

Exclusive License, Advertising and Supplier Agreement

Exclusive License, Advertising and Supplier Agreement ("Agreement") made and entered into effective the 25th day of March, 2015, by and among SOCCER RAPID CITY ("SRC") is a South Dakota non-profit organization with a 501(c)(3) tax exempt status located at PO Box 956, Rapid City, SD 57709 and ADMIRAL BEVERAGE CORPORATION ("Company"), having its principal place of business at 2720 Creek Drive, Rapid City, South Dakota 57703.

RECITALS

WHEREAS, SRC is the lessee of a certain parcel of land from the City of Rapid City, South Dakota ("RCSD") and engaged in a fund raising campaign called "Dakota Fields —Dreams to Reality" for the purpose of building and maintaining a sports complex which will be leased by SRC from RCSD ("Venue"); and

WHEREAS, SRC is desirous of Company to support, through advertising and beverage supply, the Venue; and

WHEREAS, RCSD has authorized and SRC agrees to the placement of exclusive beverage advertising and signage at the Venue and authorize Company as the exclusive beverage supplier at and for the Venue; and

WHEREAS, Admiral is willing to enter into an agreement for the placement of Admiral's advertising and the exclusive beverage supplier at and for the Venue as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. Definitions.

1.1. "Advertisement Mediums" means all locations at, in or on signs, electronic message boards, scoreboards, athletic facilities including activities centers, athletic programs, concessions, cups and such other mediums as are mutually agreed upon by the parties hereto.

1.2. "Beverages" means all non-alcoholic liquid refreshment beverages including but not limited to soft drinks, carbonated and noncarbonated, including isotonic beverages (ready to drink and powdered), bottled water, tea and juice products.

1.3. "Events" means all events and/or meetings associated with or conducted in, at or on the Venue, including, without limitation, parent groups, booster clubs and any organizations sponsored, endorsed or authorized by SRC.

1.4. "Marks" means "Pepsi-Cola" "Mountain Dew" "Seven Up" and any other trademarks owned and/or approved for use by Company.

1.5. "Venue" means the Dakota Fields sports complex and all existing or future facilities, food service areas and concessions.

2. License. Company is granted the exclusive right and privilege for a period of ten (10) years (through March 31, 2025) to advertise Beverages and sell Beverages through automatic vending machines ("Machines") at such locations within the Venue as are mutually agreed upon by the parties hereto. Upon the expiration of the term of this Agreement, Company shall have a right to renew this license, upon written notice, for one additional term of ten (10) years upon the same terms and conditions set forth herein.

3. Installation and Service. Such Machines shall remain and/or be installed by Company at its expense, and shall be placed, maintained and serviced by Company so as to ensure that such Machines are kept in good working order and condition, are clean and sanitary. The Machines must remain operable at all times and during all events at the Venue. The parties agree that the location of all Machines shall be set out in the attached Exhibit A and shall not be changed without mutual consent of the parties.

4. Service Personnel. Company's service personnel shall at all times be dressed in service uniforms and shall observe all regulations in effect at the Venue.

5. Exclusive Supplier. SRC and Company hereby agree that for a period of ten (10) years (through March 31, 2025) Company shall be the sole and exclusive advertiser of Beverages and supplier of Beverages at all Events and activities at the Venue and in that regard, to the extent, if any, that SRC purchases, appropriates funds for the purchase of, accepts donations, gifts or free Beverages, same shall only be from Company. In connection to the foregoing, Company shall provide for SRC's use all equipment ("Equipment") necessary for the proper dispensing of the Beverages at no cost to SRC.

6. Sponsorship Fee; Admiral agrees to pay to SRC the sum of \$75,000.00 for the exclusive right to sell Beverages and placement of advertising as detailed in Exhibit B attached hereto. Admiral agrees to pay said Sponsorship Fee in five equal installment of \$15,000. The installments shall be due on April 1, 2015, April 1, 2016, April 1, 2017, April 1, 2018 and April 1, 2019. Annually, Company shall furnish to SRC a statement of all Beverages sold at the Venue. Any change in the prices of Beverages sold by Company shall be only by mutual agreement.

7. Use of Marks. Except as provided in this Agreement, SRC shall not have the right to use the Marks, in whole or in part, as part of its name or a trading-name, and SRC shall not use the Marks in whole or in part, without the prior written consent of Company.

8. Ownership of the Marks.

8.1. SRC acknowledges that the Marks have acquired goodwill and secondary meaning with the public. SRC acknowledges that it will not acquire any ownership rights in the Marks by reason of this Agreement. SRC will not at any time do, or knowingly permit to be done, any act or thing which would in any way impair the rights of Company in and to the Marks,

which would affect the validity of the Marks or which would depreciate the value of said Marks or their reputation. SRC agrees that its use of the Marks shall inure to the benefit of Company.

8.2. SRC agrees never to challenge the ownership of the Marks or any application for registration thereof.

9. Ownership. SRC acknowledges that all Machines, the Beverage inventory contained therein and all Equipment are the sole property of Company, and that nothing in this Agreement or in the relationship between the parties will give SRC any proprietary interest in such Machines, related inventory or Equipment. Further, upon the termination of the licenses granted herein, Company shall be entitled to remove all Machines, related inventory and Equipment without liability for such removal. Any marquee boards, scoreboards or electronic message boards provided by or acquired with funds provided by Company during the term of this Agreement or during the term of any prior agreement between the parties shall be owned and maintained by SRC throughout the term hereof.

10. Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other party.

11. Termination and Continuation.

11.1. This Agreement shall commence as of the 1st day of February, 2015 and shall end on March 31, 2025, unless otherwise terminated as provided herein.

11.2. If either party defaults and/or breaches its performance of any obligations provided for in this Agreement, the other party may terminate this Agreement by giving written notice of default unless such default and/or breach is cured within thirty (30) days from the date of notice. If the default and/or breach is not cured within said thirty (30) day period, this Agreement shall be automatically terminated at the expiration of said thirty (30) days.

11.3. Upon termination or expiration of this Agreement, SRC thereafter shall immediately cease and desist from all use of the Marks in any way except for existing advertising. Furthermore, SRC will at no time during and after termination of this Agreement adopt or use, without Company's prior written consent, any work, mark or design which is similar to or likely to be confused with the Marks. This restriction shall survive termination of this Agreement. Finally, SRC shall refund to Company a prorata portion of any paid Sponsorship Fees.

12. Force Majeure.

12.1. If the performance of any term or provision of this Agreement by Company or SRC is prevented, hindered or delayed by reason of an act of God, war, strike or insurrection beyond the control of the parties ("Force Majeure"), the party affected shall be excused from such performance on a reasonable and equitable basis to the extent that any such cause prevents or delays its performance.

12.2. The party claiming to be affected by any such event shall give detailed written notice to the other parties within a reasonable time after the happening thereof of the nature and extent of any Force Majeure conditions referred to in Paragraph 12.1. hereof to exist and the terms and conditions of such Paragraph 12.1. shall not become operational unless such written notice has been given.

13. Governing Law. This Agreement, and all disputes and actions arising herefrom, shall be governed by and construed in accordance with the laws of the State of South Dakota, and jurisdiction and venue for any action arising hereunder shall be in any state or federal court located in South Dakota. The parties hereby consent to the personal jurisdiction of such court within South Dakota.

14. Severability and Waiver.

14.1. In the event that any one or more provisions of this Agreement shall be declared to be illegal or unenforceable under any law, rule or regulation of any government having jurisdiction over the parties hereto, such illegality or unenforceability shall not invalidate the other provisions hereof and the parties hereto shall agree upon a modification of this Agreement with respect to such illegal or unenforceable provisions to eliminate such invalidity or unenforceability; provided, however, if such illegality or unenforceability affects the validity of the Marks, Company may terminate this Agreement upon written notice to SRC.

14.2. No contemporaneous or subsequent representations, warranties, agreements or consents shall waive, modify or amend this Agreement unless made by an instrument in writing and executed by the parties hereto. Failure of a party to enforce one or more of the provisions of this Agreement or to exercise any option or rights hereunder or to require at any time performance of any of the obligations hereto shall not be construed to be a waiver of such provisions by such party nor to, in any way, affect the validity of this Agreement, nor to preclude such party from taking any other action at any time which it would legally be entitled to take.

15. Entire Agreement. This instrument contains the entire agreement between the parties hereto and supersedes any other agreements between the parties regarding the Venue. There are no agreements, oral or written, which are not expressly included herein. All prior agreements between the parties written and oral are terminated on execution of this Agreement. The terms and provisions of this Agreement shall not be altered, amended, waived, modified or terminated, except by agreement in writing, signed by the parties.

16. Notices. All notices, statements and other communication required under this Agreement shall be given in writing. Notices (including the notice of change of a party's address) shall be deemed given if personally delivered to _____ of SRC or an officer of Company, as applicable, to receive the same or when sent by registered mail, postage prepaid, to the respective party at the address set forth above.

17. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

18. Attorney's Fees. The prevailing party in any cause of action brought hereunder, pursuant hereto or in connection herewith, including, without limitation, any action for declaratory or equitable relief to the

extent permitted by state law shall be entitled to recover from the non-prevailing party reasonable attorney's fees, expenses and costs of suit incurred by the prevailing party in such action.

19. Headings. The headings contained herein are for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

20. Other Instruments. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the intent of this Agreement.

21. Survival of Covenants, Representations and Warranties. All covenants, representations, warranties, and agreements of the parties shall survive execution and delivery of this Agreement and shall continue until such time as all the obligations of the parties hereto shall have lapsed in accordance with their respective terms or shall have been discharged in full.

22. Authorization. The ratification and authorization of this Agreement is evidenced by the certified copy of the Minutes of the Board of Trustees of SRC approving same and its execution by the President of the Board of Directors, as set forth as Exhibit A, attached hereto and fully incorporated herein by reference.

23. Indemnification and Liability. Company shall indemnify and hold harmless SRC and its Board of Directors, officers, agents employees and attorneys from all suits, actions, losses, damages, claims or liability of any character, type or description, including attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by acts, directly or indirectly, of Company or its agents or employees, in the execution or performance of this contract. SRC shall indemnify and hold harmless Company and its Board of Directors, officers, agents employees and attorneys from all suits, actions, losses, damages, claims or liability of any character, type or description, including attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by acts, directly or indirectly, of SRC or its agents or employees, in the execution or performance of this contract.

("SRC"):
SOCCER RAPID CITY

By: 

Its: President

("Company"):
ADMIRAL BEVERAGE CORPORATION

By: 

Its: General Manager

Exhibit A

Vending Machine Locations

To be agreed upon

Along Streets

"DAKOTA FIELDS – DREAMS TO REALITY"

DONOR AGREEMENT

This Agreement is made this 10th day of October, 2015 between SOCCER RAPID CITY, a 501(c)(3) charitable organization ("SRC") and All American Roofing & Sales, Inc., a Delaware corporation with an address of 2555 Carlin St., Rapid City, SD 57703-9378 ("Donor").

RECITALS

WHEREAS, SRC is engaged in a fund raising campaign called "Dakota Fields – Dreams to Reality" for the purpose of building and maintaining a sports complex which will be owned by the City of Rapid City, South Dakota ("City"); and

WHEREAS, as part of the fund raising campaign, SRC has solicited donations from individuals and companies in exchange for the opportunity to name various components of the sports complex; and

WHEREAS, the City of Rapid City has a naming policy with respect to naming city owned facilities and parks; and

WHEREAS, Donor is willing to make a monetary donation to the "Dakota Fields – Dreams to Reality" campaign in an amount hereinafter specified, provided Donor is permitted to name a specific component of the sports complex as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Donation:** Donor agrees to make a donation to the "Dakota Fields – Dreams to Reality" fund raising campaign on behalf of Soccer Rapid City, a 501(c)(3) public charity in the amount of \$20,000.00. Donor will pay said amount in the following manner:

Donor will pay \$4,000 each year for a period of five (5) years. Each annual payment shall be made on or before the 1st day of December each year commencing December 1, 2015.

It is understood and agreed that in the event Donor elects to pay its donation over an agreed period of time, if Donor fails to complete its gift as agreed herein, that SRC will be entitled to offer the right to name the particular facility component chosen by Donor to a new donor without refund or reimbursement to Donor of any amounts paid pursuant to this agreement.

2. **Donor's Naming Opportunity:** In consideration of Donor's gift, Donor shall be allowed to designate a name for the following component of the sports complex, to-wit:

Boulevard of Champions Plaque

Donor hereby designates "All American Roofing & Sales" ^{Inc.} as the name to be used for this purpose.

3. **City Approval of Donor's Name:** It is understood and agreed that Donor's naming right shall be permanent, but shall be subject to the City's naming policies as the same may exist at the time this Agreement is executed, or as amended by the City from time to time. A copy of the City's current Naming Policy for Parks and Recreational Facilities is attached.

It is further understood and agreed that in the event the City does not approve Donor's name selection, that Donor will have the option to offer another name proposal for consideration by the City or Donor's donation will be returned to Donor in full, without interest.

It is further understood that the City will retain the right to change the name following the approval of a name requested by the Donor, if circumstances change substantially so that the continued use of such name reflects negatively upon the City.

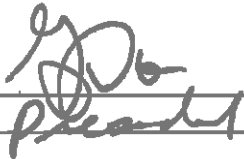
4. **Future Naming Policy:** Donor, or its assigns, may from time to time change the approved name designated by Donor, subject to approval by the City. Nothing herein shall obligate the City to approve a change in name from that originally approved by the City. In the event the City refuses to approve a name change, the previously approved name will remain.

5. **Contingent Gift:** It is understood and agreed between SRC and Donor that in the event the multi-use sports complex is not built or completed as represented by SRC, Donor's donation will be returned to Donor in full without interest.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seal the date and year above written.

SOCCKER RAPID CITY:

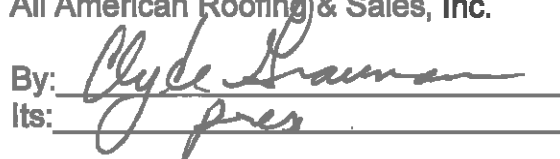
By:
Its:



DONOR:

All American Roofing & Sales, Inc.

