial relief to enforce the provisions of Section 8.1 or to preserve the status quo pending the resolution of any Dispute hereunder.

8.9 THE PARTIES AGREE AND ACKNOWLEDGE THAT THEY HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT. The scope of this waiver is intended

to be all-encompassing of any and all dispute including contract claims, tort claims and all other common law or statutory claims. This waiver is irrevocable and shall apply to any subsequent amendments, renewals or modifications of this Agreement or any exhibit to this Agreement.

8.10 If any provision of this Agreement or any part, portion or the scope of any such provision is or becomes or is deemed invalid, illegal or unenforceable under the applicable laws of the State of Indiana, then such provision or part, portion or scope shall be deemed amended to conform to such laws or regulations without materially altering the attention of the Parties on it shall be stricken and the remainder of this Agreement shall remain in full force and effect.

8.11 This Agreement may be executed in counterparts, each of which shall be deemed an original for all purposes and which collectively shall constitute one and the same Agreement. A facsimile or electronic copy of any such executed counterpart shall be deemed an executed original.

8.12 All remedies available at law or in equity to any Party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies; provided, however, that notwithstanding anything to the contrary in this Agreement, no Party shall be liable to or otherwise responsible to any other Person pursuant to this Agreement for consequential, incidental, punitive or special damages or for diminution in value or lost profits that arise out of or are related to this Agreement or the performance or breach thereof. It is understood and agreed that money damages would not be a sufficient remedy for any breach or threatened breach of Section 8.1 by any Party and that the Parties will be entitled to seek equitable relief including injunction and specific performance as a remedy for any such breach. Such remedies will not be deemed to be the exclusive remedies for a breach by any Party of Section 8.1, but will be in addition to all other remedies available at law or equity to the nonbreaching Party. The Parties agree that no Party will be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy related to in this Section 8.12 and the Parties waive any rights they may have to require any other Party to obtain, furnish or post any such bond or similar instrument.

<SIGNATURE PAGE FOLLOWS>

EXECUTED THIS _____ DAY OF APRIL, 2023.

CITY OF GREENFIELD DEPARTMENT
OF PARKS AND RECREATION

GREENFIELD BOARD OF PUBLIC
WORKS AND SAFETY



Deby Low

Mayor Chuck Fewell

~~ABSTAIN~~

Rick Roberts

Katherine Locke



Kristi Baker

Larry Breese

David Nickel

Kelly McClarnon



John Rihm

Glenna Shelby

GREENFIELD BANKING COMPANY

By: Michael R. Graf
Executive Vice President