By:
Its:



"DAKOTA FIELDS – DREAMS TO REALITY"

DONOR AGREEMENT

This Agreement is made this 7th day of July, 2015 between SOCCER RAPID CITY, a 501(c)(3) charitable organization ("SRC") and B.Y. Development, Inc. d/b/a Cadillac Jack's Gaming Resort, 502 West Blvd., Rapid City, SD 57701 (collectively "Donor").

RECITALS

WHEREAS, SRC is engaged in a fund raising campaign called "Dakota Fields – Dreams to Reality" for the purpose of building and maintaining a sports complex which will be owned by the City of Rapid City, South Dakota ("City"); and

WHEREAS, as part of the fund raising campaign, SRC has solicited donations from individuals and companies in exchange for the opportunity to name various components of the sports complex; and

WHEREAS, the City of Rapid City has a naming policy with respect to naming city owned facilities and parks; and

WHEREAS, Donor is willing to make a monetary donation to the "Dakota Fields – Dreams to Reality" campaign in an amount hereinafter specified, provided Donor is permitted to name a specific component of the sports complex as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Donation:** Donor agrees to make a donation to the "Dakota Fields – Dreams to Reality" fund raising campaign on behalf of Soccer Rapid City, a 501(c)(3) public charity in the amount of \$25,000.00. Donor will pay said amount in the following manner:

Donor will pay \$25,000 on or before the 1st day of October 2015.

It is understood and agreed that in the event Donor elects to pay its donation over an agreed period of time, if Donor fails to complete its gift as agreed herein, that SRC will be entitled to offer the right to name the particular facility component chosen by Donor to a new donor without refund or reimbursement to Donor of any amounts paid pursuant to this agreement.

2. **Donor's Naming Opportunity:** In consideration of Donor's gift, Donor shall be allowed to designate a name for the following component of the sports complex, to-wit:

Parking Quadrant

Donor hereby designates "Cadillac Jack's Gaming Resort" as the name to be used for this purpose.

3. **City Approval of Donor's Name:** It is understood and agreed that Donor's naming right shall be permanent, but shall be subject to the City's naming policies as the same may exist at the time this Agreement is executed, or as amended by the City from time to time. A copy of the City's current Naming Policy for Parks and Recreational Facilities is attached.

It is further understood and agreed that in the event the City does not approve Donor's name selection, that Donor will have the option to offer another name proposal for consideration by the City or Donor's donation will be returned to Donor in full, without interest.

It is further understood that the City will retain the right to change the name following the approval of a name requested by the Donor, if circumstances change substantially so that the continued use of such name reflects negatively upon the City.

4. **Future Naming Policy:** Donor, or its assigns, may from time to time change the approved name designated by Donor, subject to approval by the City. Nothing herein shall obligate the City to approve a change in name from that originally approved by the City. In the event the City refuses to approve a name change, the previously approved name will remain.

5. **Contingent Gift:** It is understood and agreed between SRC and Donor that in the event the multi-use sports complex is not built or completed as represented by SRC, Donor's donation will be returned to Donor in full without interest.

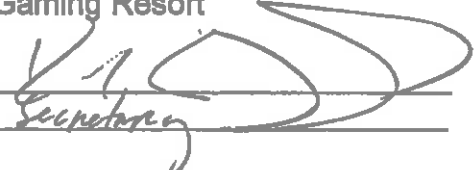
IN WITNESS WHEREOF, the parties hereunto have set their hands and seal the date and year above written.

SOCCER RAPID CITY:

By: 
Its: President

DONOR:

B.Y. Development, Inc. d/b/a Cadillac Jack's Gaming Resort

By: 
Its: Secretary

"DAKOTA FIELDS – DREAMS TO REALITY"

DONOR AGREEMENT

This Agreement is made this 4th day of April, 2014 between SOCCER RAPID CITY, a 501(c)(3) charitable organization ("SRC") and BankWest ("Donor").

RECITALS

WHEREAS, SRC is engaged in a fund raising campaign called "Dakota Fields – Dreams to Reality" for the purpose of building and maintaining a sports complex which will be owned by the City of Rapid City, South Dakota ("City"); and

WHEREAS, as part of the fund raising campaign, SRC has solicited donations from individuals and companies in exchange for the opportunity to name various components of the sports complex; and

WHEREAS, the City of Rapid City has a naming policy with respect to naming city owned facilities and parks; and

WHEREAS, Donor is willing to make a monetary donation to the "Dakota Fields – Dreams to Reality" campaign in an amount hereinafter specified, provided Donor is permitted to name a specific component of the sports complex as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Donation:** Donor agrees to make a donation to the "Dakota Fields – Dreams to Reality" fund raising campaign on behalf of Soccer Rapid City, a 501(c)(3) public charity in the amount of \$25,000.00. Donor will pay said amount in the following manner:

Donor will pay \$5,000 each year for a period of five (5) years. Each annual payment shall be made on or before the 1st day of May each year commencing May 1, 2014.

It is understood and agreed that in the event Donor elects to pay its donation over an agreed period of time, if Donor fails to complete its gift as agreed herein, that SRC will be entitled to offer the right to name the particular facility component chosen by Donor to a new donor without refund or reimbursement to Donor of any amounts paid pursuant to this agreement.

2. **Donor's Naming Opportunity:** In consideration of Donor's gift, Donor shall be allowed to designate a name for the following component of the sports complex, to-wit:

Parking Lot Quadrant

Donor hereby designates "BankWest" as the name to be used for this purpose.

3. **City Approval of Donor's Name:** It is understood and agreed that Donor's naming right shall be permanent, but shall be subject to the City's naming policies as the same may exist at the time this Agreement is executed, or as amended by the City from time to time. A copy of the City's current Naming Policy for Parks and Recreational Facilities is attached.

It is further understood and agreed that in the event the City does not approve Donor's name selection, that Donor will have the option to offer another name proposal for consideration by the City or Donor's donation will be returned to Donor in full, without interest.

It is further understood that the City will retain the right to change the name following the approval of a name requested by the Donor, if circumstances change substantially so that the continued use of such name reflects negatively upon the City.

4. **Future Naming Policy:** Donor, or its assigns, may from time to time change the approved name designated by Donor, subject to approval by the City. Nothing herein shall obligate the City to approve a change in name from that originally approved by the City. In the event the City refuses to approve a name change, the previously approved name will remain.

5. **Contingent Gift:** It is understood and agreed between SRC and Donor that in the event the multi-use sports complex is not built or completed as represented by SRC, Donor's donation will be returned to Donor in full without interest.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seal the date and year above written.

SOCCKER RAPID CITY:

By: 
Its: President

DONOR:
BankWest

By: 
Its: Branch President

"DAKOTA FIELDS – DREAMS TO REALITY"

DONOR AGREEMENT

This Agreement is made this 4th day of September, 2014 between SOCCER RAPID CITY, a 501(c)(3) charitable organization ("SRC") and Bear Country USA, Inc., a South Dakota corporation located at 13820 S. Hwy 16, Rapid City, SD ("Donor").

RECITALS

WHEREAS, SRC is engaged in a fund raising campaign called "Dakota Fields – Dreams to Reality" for the purpose of building and maintaining a sports complex which will be owned by the City of Rapid City, South Dakota ("City"); and

WHEREAS, as part of the fund raising campaign, SRC has solicited donations from individuals and companies in exchange for the opportunity to name various components of the sports complex; and

WHEREAS, the City of Rapid City has a naming policy with respect to naming city owned facilities and parks; and

WHEREAS, Donor is willing to make a monetary donation to the "Dakota Fields – Dreams to Reality" campaign in an amount hereinafter specified, provided Donor is permitted to name a specific component of the sports complex as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Donation:** Donor agrees to make a donation to the "Dakota Fields – Dreams to Reality" fund raising campaign on behalf of Soccer Rapid City, a 501(c)(3) public charity in the amount of \$75,000.00. Donor will pay said amount in the following manner:

Donor will pay \$15,000 each year for a period of five (5) years. Each annual payment shall be made on or before the 1st day of May each year beginning in 2015.

It is understood and agreed that in the event Donor elects to pay its donation over an agreed period of time, if Donor fails to complete its gift as agreed herein, that SRC will be entitled to offer the right to name the particular facility component chosen by Donor to a new donor without refund or reimbursement to Donor of any amounts paid pursuant to this agreement.

2. **Donor's Naming Opportunity:** In consideration of Donor's gift, Donor shall be allowed to designate a name for the following component of the sports complex, to-wit:

Regulation Field – pick #6

Donor hereby designates "Bear Country USA" as the name to be used for this purpose.

3. **City Approval of Donor's Name:** It is understood and agreed that Donor's naming right shall be permanent, but shall be subject to the City's naming policies as the same may exist at the time this Agreement is executed, or as amended by the City from time to time. A copy of the City's current Naming Policy for Parks and Recreational Facilities is attached.

It is further understood and agreed that in the event the City does not approve Donor's name selection, that Donor will have the option to offer another name proposal for consideration by the City or Donor's donation will be returned to Donor in full, without interest.

It is further understood that the City will retain the right to change the name following the approval of a name requested by the Donor, if circumstances change substantially so that the continued use of such name reflects negatively upon the City.

4. **Future Naming Policy:** Donor, or its assigns, may from time to time change the approved name designated by Donor, subject to approval by the City. Nothing herein shall obligate the City to approve a change in name from that originally approved by the City. In the event the City refuses to approve a name change, the previously approved name will remain.

5. **Contingent Gift:** It is understood and agreed between SRC and Donor that in the event the multi-use sports complex is not built or completed as represented by SRC, Donor's donation will be returned to Donor in full without interest.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seal the date and year above written.

SOCCKER RAPID CITY:

By: _____
Its: _____

[Signature]
President

DONOR:
Bear Country USA, Inc.

By: _____
Its: _____

[Signature]
Treasurer

"DAKOTA FIELDS – DREAMS TO REALITY"

DONOR AGREEMENT

This Agreement is made this 1st day of April, 2014 between SOCCER RAPID CITY, a 501(c)(3) charitable organization ("SRC") and Black Hills Community Bank ("Donor").

RECITALS

WHEREAS, SRC is engaged in a fund raising campaign called "Dakota Fields – Dreams to Reality" for the purpose of building and maintaining a sports complex which will be owned by the City of Rapid City, South Dakota ("City"); and

WHEREAS, as part of the fund raising campaign, SRC has solicited donations from individuals and companies in exchange for the opportunity to name various components of the sports complex or receive other recognition for such donation; and

WHEREAS, the City of Rapid City has a naming policy with respect to naming city owned facilities and parks; and

WHEREAS, Donor is willing to make a monetary donation to the "Dakota Fields – Dreams to Reality" campaign in an amount hereinafter specified, provided Donor receives appropriate recognition, as determined by SRC, for such donation at the multi- sport complex as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Donation**: Donor agrees to make a donation to the "Dakota Fields – Dreams to Reality" fund raising campaign on behalf of Soccer Rapid City, a 501(c)(3) public charity in the amount of \$10,000.00. Donor will pay said amount in the following manner:

Donor will pay \$5,000 on or before September 1st, 2014. And \$5,000 on or before January 15th, 2015.

It is understood and agreed that in the event Donor elects to pay its donation over an agreed period of time, if Donor fails to complete its gift as agreed herein, that SRC will be entitled to remove Donors recognition from within the multi-sport complex without refund or reimbursement to Donor of any amounts paid pursuant to this agreement.

2. **Donor Recognition:** In consideration of Donor's gift, Donor shall be recognized for its contribution on the multi-use sports complex's "Boulevard of Champions".

3. **Contingent Gift:** It is understood and agreed between SRC and Donor that in the event the multi-use sports complex is not built or completed as represented by SRC, Donor's donation will be returned to Donor in full without interest.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seal the date and year above written.

SOCCKER RAPID CITY:

By: 
Its: President

DONOR:
Black Hills Community Bank

By: 
Its: 5/6/14

"DAKOTA FIELDS -- DREAMS TO REALITY"

DONOR AGREEMENT

This Agreement is made this 12th day of ~~November~~ ^{December}, 2014 between SOCCER RAPID CITY, a 501(c)(3) charitable organization ("SRC") and Black Hills Federal Credit Union, 2700 N Plaza Dr., Rapid City, SD 57702 ("Donor").

RECITALS

WHEREAS, SRC is engaged in a fund raising campaign called "Dakota Fields – Dreams to Reality" for the purpose of building and maintaining a sports complex which will be owned by the City of Rapid City, South Dakota ("City"); and

WHEREAS, as part of the fund raising campaign, SRC has solicited donations from individuals and companies in exchange for the opportunity to name various components of the sports complex; and

WHEREAS, the City of Rapid City has a naming policy with respect to naming city owned facilities and parks; and

WHEREAS, Donor is willing to make a monetary donation to the "Dakota Fields – Dreams to Reality" campaign in an amount hereinafter specified, provided Donor is permitted to name a specific component of the sports complex as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Donation**: Donor agrees to make a donation to the "Dakota Fields – Dreams to Reality" fund raising campaign on behalf of Soccer Rapid City, a 501(c)(3) public charity in the amount of \$75,000.00. Donor will pay said amount in the following manner:

Donor will pay \$25,000 each year for a period of three (3) years. Each annual payment shall be made on or before the 31st day of December each year beginning in 2014.

It is understood and agreed that in the event Donor elects to pay its donation over an agreed period of time, if Donor fails to complete its gift as agreed herein, that SRC will be entitled to offer the right to name the particular facility component chosen by Donor to a new donor without refund or reimbursement to Donor of any amounts paid pursuant to this agreement.

2. **Donor's Naming Opportunity:** In consideration of Donor's gift, Donor shall be allowed to designate a name for the following component of the sports complex, to-wit:

(lighted) Regulation Field— pick #3

Donor hereby designates "Black Hills Federal Credit Union" as the name to be used for this purpose.

3. **City Approval of Donor's Name:** It is understood and agreed that Donor's naming right shall be permanent, but shall be subject to the City's naming policies as the same may exist at the time this Agreement is executed, or as amended by the City from time to time. A copy of the City's current Naming Policy for Parks and Recreational Facilities is attached.

It is further understood and agreed that in the event the City does not approve Donor's name selection, that Donor will have the option to offer another name proposal for consideration by the City or Donor's donation will be returned to Donor in full, without interest.



It is further understood that the City will retain the right to change the name following the approval of a name requested by the Donor, if circumstances change substantially so that the continued use of such name reflects negatively upon the City.

4. **Future Naming Policy:** Donor, or its assigns, may from time to time change the approved name designated by Donor, subject to approval by the City. Nothing herein shall obligate the City to approve a change in name from that originally approved by the City. In the event the City refuses to approve a name change, the previously approved name will remain.

5. **Contingent Gift:** It is understood and agreed between SRC and Donor that in the event the multi-use sports complex is not built or completed as represented by SRC, Donor's donation will be returned to Donor in full without interest.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seal the date and year above written.

SOCCKER RAPID CITY:

By: 
Its: 

DONOR:
Black Hills Federal Credit Union

By: 
Its: SVP of FINANCE

"DAKOTA FIELDS – DREAMS TO REALITY"

DONOR AGREEMENT

This Agreement is made this 7th day of July, 2015 between SOCCER RAPID CITY, a 501(c)(3) charitable organization ("SRC") and Blue Sky Gaming, Inc. d/b/a Tin Lizzie Gaming Resort, 555 Main St., Deadwood, SD 57732 (collectively "Donor").

RECITALS

WHEREAS, SRC is engaged in a fund raising campaign called "Dakota Fields – Dreams to Reality" for the purpose of building and maintaining a sports complex which will be owned by the City of Rapid City, South Dakota ("City"); and

WHEREAS, as part of the fund raising campaign, SRC has solicited donations from individuals and companies in exchange for the opportunity to name various components of the sports complex; and

WHEREAS, the City of Rapid City has a naming policy with respect to naming city owned facilities and parks; and

WHEREAS, Donor is willing to make a monetary donation to the "Dakota Fields – Dreams to Reality" campaign in an amount hereinafter specified, provided Donor is permitted to name a specific component of the sports complex as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Donation:** Donor agrees to make a donation to the "Dakota Fields – Dreams to Reality" fund raising campaign on behalf of Soccer Rapid City, a 501(c)(3) public charity in the amount of \$25,000.00. Donor will pay said amount in the following manner:

Donor will pay \$5,000 each year for a period of five (5) years. Each annual payment shall be made on or before the 5th day of October each year beginning in 2015.

It is understood and agreed that in the event Donor elects to pay its donation over an agreed period of time, if Donor fails to complete its gift as agreed herein, that SRC will be entitled to offer the right to name the particular facility component chosen by Donor to a new donor without refund or reimbursement to Donor of any amounts paid pursuant to this agreement.

2. **Donor's Naming Opportunity:** In consideration of Donor's gift, Donor shall be allowed to designate a name for the following component of the sports complex, to-wit:

Parking Quadrant

Donor hereby designates "Tin Lizzie Gaming Resort" as the name to be used for this purpose.

3. **City Approval of Donor's Name:** It is understood and agreed that Donor's naming right shall be permanent, but shall be subject to the City's naming policies as the same may exist at the time this Agreement is executed, or as amended by the City from time to time. A copy of the City's current Naming Policy for Parks and Recreational Facilities is attached.

It is further understood and agreed that in the event the City does not approve Donor's name selection, that Donor will have the option to offer another name proposal for consideration by the City or Donor's donation will be returned to Donor in full, without interest.

It is further understood that the City will retain the right to change the name following the approval of a name requested by the Donor, if circumstances change substantially so that the continued use of such name reflects negatively upon the City.

4. **Future Naming Policy:** Donor, or its assigns, may from time to time change the approved name designated by Donor, subject to approval by the City. Nothing herein shall obligate the City to approve a change in name from that originally approved by the City. In the event the City refuses to approve a name change, the previously approved name will remain.

5. **Contingent Gift:** It is understood and agreed between SRC and Donor that in the event the multi-use sports complex is not built or completed as represented by SRC, Donor's donation will be returned to Donor in full without interest.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seal the date and year above written.

SOCCKER RAPID CITY:

By: 
Its: President

DONOR:

Blue Sky Gaming, Inc. d/b/a Tin Lizzie Gaming Resort

By: 
Its: President

"DAKOTA FIELDS – DREAMS TO REALITY"

DONOR AGREEMENT

This Agreement is made this 7th day of July, 2015 between SOCCER RAPID CITY, a 501(c)(3) charitable organization ("SRC") and Cortez, LLC d/b/a Hotel Alex Johnson, 502 West Blvd., Rapid City, SD 57701 (collectively "Donor").

RECITALS

WHEREAS, SRC is engaged in a fund raising campaign called "Dakota Fields – Dreams to Reality" for the purpose of building and maintaining a sports complex which will be owned by the City of Rapid City, South Dakota ("City"); and

WHEREAS, as part of the fund raising campaign, SRC has solicited donations from individuals and companies in exchange for the opportunity to name various components of the sports complex; and

WHEREAS, the City of Rapid City has a naming policy with respect to naming city owned facilities and parks; and

WHEREAS, Donor is willing to make a monetary donation to the "Dakota Fields – Dreams to Reality" campaign in an amount hereinafter specified, provided Donor is permitted to name a specific component of the sports complex as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Donation**: Donor agrees to make a donation to the "Dakota Fields – Dreams to Reality" fund raising campaign on behalf of Soccer Rapid City, a 501(c)(3) public charity in the amount of \$20,000.00. Donor will pay said amount in the following manner:

Donor will pay \$10,000 each year for a period of two (2) years. Each annual payment shall be made on or before the 1st day of August each year beginning in 2015.

It is understood and agreed that in the event Donor elects to pay its donation over an agreed period of time, if Donor fails to complete its gift as agreed herein, that SRC will be entitled to offer the right to name the particular facility component chosen by Donor to a new donor without refund or reimbursement to Donor of any amounts paid pursuant to this agreement.

2. **Donor's Naming Opportunity:** In consideration of Donor's gift, Donor shall be allowed to designate a name for the following component of the sports complex, to-wit:

Boulevard of Champions

Donor hereby designates "Hotel Alex Johnson" as the name to be used for this purpose.

3. **City Approval of Donor's Name:** It is understood and agreed that Donor's naming right shall be permanent, but shall be subject to the City's naming policies as the same may exist at the time this Agreement is executed, or as amended by the City from time to time. A copy of the City's current Naming Policy for Parks and Recreational Facilities is attached.

It is further understood and agreed that in the event the City does not approve Donor's name selection, that Donor will have the option to offer another name proposal for consideration by the City or Donor's donation will be returned to Donor in full, without interest.

It is further understood that the City will retain the right to change the name following the approval of a name requested by the Donor, if circumstances change substantially so that the continued use of such name reflects negatively upon the City.

4. **Future Naming Policy:** Donor, or its assigns, may from time to time change the approved name designated by Donor, subject to approval by the City. Nothing herein shall obligate the City to approve a change in name from that originally approved by the City. In the event the City refuses to approve a name change, the previously approved name will remain.

5. **Contingent Gift:** It is understood and agreed between SRC and Donor that in the event the multi-use sports complex is not built or completed as represented by SRC, Donor's donation will be returned to Donor in full without interest.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seal the date and year above written.

SOCCKER RAPID CITY:

By: 
Its: President

DONOR:

Cortez, LLC d/b/a Hotel Alex Johnson

By: 
Its: Managing Member

"DAKOTA FIELDS – DREAMS TO REALITY"

DONOR AGREEMENT

This Agreement is made this 1st day of May, 2014 between SOCCER RAPID CITY, a 501(c)(3) charitable organization ("SRC") and Dacotah Bank ("Donor").

RECITALS

WHEREAS, SRC is engaged in a fund raising campaign called "Dakota Fields – Dreams to Reality" for the purpose of building and maintaining a sports complex which will be owned by the City of Rapid City, South Dakota ("City"); and

WHEREAS, as part of the fund raising campaign, SRC has solicited donations from individuals and companies in exchange for the opportunity to name various components of the sports complex; and

WHEREAS, the City of Rapid City has a naming policy with respect to naming city owned facilities and parks; and

WHEREAS, Donor is willing to make a monetary donation to the "Dakota Fields – Dreams to Reality" campaign in an amount hereinafter specified, provided Donor is permitted to name a specific component of the sports complex as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Donation**: Donor agrees to make a donation to the "Dakota Fields – Dreams to Reality" fund raising campaign on behalf of Soccer Rapid City, a 501(c)(3) public charity in the amount of \$25,000.00. Donor will pay said amount in the following manner:

Donor will pay \$5,000 each year for a period of five (5) years. Each annual payment shall be made on or before the 1st day of June each year commencing June 1st, 2014.

It is understood and agreed that in the event Donor elects to pay its donation over an agreed period of time, if Donor fails to complete its gift as agreed herein, that SRC will be entitled to offer the right to name the particular facility component chosen by Donor to a new donor without refund or reimbursement to Donor of any amounts paid pursuant to this agreement.

2. **Donor's Naming Opportunity:** In consideration of Donor's gift, Donor shall be allowed to designate a name for the following component of the sports complex, to-wit:

Gazebo

Donor hereby designates "Dacotah Bank" as the name to be used for this purpose.

3. **City Approval of Donor's Name:** It is understood and agreed that Donor's naming right shall be permanent, but shall be subject to the City's naming policies as the same may exist at the time this Agreement is executed, or as amended by the City from time to time. A copy of the City's current Naming Policy for Parks and Recreational Facilities is attached.

It is further understood and agreed that in the event the City does not approve Donor's name selection, that Donor will have the option to offer another name proposal for consideration by the City or Donor's donation will be returned to Donor in full, without interest.

It is further understood that the City will retain the right to change the name following the approval of a name requested by the Donor, if circumstances change substantially so that the continued use of such name reflects negatively upon the City.

4. **Future Naming Policy:** Donor, or its assigns, may from time to time change the approved name designated by Donor, subject to approval by the City. Nothing herein shall obligate the City to approve a change in name from that originally approved by the City. In the event the City refuses to approve a name change, the previously approved name will remain.


5. **Contingent Gift:** It is understood and agreed between SRC and Donor that in the event the multi-use sports complex is not built or completed as represented by SRC, Donor's donation will be returned to Donor in full without interest.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seal the date and year above written.

SOCCER RAPID CITY:

By: 
Its: President

DONOR:
Dacotah Bank

By: 
Its: Regan President

"DAKOTA FIELDS – DREAMS TO REALITY"

DONOR AGREEMENT

This Agreement is made this 1st day of October, 2015 between SOCCER RAPID CITY, a 501(c)(3) charitable organization ("SRC") and Dodge Town, Inc., a South Dakota corporation located at 1120 E. Omaha, Rapid City, SD 57701-1728 ("Donor").

RECITALS

WHEREAS, SRC is engaged in a fund raising campaign called "Dakota Fields – Dreams to Reality" for the purpose of building and maintaining a sports complex which will be owned by the City of Rapid City, South Dakota ("City"); and

WHEREAS, as part of the fund raising campaign, SRC has solicited donations from individuals and companies in exchange for the opportunity to name various components of the sports complex; and

WHEREAS, the City of Rapid City has a naming policy with respect to naming city owned facilities and parks; and

WHEREAS, Donor is willing to make a monetary donation to the "Dakota Fields – Dreams to Reality" campaign in an amount hereinafter specified, provided Donor is permitted to name a specific component of the sports complex as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Donation**: Donor agrees to make a donation to the "Dakota Fields – Dreams to Reality" fund raising campaign on behalf of Soccer Rapid City, a 501(c)(3) public charity in the amount of \$75,000.00. Donor will pay said amount in the following manner:

Donor will pay \$15,000 each year for a period of five (5) years. Each annual payment shall be made on or before the 1st day of April each year beginning in 2016.

It is understood and agreed that in the event Donor elects to pay its donation over an agreed period of time, if Donor fails to complete its gift as agreed herein, that SRC will be entitled to offer the right to name the particular facility component chosen by Donor to a new donor without refund or reimbursement to Donor of any amounts paid pursuant to this agreement.

2. **Donor's Naming Opportunity:** In consideration of Donor's gift, Donor shall be allowed to designate a name for the following component of the sports complex, to-wit:

Regulation Field – pick #7

Donor hereby designates "Dodge Town" as the name to be used for this purpose.

3. **City Approval of Donor's Name:** It is understood and agreed that Donor's naming right shall be permanent, but shall be subject to the City's naming policies as the same may exist at the time this Agreement is executed, or as amended by the City from time to time. A copy of the City's current Naming Policy for Parks and Recreational Facilities is attached.

It is further understood and agreed that in the event the City does not approve Donor's name selection, that Donor will have the option to offer another name proposal for consideration by the City or Donor's donation will be returned to Donor in full, without interest.

It is further understood that the City will retain the right to change the name following the approval of a name requested by the Donor, if circumstances change substantially so that the continued use of such name reflects negatively upon the City.

4. **Future Naming Policy:** Donor, or its assigns, may from time to time change the approved name designated by Donor, subject to approval by the City. Nothing herein shall obligate the City to approve a change in name from that originally approved by the City. In the event the City refuses to approve a name change, the previously approved name will remain.

5. **Contingent Gift:** It is understood and agreed between SRC and Donor that in the event the multi-use sports complex is not built or completed as represented by SRC, Donor's donation will be returned to Donor in full without interest.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seal the date and year above written.

SOCCKER RAPID CITY:

By:
Its:



President

DONOR:
Dodge Town, Inc.

By:
Its:



President

"DAKOTA FIELDS – DREAMS TO REALITY"

DONOR AGREEMENT

This Agreement is made this 1st day of April, 2014 between SOCCER RAPID CITY, a 501(c)(3) charitable organization ("SRC") and E & N St., LLC, a South Dakota limited liability company and J.A.K., Inc. a South Dakota corporation (collectively "Donor").

RECITALS

WHEREAS, SRC is engaged in a fund raising campaign called "Dakota Fields – Dreams to Reality" for the purpose of building and maintaining a sports complex which will be owned by the City of Rapid City, South Dakota ("City"); and

WHEREAS, as part of the fund raising campaign, SRC has solicited donations from individuals and companies in exchange for the opportunity to name various components of the sports complex; and

WHEREAS, the City of Rapid City has a naming policy with respect to naming city owned facilities and parks; and

WHEREAS, Donor is willing to make a monetary donation to the "Dakota Fields – Dreams to Reality" campaign in an amount hereinafter specified, provided Donor is permitted to name a specific component of the sports complex as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Donation**: Donor agrees to make a donation to the "Dakota Fields – Dreams to Reality" fund raising campaign on behalf of Soccer Rapid City, a 501(c)(3) public charity in the amount of \$125,000.00. Donor will pay said amount in the following manner:

Donor will pay \$25,000 each year for a period of five (5) years. Each annual payment shall be made on or before the 31st day of December each year beginning in 2014.

It is understood and agreed that in the event Donor elects to pay its donation over an agreed period of time, if Donor fails to complete its gift as agreed herein, that SRC will be entitled to offer the right to name the particular facility component chosen by Donor to a new donor without refund or reimbursement to Donor of any amounts paid pursuant to this agreement.

2. **Donor's Naming Opportunity:** In consideration of Donor's gift, Donor shall be allowed to designate a name for the following component of the sports complex, to-wit:

Championship Field – pick #1

Donor hereby designates "McDonald's" as the name to be used for this purpose.

3. **City Approval of Donor's Name:** It is understood and agreed that Donor's naming right shall be permanent, but shall be subject to the City's naming policies as the same may exist at the time this Agreement is executed, or as amended by the City from time to time. A copy of the City's current Naming Policy for Parks and Recreational Facilities is attached.

It is further understood and agreed that in the event the City does not approve Donor's name selection, that Donor will have the option to offer another name proposal for consideration by the City or Donor's donation will be returned to Donor in full, without interest.

It is further understood that the City will retain the right to change the name following the approval of a name requested by the Donor, if circumstances change substantially so that the continued use of such name reflects negatively upon the City.

4. **Future Naming Policy:** Donor, or its assigns, may from time to time change the approved name designated by Donor, subject to approval by the City. Nothing herein shall obligate the City to approve a change in name from that originally approved by the City. In the event the City refuses to approve a name change, the previously approved name will remain.


5. **Contingent Gift:** It is understood and agreed between SRC and Donor that in the event the multi-use sports complex is not built or completed as represented by SRC, Donor's donation will be returned to Donor in full without interest.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seal the date and year above written.

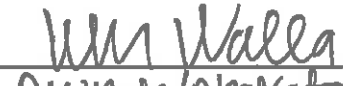
SOCCKER RAPID CITY:

By: 
Its: _____

DONOR:
E & N St. LLC

By: 
Its: Owner/operator

J.A.K., Inc.

By: 
Its: Owner/operator

"DAKOTA FIELDS – DREAMS TO REALITY"

DONOR AGREEMENT

This Agreement is made this 25th day of November, 2013 between SOCCER RAPID CITY, a 501(c)(3) charitable organization ("SRC") and Evans Orthodontics, PC, a South Dakota professional corporation ("Donor").

RECITALS

WHEREAS, SRC is engaged in a fund raising campaign called "Dakota Fields – Dreams to Reality" for the purpose of building and maintaining a sports complex which will be owned by the City of Rapid City, South Dakota ("City"); and

WHEREAS, as part of the fund raising campaign, SRC has solicited donations from individuals and companies in exchange for the opportunity to name various components of the sports complex; and

WHEREAS, the City of Rapid City has a naming policy with respect to naming city owned facilities and parks; and

WHEREAS, Donor is willing to make a monetary donation to the "Dakota Fields – Dreams to Reality" campaign in an amount hereinafter specified, provided Donor is permitted to name a specific component of the sports complex as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Donation:** Donor agrees to make a donation to the "Dakota Fields – Dreams to Reality" fund raising campaign on behalf of Soccer Rapid City, a 501(c)(3) public charity in the amount of \$25,000.00. Donor will pay said amount in the following manner:

Donor will pay \$5,000 each year for a period of five (5) years. Each annual payment shall be made on or before the 1st day of December each year

It is understood and agreed that in the event Donor elects to pay its donation over an agreed period of time, if Donor fails to complete its gift as agreed herein, that SRC will be entitled to offer the right to name the particular facility component chosen by Donor to a new donor without refund or reimbursement to Donor of any amounts paid pursuant to this agreement.

2. **Donor's Naming Opportunity:** In consideration of Donor's gift, Donor shall be allowed to designate a name for the following component of the sports complex, to-wit:

Gazebo – 4th pick

Donor hereby designates "Evans Orthodontics" as the name to be used for this purpose.

3. **City Approval of Donor's Name:** It is understood and agreed that Donor's naming right shall be permanent, but shall be subject to the City's naming policies as the same may exist at the time this Agreement is executed, or as amended by the City from time to time. A copy of the City's current Naming Policy for Parks and Recreational Facilities is attached.

It is further understood and agreed that in the event the City does not approve Donor's name selection, that Donor will have the option to offer another name proposal for consideration by the City or Donor's donation will be returned to Donor in full, without interest.

It is further understood that the City will retain the right to change the name following the approval of a name requested by the Donor, if circumstances change substantially so that the continued use of such name reflects negatively upon the City.


4. **Future Naming Policy:** Donor, or its assigns, may from time to time change the approved name designated by Donor, subject to approval by the City. Nothing herein shall obligate the City to approve a change in name from that originally approved by the City. In the event the City refuses to approve a name change, the previously approved name will remain.


5. **Contingent Gift:** It is understood and agreed between SRC and Donor that in the event the multi-use sports complex is not built or completed as represented by SRC, Donor's donation will be returned to Donor in full without interest.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seal the date and year above written.

SOCCKER RAPID CITY:

DONOR:
Evans Orthodontics, PC

By: 
Its: President

By: 
Its: President

**"DAKOTA FIELDS – DREAMS TO REALITY"
2nd AMENDED DONOR AGREEMENT**

This Agreement is made this 21st day of October, 2015 between SOCCER RAPID CITY, a 501(c)(3) charitable organization ("SRC") and First Interstate Bank ("Donor").

RECITALS

WHEREAS, SRC is engaged in a fund raising campaign called "Dakota Fields – Dreams to Reality" for the purpose of building and maintaining a sports complex which will be owned by the City of Rapid City, South Dakota ("City"); and

WHEREAS, as part of the fund raising campaign, SRC has solicited donations from individuals and companies in exchange for the opportunity to name various components of the sports complex or receive other recognition for such donation; and

WHEREAS, the City of Rapid City has a naming policy with respect to naming city owned facilities and parks; and

WHEREAS, Donor is willing to make a monetary donation to the "Dakota Fields – Dreams to Reality" campaign in an amount hereinafter specified, provided Donor receives appropriate recognition, as determined by SRC, for such donation at the multi- sport complex as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

- 1. Donation:** Donor agrees to make a donation to the "Dakota Fields – Dreams to Reality" fund raising campaign on behalf of Soccer Rapid City, a 501(c)(3) public charity in the total amount of \$20,000.00. It is acknowledged by the parties that Donor has previously donated \$12,500.00 pursuant to their original Donor Agreement dated April 22, 2014 and an additional \$5,000 pursuant to their Amended Donor Agreement dated September 5, 2014. Pursuant to this 2nd amendment, Donor will donate an additional \$2,500.00 on or before November 15, 2015 thereby completing their total donation of \$20,000.00.
- 2. Donor Recognition:** In consideration of Donor's gift, Donor shall be recognized for its contribution on the multi-use sports complex's "Boulevard of Champions".

3. Contingent Gift: It is understood and agreed between SRC and Donor that in the event the multi-use sports complex is not built or completed as represented by SRC, Donor's donation will be returned to Donor in full without interest.

4. Supersedes Prior Agreement: It is understood and agreed between SRC and Donor that this 2nd Amended Donor Agreement supersedes the previously executed Donor Agreement dated April 22, 2014 and the Amended Donor Agreement dated September 5, 2014.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seal the date and year above written.

SOCCER RAPID CITY:

DONOR:
First Interstate Bank

By: _____
Its: _____

By: _____
Its: _____

"DAKOTA FIELDS – DREAMS TO REALITY"

DONOR AGREEMENT

This Agreement is made this 27th day of May, 2014 between SOCCER RAPID CITY, a 501(c)(3) charitable organization ("SRC") and First National Bank ("Donor").

RECITALS

WHEREAS, SRC is engaged in a fund raising campaign called "Dakota Fields – Dreams to Reality" for the purpose of building and maintaining a sports complex which will be owned by the City of Rapid City, South Dakota ("City"); and

WHEREAS, as part of the fund raising campaign, SRC has solicited donations from individuals and companies in exchange for the opportunity to name various components of the sports complex; and

WHEREAS, the City of Rapid City has a naming policy with respect to naming city owned facilities and parks; and

WHEREAS, Donor is willing to make a monetary donation to the "Dakota Fields – Dreams to Reality" campaign in an amount hereinafter specified, provided Donor is permitted to name a specific component of the sports complex as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Donation:** Donor agrees to make a donation to the "Dakota Fields – Dreams to Reality" fund raising campaign on behalf of Soccer Rapid City, a 501(c)(3) public charity in the amount of \$25,000.00. Donor will pay said amount in the following manner:

Donor will pay \$5,000 each year for a period of five (5) years. Each annual payment shall be made on or before the 1st day of June each year commencing June 1, 2014.

It is understood and agreed that in the event Donor elects to pay its donation over an agreed period of time, if Donor fails to complete its gift as agreed herein, that SRC will be entitled to offer the right to name the particular facility component chosen by Donor to a new donor without refund or reimbursement to Donor of any amounts paid pursuant to this agreement.

2. **Donor's Naming Opportunity:** In consideration of Donor's gift, Donor shall be allowed to designate a name for the following component of the sports complex, to-wit:

Parking Lot Quadrant

Donor hereby designates "First National Bank" as the name to be used for this purpose.

3. **City Approval of Donor's Name:** It is understood and agreed that Donor's naming right shall be permanent, but shall be subject to the City's naming policies as the same may exist at the time this Agreement is executed, or as amended by the City from time to time. A copy of the City's current Naming Policy for Parks and Recreational Facilities is attached.

It is further understood and agreed that in the event the City does not approve Donor's name selection, that Donor will have the option to offer another name proposal for consideration by the City or Donor's donation will be returned to Donor in full, without interest.

It is further understood that the City will retain the right to change the name following the approval of a name requested by the Donor, if circumstances change substantially so that the continued use of such name reflects negatively upon the City.

4. **Future Naming Policy:** Donor, or its assigns, may from time to time change the approved name designated by Donor, subject to approval by the City. Nothing herein shall obligate the City to approve a change in name from that originally approved by the City. In the event the City refuses to approve a name change, the previously approved name will remain.

5. **Contingent Gift:** It is understood and agreed between SRC and Donor that in the event the multi-use sports complex is not built or completed as represented by SRC, Donor's donation will be returned to Donor in full without interest.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seal the date and year above written.

SOCCKER RAPID CITY:

By: 
Its: President

DONOR:

~~First National Bank~~

By: 
Its: Branch President

"DAKOTA FIELDS – DREAMS TO REALITY"

DONOR AGREEMENT

This Agreement is made this 13 day of March, 2015 between SOCCER RAPID CITY, a 501(c)(3) charitable organization ("SRC") and Forest Products Distributors, Inc. ("Donor").

RECITALS

WHEREAS, SRC is engaged in a fund raising campaign called "Dakota Fields – Dreams to Reality" for the purpose of building and maintaining a sports complex which will be owned by the City of Rapid City, South Dakota ("City"); and

WHEREAS, as part of the fund raising campaign, SRC has solicited donations from individuals and companies; and

WHEREAS, Donor is willing to make a monetary donation to the "Dakota Fields – Dreams to Reality" campaign in an amount hereinafter specified.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Donation:** Donor agrees to make a donation to the "Dakota Fields – Dreams to Reality" fund raising campaign on behalf of Soccer Rapid City, a 501(c)(3) public charity, in the amount of \$6,000.00. Donor will pay said amount in the following manner:


Donor will pay \$2,000 each year for a period of three (3) years. Each annual payment shall be made on or before the 10th day of February each year commencing February 10, 2015.

2. **Nature of Donation:** Donor's gift will be used for the general support and construction of the soccer complex. Donor is not intending to receive any naming opportunity in exchange for its donation, but instead the donation will be considered a "general donation".

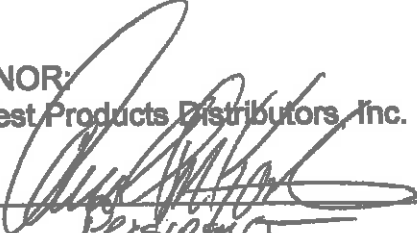
3. **Contingent Gift:** It is understood and agreed between SRC and Donor that in the event the multi-use sports complex is not built or completed as represented by SRC, Donor's donation will be returned to Donor in full without interest.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seal the date and year above written.

SOCCER RAPID CITY:

By: 
Its: President

DONOR:
Forest Products Distributors, Inc.

By: 
Its: President

Event Name: Dakota Fields-Soccer Rapid City

Sponsorship and Promotion Agreement

This Dakota Fields Sponsorship and Promotion Agreement (the "Agreement" is made and entered into as of
name of event

8/27/2014 ("Effective Date") by and between Great Western Bank, a South Dakota corporation (the "Sponsor"), and
date

Soccer Rapid City ("Event Promoter").
name of company hosting/owning event

Recitals

WHEREAS, Event Promoter owns/operates/promotes Dakota Fields,
name of event

which is a division of Soccer Rapid City, a 501(c)(3) entity
describe the event

presented by Event Promoter on N/A, 20 14 (the "Event");
event date(s)

WHEREAS, Sponsor desires to purchase certain promotional, sponsorship, advertising and/or other related rights with respect to the Event.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Agreement

1. Term of Agreement. This Agreement shall commence on the Effective Date and shall continue in full force and effect until the termination of the Event ("Original Term"), unless earlier terminated pursuant to Section 11 of this Agreement.
2. Sponsorship. Event Promoter represents that it has the right to grant and hereby grants to Sponsor the following rights and entitlements (collectively, the "Entitlements") for the Event [line out inapplicable language]:
 - (a) The exclusive non-exclusive sponsorship, promotional and advertising rights for the category of product/service providers commonly known as financial and banking service providers; and
 - (b) If there be a Schedule A attached hereto and signed by both parties, such additional rights and entitlements as may be specified in such Schedule A, the terms of which are incorporated herein and made a part of the Agreement. To the extent the terms of Schedule A conflict with the terms of the body of the Agreement, the terms in the body of the Agreement shall prevail.
3. Rights/Duties of Event Promoter. Event Promoter shall organize, promote, produce, operate and perform all of the acts necessary for the Event and shall provide Sponsor with the Entitlements as set forth in Section 2 above. Unless otherwise specified in Section 2 above, all costs and expenses associated with providing the Entitlements shall be borne by Event Promoter.

Media Exposure.

- (a) Print Advertising. To the extent Sponsor is entitled under Section 2 to any print or on-line advertising, articles, logo mention or other mention, to be placed in any selected print media outlets such as newspapers or magazines, Event Promoter shall submit to Sponsor for its prior approval the copy for any such print advertisements and the artwork for Sponsor's logo design; provided, however, that this section 4(a) shall not apply to the extent Sponsor provides Event Promoter with such material.
- (b) Signage/Displays. To the extent Sponsor is entitled under Section 2 to any signage or banner displays (including billboards, dioramas, and bus "wraps"), Event Promoter shall submit to Sponsor, for its prior approval, the artwork for such displays; provided, however, that this section 4(b) shall not apply to the extent Sponsor provides Event Promoter with such material.
- (c) Internet. To the extent Sponsor is entitled under Section 2 to any internet advertising, postings, emails, links, or other such internet-based exposure, the following applies:
- (i) Advertising. To the extent Sponsor is entitled to advertising, logo mention or other mention, to be placed on the Event website, the content, format, style, size and placement/distribution of the advertising (within its site or on any particular web page) shall be pre-approved by Sponsor in writing.
 - (ii) Links. To the extent the parties may agree to the placement of one or more links to each other's website, each party grants the other a non-exclusive limited right to use the other party's Proprietary Mark(s) (as defined below) to indicate the link. A party may not place the other party's web site pages within a "frame" or otherwise present the other party's website as part of its own.
 - (iii) General. Each party acknowledges that the other's site may be subject to temporary shutdowns for causes beyond the reasonable control of the operating party. Each party agrees to use reasonable good faith efforts to restore promptly the operability of its website.
5. Promotions and Material. To the extent Sponsor is entitled under Section 2 to make a promotional offer tied to the Event, Sponsor shall submit to Event Promoter, for its prior approval (which shall not be unreasonably withheld), a written description of the offer at least ten (10) days prior to the first date of the offer. Event Promoter and Sponsor agree to execute such further agreements as may be necessary or appropriate to memorialize such terms.
6. Sponsor Cash/Trade Commitment. If there be a Schedule B attached hereto and signed by both parties, such Schedule B shall specify the products, services and/or other in-kind compensation or commitments to be provided by Sponsor at Sponsor's expense (the "Trade Commitment") as well as the sponsorship fees (the "Fees") to be paid by Sponsor in connection with the Event. The terms of Schedule B are incorporated herein and made a part of the Agreement. To the extent the terms of Schedule B conflict with the terms of the body of the Agreement, the terms in the body of the Agreement shall prevail. Unless otherwise specified in this Agreement or the Schedules attached hereto any Trade Commitment provided by Sponsor in accordance with this Agreement may be used by Event Promoter in a manner reasonably related to the promotion of the Event. Unless otherwise described in Schedule B, Event Promoter shall provide Sponsor prior notice of the date, time, place and manner of delivery of any Trade Commitment, which delivery shall be at Event Promoter's expense. Any material provided by Sponsor shall be returned to Sponsor or, at the Sponsor's discretion, destroyed by Event Promoter immediately following the end of the Term.
7. Indemnification. Each party shall indemnify, defend and hold harmless the other party, its affiliates, and their respective employees and agents from, against, and with respect to any and all claims, actions, liabilities, losses, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") arising out of or relating to the indemnifying party's breach of this Agreement, negligence or willful misconduct, except that the indemnifying party shall not be obligated to indemnify the indemnified party to the extent such Losses arise out of the indemnified party's breach of this Agreement, negligence or willful misconduct.

8. Limitation of Liability. Sponsor's liability to the Event Promoter by reason of this Agreement shall not exceed the amount of the sponsorship Fee (or cash equivalent of any Trade Commitment) to be paid or provided by Sponsor under this Agreement. Sponsor shall not be liable for any other amount, including any special, punitive, incidental, indirect or consequential damages of any kind whatsoever.
9. Intellectual Property.
- (a) License to Names and Logos. Each of Sponsor and Event Promoter (each a "Grantor" and/or "Grantee" as the context requires) hereby grants to the other party, for the term of this Agreement (and any renewal thereof), a limited, non-exclusive license to use Grantor's name, logo, trademarks, service marks and any other proprietary marks or copyrights now or hereafter owned by Grantor, whether registered or owned under common law (the "Proprietary Marks"), which may be used as described in Section 2, and, upon Grantor's prior approval, in connection with the Event in any other advertising, promotion or communication that Grantee, in its reasonable judgment, determines is necessary or appropriate in order to publicize the Event or sponsorship of the Event.
- Grantee shall submit to Grantor for its prior approval, specimens of copy and usage intended by Grantee of Grantor's Proprietary Marks by no later than ten (10) business days prior to release date. Grantor expressly reserves the right to reject any copy or usage of its Proprietary Marks which it, in its sole discretion, reasonably deems to be inappropriate. Any copy or usage rejected shall not be used by Grantee. Grantor expressly reserves the right to discontinue use of, alter or change its own Proprietary Marks, in which event the Grantee must abide by the Grantor's directions concerning any such discontinuance of use, alteration or change of Grantor's Proprietary Marks.
- (b) Ownership Rights. Grantee acknowledges and agrees that the Grantor is and shall remain the sole and exclusive owner of Grantor's Proprietary Marks. Grantee agrees and covenants that it shall use or reproduce Grantor's Proprietary Marks without alteration or distortion and, when appropriate, the Proprietary Marks shall be accompanied by the applicable trademark symbol. Upon termination of this Agreement, Grantee shall immediately cease using any of Grantor's Proprietary Marks.
10. Relationship of the Parties. This Agreement does not constitute, and shall not be construed as constituting or creating a partnership, joint venture or agency relationship between Event Promoter and Sponsor. Neither party shall have any right to obligate or bind the other party in any manner whatsoever, except as authorized by the other party in advance in writing. Under no circumstances shall either party, in its dealings with third parties, undertake to act or hold itself out as the other party's agent or authorized representative, nor shall either party incur or purport to incur financial or legal obligations on the other's behalf.
11. Termination. This Agreement may be terminated by either party upon a material breach of any of the obligations or covenants of the other party under this Agreement. In the event either party believes it has cause for termination, it will notify, in writing, the other party of the specific cause, and, except as otherwise provided herein, the breaching party will have ten (10) business days within which to cure its breach to the satisfaction of the non-breaching party. If the breach is not cured within that period, the non-breaching party may terminate the Agreement with immediate effect, at which time Event Promoter shall return to Sponsor any Fees or Trade Commitment advanced by Sponsor that have not been reasonably expended by the Event Promoter on the Event.
12. Notices. Any notices which are required or permitted under the Agreement will be sent by first class mail, email, confirmed facsimile, or some other reliable method with the ability to confirm delivery, and will be deemed effective when received. Notices to Sponsor will be sent to Great Western Bank, 100 N. Phillips Avenue, Sioux Falls, SD 57104, Attention: Marketing, or emailed to marketing@greatwesternbank.com. Notices to Event Promoter will be sent to:

Contact name, address email and fax number (if applicable) of Event Promoter

Contact Info:

Roger Tellinghuisen
PO Box 1820
Rapid City, SD 57701


email: roger@denjen.com
fax #: 605-342-0732
tel. #: 605-342-2814

13. Miscellaneous Provisions.

- (a) Entire Agreement. This writing constitutes the entire agreement between Event Promoter and Sponsor concerning the subject matter hereof. As of the Effective Date, this Agreement supersedes and extinguishes any and all other prior and contemporaneous oral and written agreements or understandings between the parties relating to the subject matter hereof.
- (b) Parties of Interest. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the respective successors and permitted assigns of the parties hereto. Nothing contained herein shall be deemed to confer upon any other person any right or remedy under or by reason of this Agreement.
- (c) Governing Law. This Agreement shall be governed by the laws of the United States and the laws of the State of South Dakota without regard to its conflict of laws provisions. The parties hereby submit to the non-exclusive jurisdiction of the courts of the State of South Dakota and the United States of America sitting in the District of South Dakota. The parties hereby irrevocably waive any right to trial by jury in any proceeding related to this Agreement.
- (d) Assignment and Sublicense. Neither party shall assign or sublicense this Agreement or any of its rights and obligations hereunder without the prior written consent of the other party; provided, however, that Sponsor shall be entitled to assign or sublicense this Agreement to any of Sponsor's affiliates without the prior written consent of the Event Promoter.
- (e) Modifications and Waiver. This Agreement may not be modified and none of its terms may be waived, except in writing signed by both Sponsor and Event Promoter. The failure of either party to enforce, or the delay by either party in enforcing, any of their respective rights shall not be deemed a continuing waiver or a modification of this Agreement.
- (f) Severability. If any part of this Agreement shall be declared invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity of the balance of this Agreement.
- (g) Force Majeure. If, for any reason, such as wars, acts of God, riots, restraints of public authority, inclement weather, or for any other reason, similar or dissimilar, beyond its control, any party hereto is unable to perform its respective obligations in connection with the Event, such non-performance shall not be considered a breach of this Agreement.
- (h) Authority. Each party hereto represents and warrants that it has full power and authority to enter into this Agreement, to assume the obligations hereunder and that the execution, delivery and performance of this Agreement will not infringe upon the rights of any third party or violate the provisions of any other agreement to which such party is bound.
- (i) Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

Great Western Bank
By: _____
Name: Marv Larabee
Title: Group President

Soccer Rapid City
Full legal name of Event Promoter
By: 
Name: Greg Stone
Title: President

Schedule A

A.1. Subject to the terms and conditions of the Sponsorship and Promotion Agreement, Event Promoter shall provide Sponsor with the following entitlements. Unless otherwise indicated, Event Promoter shall be responsible for the design, creation, production and dissemination, as the case may be, of the following entitlements:

Detailed list of entitlements. Include size, shape, color, location and date of publication/delivery/etc. of all entitlement materials

Parking Lot Quadrant sign w/ Sponsor's name & logo. The size and design is under determination, subject to bank approval

Great Western Bank

By: _____

Name: Marv Larabee

Title: Group President

Soccer Rapid City

Full legal name of Event Promoter

By: 

Name: GREG STONE

Title: PRESIDENT

Schedule B

B.1. Trade Commitments:

Detailed list of Great Western Bank's Trade Commitments, if any. If none, write "Not Applicable".

N/A

B.2. Sponsor Cash Commitment/Fees. Sponsorship Fees are set forth below. Unless otherwise agreed upon in writing, Event Promoter shall invoice Sponsor for such Fees at the conclusion of the Event, which invoice is payable by Sponsor within 30 days of receipt thereof.

Describe fees, time and means of payment

\$25,000.00

Great Western Bank

Soccer Rapid City

Full legal name of Event Promoter

By: _____

By:  _____

Name: Marv Larabee

Name: GREG STONE

Title: Group President

Title: PRESIDENT

"DAKOTA FIELDS – DREAMS TO REALITY"

DONOR AGREEMENT

This Agreement is made this 27 day of November, 2013 between SOCCER RAPID CITY, a 501(c)(3) charitable organization ("SRC") and ISIS Hospitality, LLC, a South Dakota limited liability company ("Donor").

RECITALS

WHEREAS, SRC is engaged in a fund raising campaign called "Dakota Fields – Dreams to Reality" for the purpose of building and maintaining a sports complex which will be owned by the City of Rapid City, South Dakota ("City"); and

WHEREAS, as part of the fund raising campaign, SRC has solicited donations from individuals and companies in exchange for the opportunity to name various components of the sports complex; and

WHEREAS, the City of Rapid City has a naming policy with respect to naming city owned facilities and parks; and

WHEREAS, Donor is willing to make a monetary donation to the "Dakota Fields – Dreams to Reality" campaign in an amount hereinafter specified, provided Donor is permitted to name a specific component of the sports complex as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Donation:** Donor agrees to make a donation to the "Dakota Fields – Dreams to Reality" fund raising campaign on behalf of Soccer Rapid City, a 501(c)(3) public charity in the amount of \$100,000.00. Donor has previously donated the sum of \$63,408.00. Donor will pay the balance in the amount of \$36,592.00 in the following manner:

Donor will pay \$7,318.40 each year for a period of five (5) years. Each annual payment shall be made on or before the 1st day of APRIL each year

It is understood and agreed that in the event Donor elects to pay its donation over an agreed period of time, if Donor fails to complete its gift as agreed herein, that SRC will be entitled to offer the right to name the particular facility component chosen by Donor to a new donor without refund or reimbursement to Donor of any amounts paid pursuant to this agreement.

2. **Donor's Naming Opportunity:** In consideration of Donor's gift, Donor shall be allowed to designate a name for the following component of the sports complex, to-wit:

Regulation Field – 2nd pick
Gazebo – 1st pick

Donor hereby designates "WaTIKI Indoor Waterpark Resort" as the name to be used for this purpose.

3. **City Approval of Donor's Name:** It is understood and agreed that Donor's naming right shall be permanent, but shall be subject to the City's naming policies as the same may exist at the time this Agreement is executed, or as amended by the City from time to time. A copy of the City's current Naming Policy for Parks and Recreational Facilities is attached.

It is further understood and agreed that in the event the City does not approve Donor's name selection, that Donor will have the option to offer another name proposal for consideration by the City or Donor's donation will be returned to Donor in full, without interest.

It is further understood that the City will retain the right to change the name following the approval of a name requested by the Donor, if circumstances change substantially so that the continued use of such name reflects negatively upon the City.

4. **Future Naming Policy:** Donor, or its assigns, may from time to time change the approved name designated by Donor, subject to approval by the City. Nothing herein shall obligate the City to approve a change in name from that originally approved by the City. In the event the City refuses to approve a name change, the previously approved name will remain.

5. **Contingent Gift:** It is understood and agreed between SRC and Donor that in the event the multi-use sports complex is not built or completed as represented by SRC, Donor's donation will be returned to Donor in full without interest.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seal the date and year above written.

SOCCKER RAPID CITY:

By: 
Its: _____
President

DONOR:
ISIS Hospitality, LLC

By: 
Its: _____
Managing Partner

"DAKOTA FIELDS – DREAMS TO REALITY"

DONOR AGREEMENT

This Agreement is made this 11th day of June, 2015 between SOCCER RAPID CITY, a 501(c)(3) charitable organization ("SRC") and Ketel Thorstenson, LLP 810 Quincy St., PO Box 3140, Rapid City, SD 57709 (collectively "Donor").

RECITALS

WHEREAS, SRC is engaged in a fund raising campaign called "Dakota Fields – Dreams to Reality" for the purpose of building and maintaining a sports complex which will be owned by the City of Rapid City, South Dakota ("City"); and

WHEREAS, as part of the fund raising campaign, SRC has solicited donations from individuals and companies in exchange for the opportunity to name various components of the sports complex; and

WHEREAS, the City of Rapid City has a naming policy with respect to naming city owned facilities and parks; and

WHEREAS, Donor is willing to make a monetary donation to the "Dakota Fields – Dreams to Reality" campaign in an amount hereinafter specified, provided Donor is permitted to name a specific component of the sports complex as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Donation:** Donor agrees to make a donation to the "Dakota Fields – Dreams to Reality" fund raising campaign on behalf of Soccer Rapid City, a 501(c)(3) public charity in the amount of \$20,000.00. Donor will pay said amount in the following manner:

Donor will pay \$4,000 each year for a period of five (5) years. Each annual payment shall be made on or before the 1st day of June each year beginning in 2015.

It is understood and agreed that in the event Donor elects to pay its donation over an agreed period of time, if Donor fails to complete its gift as agreed herein, that SRC will be entitled to offer the right to name the particular facility component chosen by Donor to a new donor without refund or reimbursement to Donor of any amounts paid pursuant to this agreement.

2. **Donor's Naming Opportunity:** In consideration of Donor's gift, Donor shall be allowed to designate a name for the following component of the sports complex, to-wit:

Boulevard of Champions

Donor hereby designates "Ketel Thorstenson, LLP" as the name to be used for this purpose.

3. **City Approval of Donor's Name:** It is understood and agreed that Donor's naming right shall be permanent, but shall be subject to the City's naming policies as the same may exist at the time this Agreement is executed, or as amended by the City from time to time. A copy of the City's current Naming Policy for Parks and Recreational Facilities is attached.

It is further understood and agreed that in the event the City does not approve Donor's name selection, that Donor will have the option to offer another name proposal for consideration by the City or Donor's donation will be returned to Donor in full, without interest.

It is further understood that the City will retain the right to change the name following the approval of a name requested by the Donor, if circumstances change substantially so that the continued use of such name reflects negatively upon the City.

4. **Future Naming Policy:** Donor, or its assigns, may from time to time change the approved name designated by Donor, subject to approval by the City. Nothing herein shall obligate the City to approve a change in name from that originally approved by the City. In the event the City refuses to approve a name change, the previously approved name will remain.

5. **Contingent Gift:** It is understood and agreed between SRC and Donor that in the event the multi-use sports complex is not built or completed as represented by SRC, Donor's donation will be returned to Donor in full without interest.


IN WITNESS WHEREOF, the parties hereunto have set their hands and seal the date and year above written.

SOCCKER RAPID CITY:

By: 
Its: President

DONOR:

Ketel Thorstenson, LLP

By: 
Its: Managers Partner

"DAKOTA FIELDS – DREAMS TO REALITY"

DONOR AGREEMENT

This Agreement is made this 26th day of November, 2013 between SOCCER RAPID CITY, a 501(c)(3) charitable organization ("SRC") and M.G. Oil, Inc., a South Dakota corporation ("Donor").

RECITALS

WHEREAS, SRC is engaged in a fund raising campaign called "Dakota Fields – Dreams to Reality" for the purpose of building and maintaining a sports complex which will be owned by the City of Rapid City, South Dakota ("City"); and

WHEREAS, as part of the fund raising campaign, SRC has solicited donations from individuals and companies in exchange for the opportunity to name various components of the sports complex; and

WHEREAS, the City of Rapid City has a naming policy with respect to naming city owned facilities and parks; and

WHEREAS, Donor is willing to make a monetary donation to the "Dakota Fields – Dreams to Reality" campaign in an amount hereinafter specified, provided Donor is permitted to name a specific component of the sports complex as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Donation:** Donor agrees to make a donation to the "Dakota Fields – Dreams to Reality" fund raising campaign on behalf of Soccer Rapid City, a 501(c)(3) public charity in the amount of \$100,000.00. Donor will pay said amount in the following manner:

Donor will pay \$20,000 each year for a period of five (5) years. Each annual payment shall be made on or before the 1st day of September each year with the first payment having been made on September 1, 2013.

It is understood and agreed that in the event Donor elects to pay its donation over an agreed period of time, if Donor fails to complete its gift as agreed herein, that SRC will be entitled to offer the right to name the particular facility component chosen by Donor to a new donor without refund or reimbursement to Donor of any amounts paid pursuant to this agreement.

2. **Donor's Naming Opportunity:** In consideration of Donor's gift, Donor shall be allowed to designate a name for the following component of the sports complex, to-wit:

Regulation Field – pick #1
Gazebo – pick #3

Donor hereby designates "Corner Pantry" as the name to be used for the regulation field and "Flying J" as the name to be used for the gazebo.

3. **City Approval of Donor's Name:** It is understood and agreed that Donor's naming right shall be permanent, but shall be subject to the City's naming policies as the same may exist at the time this Agreement is executed, or as amended by the City from time to time. A copy of the City's current Naming Policy for Parks and Recreational Facilities is attached.

It is further understood and agreed that in the event the City does not approve Donor's name selection, that Donor will have the option to offer another name proposal for consideration by the City or Donor's donation will be returned to Donor in full, without interest.

It is further understood that the City will retain the right to change the name following the approval of a name requested by the Donor, if circumstances change substantially so that the continued use of such name reflects negatively upon the City.

4. **Future Naming Policy:** Donor, or its assigns, may from time to time change the approved name designated by Donor, subject to approval by the City. Nothing herein shall obligate the City to approve a change in name from that originally approved by the City. In the event the City refuses to approve a name change, the previously approved name will remain.

5. **Contingent Gift:** It is understood and agreed between SRC and Donor that in the event the multi-use sports complex is not built or completed as represented by SRC, Donor's donation will be returned to Donor in full without interest.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seal the date and year above written.

SOCCKER RAPID CITY:

By: *Greg Stone*
Its: President

DONOR:
M.G. Oil, Inc.

By: *Troy Erickson*
Its: PRESIDENT

"DAKOTA FIELDS – DREAMS TO REALITY"

DONOR AGREEMENT

This Agreement is made this 1st day of November, 2013 between SOCCER RAPID CITY, a 501(c)(3) charitable organization ("SRC") and Michael and Kelly Maguire ("Donor").

RECITALS

WHEREAS, SRC is engaged in a fund raising campaign called "Dakota Fields – Dreams to Reality" for the purpose of building and maintaining a sports complex which will be owned by the City of Rapid City, South Dakota ("City"); and

WHEREAS, as part of the fund raising campaign, SRC has solicited donations from individuals and companies in exchange for the opportunity to name various components of the sports complex; and

WHEREAS, the City of Rapid City has a naming policy with respect to naming city owned facilities and parks; and

WHEREAS, Donor is willing to make a monetary donation to the "Dakota Fields – Dreams to Reality" campaign in an amount hereinafter specified, provided Donor is permitted to name a specific component of the sports complex as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Donation:** Donor agrees to make a donation to the "Dakota Fields – Dreams to Reality" fund raising campaign on behalf of Soccer Rapid City, a 501(c)(3) public charity in the amount of \$10,000.00. Donor will pay said amount in the following manner:

Donor will pay \$2,000 each year for a period of five (5) years. Each annual payment shall be made on or before the 1st day of October each year

It is understood and agreed that in the event Donor elects to pay its donation over an agreed period of time, if Donor fails to complete its gift as agreed herein, that SRC will be entitled to offer the right to name the particular facility component chosen by Donor to a new donor without refund or reimbursement to Donor of any amounts paid pursuant to this agreement.

2. **Donor's Naming Opportunity:** In consideration of Donor's gift, Donor shall be allowed to designate a name for the following component of the sports complex, to-wit:

Small meeting room inside commons

Donor hereby designates "Maguire Family" as the name to be used for this purpose.

3. **City Approval of Donor's Name:** It is understood and agreed that Donor's naming right shall be permanent, but shall be subject to the City's naming policies as the same may exist at the time this Agreement is executed, or as amended by the City from time to time. A copy of the City's current Naming Policy for Parks and Recreational Facilities is attached.

It is further understood and agreed that in the event the City does not approve Donor's name selection, that Donor will have the option to offer another name proposal for consideration by the City or Donor's donation will be returned to Donor in full, without interest.



It is further understood that the City will retain the right to change the name following the approval of a name requested by the Donor, if circumstances change substantially so that the continued use of such name reflects negatively upon the City.

4. **Future Naming Policy:** Donor, or its assigns, may from time to time change the approved name designated by Donor, subject to approval by the City. Nothing herein shall obligate the City to approve a change in name from that originally approved by the City. In the event the City refuses to approve a name change, the previously approved name will remain.

5. **Contingent Gift:** It is understood and agreed between SRC and Donor that in the event the multi-use sports complex is not built or completed as represented by SRC, Donor's donation will be returned to Donor in full without interest.



IN WITNESS WHEREOF, the parties hereunto have set their hands and seal the date and year above written.

SOCCKER RAPID CITY:

By: 
Its: 

DONOR:

Michael and Kelly Maguire


Michael Maguire

Kelly Maguire

"DAKOTA FIELDS -- DREAMS TO REALITY"

DONOR AGREEMENT

This Agreement is made this 27th day of November, 2013 between SOCCER RAPID CITY, a 501(c)(3) charitable organization ("SRC") and Meyer & Dana Orthodontics ("Donor").

RECITALS

WHEREAS, SRC is engaged in a fund raising campaign called "Dakota Fields -- Dreams to Reality" for the purpose of building and maintaining a sports complex which will be owned by the City of Rapid City, South Dakota ("City"); and

WHEREAS, as part of the fund raising campaign, SRC has solicited donations from individuals and companies in exchange for the opportunity to name various components of the sports complex; and

WHEREAS, the City of Rapid City has a naming policy with respect to naming city owned facilities and parks; and

WHEREAS, Donor is willing to make a monetary donation to the "Dakota Fields -- Dreams to Reality" campaign in an amount hereinafter specified, provided Donor is permitted to name a specific component of the sports complex as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Donation**: Donor agrees to make a donation to the "Dakota Fields -- Dreams to Reality" fund raising campaign on behalf of Soccer Rapid City, a 501(c)(3) public charity in the amount of \$25,000.00. Donor will pay said amount in the following manner:

Donor will pay \$5,000 each year for a period of five (5) years. Each annual payment shall be made on or before the 30th day of October each year

It is understood and agreed that in the event Donor elects to pay its donation over an agreed period of time, if Donor fails to complete its gift as agreed herein, that SRC will be entitled to offer the right to name the particular facility component chosen by Donor to a new donor without refund or reimbursement to Donor of any amounts paid pursuant to this agreement.

2. **Donor's Naming Opportunity:** In consideration of Donor's gift, Donor shall be allowed to designate a name for the following component of the sports complex, to-wit:

Gazebo #6

Donor hereby designates "Meyer & Dana Orthodontics" as the name to be used for this purpose.

3. **City Approval of Donor's Name:** It is understood and agreed that Donor's naming right shall be permanent, but shall be subject to the City's naming policies as the same may exist at the time this Agreement is executed, or as amended by the City from time to time. A copy of the City's current Naming Policy for Parks and Recreational Facilities is attached.

It is further understood and agreed that in the event the City does not approve Donor's name selection, that Donor will have the option to offer another name proposal for consideration by the City or Donor's donation will be returned to Donor in full, without interest.


It is further understood that the City will retain the right to change the name following the approval of a name requested by the Donor, if circumstances change substantially so that the continued use of such name reflects negatively upon the City.

4. **Future Naming Policy:** Donor, or its assigns, may from time to time change the approved name designated by Donor, subject to approval by the City. Nothing herein shall obligate the City to approve a change in name from that originally approved by the City. In the event the City refuses to approve a name change, the previously approved name will remain.


5. **Contingent Gift:** It is understood and agreed between SRC and Donor that in the event the multi-use sports complex is not built or completed as represented by SRC, Donor's donation will be returned to Donor in full without interest.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seal the date and year above written.

SOCCKER RAPID CITY:

By: 
Its: President

DONOR:
Meyer & Dana Orthodontics

By: 
Its: President

"DAKOTA FIELDS – DREAMS TO REALITY"

AMENDED ADVERTISING AGREEMENT

This Agreement is made this 16th day of March, 2015 between SOCCER RAPID CITY, ("SRC") and Moyle Petroleum Company, a South Dakota corporation ("Moyle").

RECITALS

WHEREAS, SRC is engaged in a fund raising campaign called "Dakota Fields – Dreams to Reality" for the purpose of building and maintaining a sports complex which will be owned by the City of Rapid City, South Dakota ("City"); and

WHEREAS, as part of the fund raising campaign, SRC has solicited commitments for advertising from individuals and companies in exchange for the opportunity to place certain advertisements at the sports complex; and

WHEREAS, the City of Rapid City has a policy with respect to advertising at city owned facilities and parks; and

WHEREAS, Moyle is willing to enter into an agreement for the placement of Moyle's advertising at the sports complex as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Advertising Fee:** Moyle agrees to pay the sum of \$75,000.00 ("Advertising Fee") for the right to place an advertisement as set forth below at the sports complex. Moyle agrees to pay said Advertising Fee in the following manner:

Moyle will pay \$15,000 each year for a period of five (5) years. Each annual payment shall be made on or before the 1st day of April each year commencing 2015.

It is understood and agreed that in the event Moyle elects to pay its Advertising Fee over an agreed period of time, if Moyle fails to pay as agreed herein, this agreement shall terminate and that SRC will be entitled to offer the right to advertise at the sports complex as hereinafter described to a new advertiser without refund or reimbursement to Moyle of any amounts paid pursuant to this agreement.

2. **Moyle's Advertisement:** In consideration of Moyle's payment of the agreed upon Advertising Fee set forth above, Moyle shall be allowed to place its chosen advertisement copy on the following component of the sports complex, to-wit:

Two (2) scoreboards to be located
on the Championship fields
of the sports complex

Moyle hereby designates "Common Cents" as the advertisement copy to be used for this purpose. A copy of Moyle's chosen advertising copy is attached hereto. It is understood and agreed by the parties hereto that an additional advertiser's copy (Pepsi) and the field sponsor will be located on the scoreboards referenced above as shown on the attached drawing and that SRC will receive additional fees from any such advertiser and sponsor which will be in addition to Moyle's agreed upon Advertising Fee.

3. **City Approval of Moyle's Advertisement Copy:** It is understood and agreed that Moyle's right to place its advertisement copy on the two score boards shall be for a period of ten (10) years (Advertising Period). The Advertising Period shall commence when league play begins on substantially all 12 of the soccer fields in the sports complex on a regular basis without interruption except for routine maintenance and repair. At such time the parties agree to execute a memorandum confirming the start date of the Advertising Period. Moyle's right to advertise on such score boards shall be subject to any applicable City policies as the same may exist at the time this Agreement is executed, or as amended by the City from time to time.

It is further understood and agreed that in the event the City does not approve Moyle's initial advertisement copy, Moyle will have the option to offer another advertising copy proposal for consideration by the City or Moyle's Advertising Fee will be returned to Moyle in full, without interest.

It is further understood that the City will retain the right to discontinue Moyle's advertisement copy following City's initial approval, if circumstances change substantially so that the continued use of such advertisement copy reflects negatively upon the City. In such event, this Agreement shall terminate and Moyle shall have no further obligation to pay Advertising Fees for any years remaining under this Agreement and SRC shall be entitled to solicit a new advertiser to replace Moyle.

4. **Future Advertising Policy:** Moyle, or its assigns, may from time to time change the approved advertisement copy designated by Moyle, subject to approval by the City and subject to Moyle paying for any additional costs incurred by SRC in changing its advertising copy. Nothing herein shall obligate the City to approve a change in advertising copy from that originally approved by the City. In the event the City refuses to approve an advertising copy change, the previously approved advertising copy will remain.

5. **Advertiser's Right of First Refusal:** Upon the expiration of the term of this Agreement, Moyle shall have a right of first refusal to continue its advertising on the scoreboards referenced above for one additional term of 10 years upon the same

terms and conditions set forth herein. Upon the expiration of the initial 10 year term or any additional term exercised by Moyle, if Moyle chooses not to continue its advertising, this Agreement shall terminate. Any agreement for the continuation of Moyle's advertising shall be in writing and executed by the parties hereto and approved by the City.

6. **Contingent Payment of Advertising Fee:** It is understood and agreed between SRC and Moyle that in the event the multi-use sports complex is not built or completed as represented by SRC, any Advertising Fee paid by Moyle will be returned to Moyle in full without interest.

7. **Supersedes Prior Agreement:** It is understood and agreed between SRC and Donor that this Amended Donor Agreement supersedes the previously executed Donor Agreement dated June 3, 2014

8. **Binding Agreement:** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.


IN WITNESS WHEREOF, the parties hereunto have set their hands and seal the date and year above written.

SOCCER RAPID CITY:

ADVERTISER:

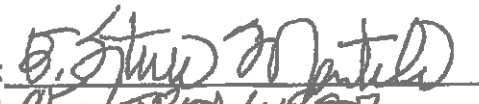
Moyle Petroleum Company

By:
Its:



President

By:
Its:



CEO/TREASURER

"DAKOTA FIELDS – DREAMS TO REALITY"

DONOR AGREEMENT

This Agreement is made this 20th day of November, 2015 between SOCCER RAPID CITY, a 501(c)(3) charitable organization ("SRC") Northcott Hospitality, 250 Lake Drive East, Chanhassen, MN 55317 ("Donor").

RECITALS

WHEREAS, SRC is engaged in a fund raising campaign called "Dakota Fields – Dreams to Reality" for the purpose of building and maintaining a sports complex which will be owned by the City of Rapid City, South Dakota ("City"), and

WHEREAS, as part of the fund raising campaign, SRC has solicited donations from individuals and companies in exchange for the opportunity to name various components of the sports complex; and

WHEREAS, the City of Rapid City has a naming policy with respect to naming city owned facilities and parks, and

WHEREAS, Donor is willing to make a monetary donation to the "Dakota Fields – Dreams to Reality" campaign in an amount hereinafter specified, provided Donor is permitted to name a specific component of the sports complex as hereinafter set forth

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows.

1 **Donation**. Donor agrees to make a donation to the "Dakota Fields – Dreams to Reality" fund raising campaign on behalf of Soccer Rapid City, a 501(c)(3) public charity in the amount of \$12,500 00 Donor will pay said amount in the following manner:

Donor will pay \$12,500 on or before the 1st day of December, 2015.

It is understood and agreed that in the event Donor elects to pay its donation over an agreed period of time, if Donor fails to complete its gift as agreed herein, that SRC will be entitled to offer the right to name the particular facility component chosen by Donor to a new donor without refund or reimbursement to Donor of any amounts paid pursuant to this agreement.

2 **Donor's Naming Opportunity**: In consideration of Donor's gift, Donor shall be allowed to designate a name for the following component of the sports complex, to-wit:

Parking Lot End Cap sign

Donor hereby designates "Perkins Restaurant and Bakery" as the name to be used for this purpose.

3 **City Approval of Donor's Name.** It is understood and agreed that Donor's naming right shall be permanent, but shall be subject to the City's naming policies as the same may exist at the time this Agreement is executed, or as amended by the City from time to time. A copy of the City's current Naming Policy for Parks and Recreational Facilities is attached.

It is further understood and agreed that in the event the City does not approve Donor's name selection, that Donor will have the option to offer another name proposal for consideration by the City or Donor's donation will be returned to Donor in full, without interest.


It is further understood that the City will retain the right to change the name following the approval of a name requested by the Donor, if circumstances change substantially so that the continued use of such name reflects negatively upon the City.

4 **Future Naming Policy.** Donor, or its assigns, may from time to time change the approved name designated by Donor, subject to approval by the City. Nothing herein shall obligate the City to approve a change in name from that originally approved by the City. In the event the City refuses to approve a name change, the previously approved name will remain.

5. **Contingent Gift:** It is understood and agreed between SRC and Donor that in the event the multi-use sports complex is not built or completed as represented by SRC, Donor's donation will be returned to Donor in full without interest.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seal the date and year above written.

SOCCER RAPID CITY

By: 
Its: President

DONOR:

Northcott Hospitality

By: 
Its: JCF

"DAKOTA FIELDS – DREAMS TO REALITY"

DONOR AGREEMENT

This Agreement is made this 16 day of July, 2014 between SOCCER RAPID CITY, a 501(c)(3) charitable organization ("SRC") and Pioneer Bank and The Clarkson Foundation (collectively, "Donor").

+ Trust

RECITALS

WHEREAS, SRC is engaged in a fund raising campaign called "Dakota Fields – Dreams to Reality" for the purpose of building and maintaining a sports complex which will be owned by the City of Rapid City, South Dakota ("City"); and

WHEREAS, as part of the fund raising campaign, SRC has solicited donations from individuals and companies in exchange for the opportunity to name various components of the sports complex; and

WHEREAS, the City of Rapid City has a naming policy with respect to naming city owned facilities and parks; and

WHEREAS, Donor is willing to make a monetary donation to the "Dakota Fields – Dreams to Reality" campaign in an amount hereinafter specified, provided Donor is permitted to name a specific component of the sports complex as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Donation**: Donor agrees to make a donation to the "Dakota Fields – Dreams to Reality" fund raising campaign on behalf of Soccer Rapid City, a 501(c)(3) public charity in the amount of \$25,000.00. Donor will pay said amount in the following manner:

Donor will pay \$5,000 each year for a period of five (5) years. Each annual payment shall be made on or before the 15th day of January each year commencing January 1, 2015.

It is understood and agreed that in the event Donor elects to pay its donation over an agreed period of time, if Donor fails to complete its gift as agreed herein, that SRC will be entitled to offer the right to name the particular facility component chosen by Donor to a new donor without refund or reimbursement to Donor of any amounts paid pursuant to this agreement.

2. **Donor's Naming Opportunity:** In consideration of Donor's gift, Donor shall be allowed to designate a name for the following component of the sports complex, to-wit:

Gazebo – 8th pick

Donor hereby designates "Pioneer Bank & Trust/Clarkson Foundation" as the name to be used for this purpose.

3. **City Approval of Donor's Name:** It is understood and agreed that Donor's naming right shall be permanent, but shall be subject to the City's naming policies as the same may exist at the time this Agreement is executed, or as amended by the City from time to time. A copy of the City's current Naming Policy for Parks and Recreational Facilities is attached.

It is further understood and agreed that in the event the City does not approve Donor's name selection, that Donor will have the option to offer another name proposal for consideration by the City or Donor's donation will be returned to Donor in full, without interest.

It is further understood that the City will retain the right to change the name following the approval of a name requested by the Donor, if circumstances change substantially so that the continued use of such name reflects negatively upon the City.

4. **Future Naming Policy:** Donor, or its assigns, may from time to time change the approved name designated by Donor, subject to approval by the City. Nothing herein shall obligate the City to approve a change in name from that originally approved by the City. In the event the City refuses to approve a name change, the previously approved name will remain.

5. **Contingent Gift:** It is understood and agreed between SRC and Donor that in the event the multi-use sports complex is not built or completed as represented by SRC, Donor's donation will be returned to Donor in full without interest.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seal the date and year above written.

SOCCKER RAPID CITY:

By: [Signature]
Its: President

DONOR:
Pioneer Bank & Trust
By: [Signature]
Its: SVP

The Clarkson Foundation
By: [Signature] SVP, SIB

"DAKOTA FIELDS – DREAMS TO REALITY"

DONOR AGREEMENT

This Agreement is made this 20th day of March, 2014 between SOCCER RAPID CITY, a 501(c)(3) charitable organization ("SRC") and Platinum Restaurant Group, Inc, a South Dakota corporation ("Donor").

RECITALS

WHEREAS, SRC is engaged in a fund raising campaign called "Dakota Fields – Dreams to Reality" for the purpose of building and maintaining a sports complex which will be owned by the City of Rapid City, South Dakota ("City"); and

WHEREAS, as part of the fund raising campaign, SRC has solicited donations from individuals and companies in exchange for the opportunity to name various components of the sports complex; and

WHEREAS, the City of Rapid City has a naming policy with respect to naming city owned facilities and parks; and

WHEREAS, Donor is willing to make a monetary donation to the "Dakota Fields – Dreams to Reality" campaign in an amount hereinafter specified, provided Donor is permitted to name a specific component of the sports complex as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Donation**: Donor agrees to make a donation to the "Dakota Fields – Dreams to Reality" fund raising campaign on behalf of Soccer Rapid City, a 501(c)(3) public charity in the amount of \$75,000.00. Donor will pay said amount in the following manner:

Donor will pay \$15,000 each year for a period of five (5) years. Each annual payment shall be made on or before the 31st day of December each year beginning in 2014.

It is understood and agreed that in the event Donor elects to pay its donation over an agreed period of time, if Donor fails to complete its gift as agreed herein, that SRC will be entitled to offer the right to name the particular facility component chosen by Donor to a new donor without refund or reimbursement to Donor of any amounts paid pursuant to this agreement.

2. **Donor's Naming Opportunity:** In consideration of Donor's gift, Donor shall be allowed to designate a name for the following component of the sports complex, to-wit:

Regulation Field – pick #6

Donor hereby designates "POPEYES!" as the name to be used for this purpose.

3. **City Approval of Donor's Name:** It is understood and agreed that Donor's naming right shall be permanent, but shall be subject to the City's naming policies as the same may exist at the time this Agreement is executed, or as amended by the City from time to time. A copy of the City's current Naming Policy for Parks and Recreational Facilities is attached.

It is further understood and agreed that in the event the City does not approve Donor's name selection, that Donor will have the option to offer another name proposal for consideration by the City or Donor's donation will be returned to Donor in full, without interest.

It is further understood that the City will retain the right to change the name following the approval of a name requested by the Donor, if circumstances change substantially so that the continued use of such name reflects negatively upon the City.

4. **Future Naming Policy:** Donor, or its assigns, may from time to time change the approved name designated by Donor, subject to approval by the City. Nothing herein shall obligate the City to approve a change in name from that originally approved by the City. In the event the City refuses to approve a name change, the previously approved name will remain.

5. **Contingent Gift:** It is understood and agreed between SRC and Donor that in the event the multi-use sports complex is not built or completed as represented by SRC, Donor's donation will be returned to Donor in full without interest.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seal the date and year above written.

SOCCER RAPID CITY:


By:
Its:



DONOR:

Platinum Restaurant Group, Inc.

By:
Its:



"DAKOTA FIELDS – DREAMS TO REALITY"

DONOR AGREEMENT

This Agreement is made this 15th day of December, 2015 between SOCCER RAPID CITY, a 501(c)(3) charitable organization ("SRC") and Queen City Acquisitions, LLC d/b/a Whites Queen City Motors, Spearfish, SD 57783 ("Donor").

RECITALS

WHEREAS, SRC is engaged in a fund raising campaign called "Dakota Fields – Dreams to Reality" for the purpose of building and maintaining a sports complex which will be owned by the City of Rapid City, South Dakota ("City"); and

WHEREAS, as part of the fund raising campaign, SRC has solicited donations from individuals and companies in exchange for the opportunity to name various components of the sports complex; and

WHEREAS, the City of Rapid City has a naming policy with respect to naming city owned facilities and parks; and

WHEREAS, Donor is willing to make a monetary donation to the "Dakota Fields – Dreams to Reality" campaign in an amount hereinafter specified, provided Donor is permitted to name a specific component of the sports complex as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Donation**: Donor agrees to make a donation to the "Dakota Fields – Dreams to Reality" fund raising campaign on behalf of Soccer Rapid City, a 501(c)(3) public charity in the amount of \$75,000.00. Donor will pay said amount in the following manner:

Donor will pay \$15,000 each year for a period of five (5) years. Each annual payment shall be made on or before the 15th day of December each year beginning in 2015.

It is understood and agreed that in the event Donor elects to pay its donation over an agreed period of time, if Donor fails to complete its gift as agreed herein, that SRC will be entitled to offer the right to name the particular facility component chosen by Donor to a new donor without refund or reimbursement to Donor of any amounts paid pursuant to this agreement.

2. **Donor's Naming Opportunity:** In consideration of Donor's gift, Donor shall be allowed to designate a name for the following component of the sports complex, to-wit:

Regulation Field – pick #10

Donor hereby designates "White's Queen City Motors" as the name to be used for this purpose.

3. **City Approval of Donor's Name:** It is understood and agreed that Donor's naming right shall be permanent, but shall be subject to the City's naming policies as the same may exist at the time this Agreement is executed, or as amended by the City from time to time. A copy of the City's current Naming Policy for Parks and Recreational Facilities is attached.

It is further understood and agreed that in the event the City does not approve Donor's name selection, that Donor will have the option to offer another name proposal for consideration by the City or Donor's donation will be returned to Donor in full, without interest.


It is further understood that the City will retain the right to change the name following the approval of a name requested by the Donor, if circumstances change substantially so that the continued use of such name reflects negatively upon the City.

4. **Future Naming Policy:** Donor, or its assigns, may from time to time change the approved name designated by Donor, subject to approval by the City. Nothing herein shall obligate the City to approve a change in name from that originally approved by the City. In the event the City refuses to approve a name change, the previously approved name will remain.

5. **Contingent Gift:** It is understood and agreed between SRC and Donor that in the event the multi-use sports complex is not built or completed as represented by SRC, Donor's donation will be returned to Donor in full without interest.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seal the date and year above written.

SOCCKER RAPID CITY:

By: 
Its: President

DONOR:

Queen City Acquisition, LLC d/b/a
Whites Queen City Motors

By: 
Its: Executive Manager

"DAKOTA FIELDS – DREAMS TO REALITY"

AMENDED DONOR AGREEMENT

This Agreement is made this 18th day of ~~October~~ ^{November}, 2014 between SOCCER RAPID CITY, a 501(c)(3) charitable organization ("SRC") and R.C.S. Construction, Inc., a South Dakota corporation ("Donor").

RECITALS

WHEREAS, SRC is engaged in a fund raising campaign called "Dakota Fields – Dreams to Reality" for the purpose of building and maintaining a sports complex which will be owned by the City of Rapid City, South Dakota ("City"); and

WHEREAS, as part of the fund raising campaign, SRC has solicited donations from individuals and companies in exchange for the opportunity to name various components of the sports complex; and

WHEREAS, the City of Rapid City has a naming policy with respect to naming city owned facilities and parks; and

WHEREAS, Donor is willing to make a monetary donation to the "Dakota Fields – Dreams to Reality" campaign in an amount hereinafter specified, provided Donor is permitted to name a specific component of the sports complex as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Donation**: Donor agrees to make a donation to the "Dakota Fields – Dreams to Reality" fund raising campaign on behalf of Soccer Rapid City, a 501(c)(3) public charity in the amount of \$150,000.00. Donor will pay said amount in the following manner:

Donor has already paid \$75,000. Donor will pay an additional \$15,000 each year for a period of five (5) years for a total of \$150,000. Each annual payment shall be made on or before the 31st day of December each year

It is understood and agreed that in the event Donor elects to pay its donation over an agreed period of time, if Donor fails to complete its gift as agreed herein, that SRC will be entitled to offer the right to name the particular facility component chosen by Donor to a new donor without refund or reimbursement to Donor of any amounts paid pursuant to this agreement.

2. **Donor's Naming Opportunity**: In consideration of Donor's gift, Donor shall be allowed to designate a name for the following component of the sports complex, to-wit:

Dakota Commons (concession building) – east and west sides

Donor hereby designates "RCS Construction" as the name to be used for this purpose. (Donor acknowledges that the "Crow's Nest" on top of the concession building is subject to a separate naming right)

3. **City Approval of Donor's Name:** It is understood and agreed that Donor's naming right shall be permanent, but shall be subject to the City's naming policies as the same may exist at the time this Agreement is executed, or as amended by the City from time to time. A copy of the City's current Naming Policy for Parks and Recreational Facilities is attached.

It is further understood and agreed that in the event the City does not approve Donor's name selection, that Donor will have the option to offer another name proposal for consideration by the City or Donor's donation will be returned to Donor in full, without interest.

It is further understood that the City will retain the right to change the name following the approval of a name requested by the Donor, if circumstances change substantially so that the continued use of such name reflects negatively upon the City.

4. **Future Naming Policy:** Donor, or its assigns, may from time to time change the approved name designated by Donor, subject to approval by the City. Nothing herein shall obligate the City to approve a change in name from that originally approved by the City. In the event the City refuses to approve a name change, the previously approved name will remain.

5. **Contingent Gift:** It is understood and agreed between SRC and Donor that in the event the multi-use sports complex is not built or completed as represented by SRC, Donor's donation will be returned to Donor in full without interest.

6. **Supersedes Prior Agreement:** It is understood and agreed between SRC and Donor that this Amended Donor Agreement supersedes the previously executed Donor Agreement dated December 2, 2013.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seal the date and year above written.

SOCCKER RAPID CITY:

By: [Signature]
Its: President

DONOR:
R.C.S. Construction, Inc.

By: [Signature]
Its: PRESIDENT

"DAKOTA FIELDS – DREAMS TO REALITY"

DONOR AGREEMENT

This Agreement is made this 31 day of December, 2013 between SOCCER RAPID CITY, a 501(c)(3) charitable organization ("SRC") and Ray Dental Group, P.A., a South Dakota professional association ("Donor").

RECITALS

WHEREAS, SRC is engaged in a fund raising campaign called "Dakota Fields – Dreams to Reality" for the purpose of building and maintaining a sports complex which will be owned by the City of Rapid City, South Dakota ("City"); and

WHEREAS, as part of the fund raising campaign, SRC has solicited donations from individuals and companies in exchange for the opportunity to name various components of the sports complex; and

WHEREAS, the City of Rapid City has a naming policy with respect to naming city owned facilities and parks; and

WHEREAS, Donor is willing to make a monetary donation to the "Dakota Fields – Dreams to Reality" campaign in an amount hereinafter specified, provided Donor is permitted to name a specific component of the sports complex as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Donation:** Donor agrees to make a donation to the "Dakota Fields – Dreams to Reality" fund raising campaign on behalf of Soccer Rapid City, a 501(c)(3) public charity in the amount of \$25,000.00. Donor will pay said amount in the following manner:

Donor will pay \$5,000 each year for a period of five (5) years. Each annual payment shall be made on or before the 31 day of DECEMBER each year

It is understood and agreed that in the event Donor elects to pay its donation over an agreed period of time, if Donor fails to complete its gift as agreed herein, that SRC will be entitled to offer the right to name the particular facility component chosen by Donor to a new donor without refund or reimbursement to Donor of any amounts paid pursuant to this agreement.

2. **Donor's Naming Opportunity:** In consideration of Donor's gift, Donor shall be allowed to designate a name for the following component of the sports complex, to-wit:

Gazebo – 7th pick

Donor hereby designates "Ray Dental Group" as the name to be used for this purpose.

3. **City Approval of Donor's Name:** It is understood and agreed that Donor's naming right shall be permanent, but shall be subject to the City's naming policies as the same may exist at the time this Agreement is executed, or as amended by the City from time to time. A copy of the City's current Naming Policy for Parks and Recreational Facilities is attached.

It is further understood and agreed that in the event the City does not approve Donor's name selection, that Donor will have the option to offer another name proposal for consideration by the City or Donor's donation will be returned to Donor in full, without interest.

It is further understood that the City will retain the right to change the name following the approval of a name requested by the Donor, if circumstances change substantially so that the continued use of such name reflects negatively upon the City.

4. **Future Naming Policy:** Donor, or its assigns, may from time to time change the approved name designated by Donor, subject to approval by the City. Nothing herein shall obligate the City to approve a change in name from that originally approved by the City. In the event the City refuses to approve a name change, the previously approved name will remain.

5. **Contingent Gift:** It is understood and agreed between SRC and Donor that in the event the multi-use sports complex is not built or completed as represented by SRC, Donor's donation will be returned to Donor in full without interest.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seal the date and year above written.

SOCCKER RAPID CITY:


By: _____
Its: _____


President

DONOR:

Ray Dental Group, P.A.

By: _____
Its: _____


Managing Member

"DAKOTA FIELDS – DREAMS TO REALITY"

DONOR AGREEMENT

This Agreement is made this 12th day of November, 2013 between SOCCER RAPID CITY, a 501(c)(3) charitable organization ("SRC") and Rush Foundation, Inc., a 501(c)(3) charitable organization and South Dakota non-profit corporation ("Donor").

RECITALS

WHEREAS, SRC is engaged in a fund raising campaign called "Dakota Fields – Dreams to Reality" for the purpose of building and maintaining a sports complex which will be owned by the City of Rapid City, South Dakota ("City"); and

WHEREAS, as part of the fund raising campaign, SRC has solicited donations from individuals and companies in exchange for the opportunity to name various components of the sports complex; and

WHEREAS, the City of Rapid City has a naming policy with respect to naming city owned facilities and parks; and

WHEREAS, Donor is willing to make a monetary donation to the "Dakota Fields – Dreams to Reality" campaign in an amount hereinafter specified, provided Donor is permitted to name a specific component of the sports complex as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Donation:** Donor agrees to make a donation to the "Dakota Fields – Dreams to Reality" fund raising campaign on behalf of Soccer Rapid City, a 501(c)(3) public charity in the amount of \$75,000.00. Donor will pay said amount in the following manner:

Beginning in 2014, Donor will pay \$15,000 each year for a period of five (5) years. Each annual payment shall be made on or before the 31st day of December of each year.

It is understood and agreed that in the event Donor elects to pay its donation over an agreed period of time, if Donor fails to complete its gift as agreed herein, that SRC will be entitled to offer the right to name the particular facility component chosen by Donor to a new donor without refund or reimbursement to Donor of any amounts paid pursuant to this agreement.

2. **Donor's Naming Opportunity:** In consideration of Donor's gift, Donor shall be allowed to designate a name for the following component(s) of the sports complex, to-wit:

One (1) regulation soccer field

Donor hereby designates "The Rush Foundation" as the name to be used for this purpose.

3. **City Approval of Donor's Name:** It is understood and agreed that Donor's naming right shall be permanent, but shall be subject to the City's naming policies as the same may exist at the time this Agreement is executed, or as amended by the City from time to time. A copy of the City's current Naming Policy for Parks and Recreational Facilities is attached.

It is further understood and agreed that in the event the City does not approve Donor's name selection, that Donor will have the option to offer another name proposal for consideration by the City or Donor's donation will be returned to Donor in full, without interest.


It is further understood that the City will retain the right to change the name following the approval of a name requested by the Donor, if circumstances change substantially so that the continued use of such name reflects negatively upon the City.

4. **Future Naming Policy:** Donor, or its assigns, may from time to time change the approved name designated by Donor, subject to approval by the City. Nothing herein shall obligate the City to approve a change in name from that originally approved by the City. In the event the City refuses to approve a name change, the previously approved name will remain.


5. **Contingent Gift:** It is understood and agreed between SRC and Donor that in the event the multi-use sports complex is not built or completed as represented by SRC, Donor's donation will be returned to Donor in full without interest.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seal the date and year above written.

SOCCKER RAPID CITY:

BY: 
GREG STONE
ITS: PRESIDENT

DONOR:
RUSH FOUNDATION, INC.

BY: 
Jodi Anderson
ITS: President

"DAKOTA FIELDS – DREAMS TO REALITY"

DONOR AGREEMENT

This Agreement is made this 28th day of October, 2015 between SOCCER RAPID CITY, a 501(c)(3) charitable organization ("SRC") and Scheels, 1225 Elgin, Rapid City, SD 57701 ("Donor").

RECITALS

WHEREAS, SRC is engaged in a fund raising campaign called "Dakota Fields – Dreams to Reality" for the purpose of building and maintaining a sports complex which will be owned by the City of Rapid City, South Dakota ("City"); and

WHEREAS, as part of the fund raising campaign, SRC has solicited donations from individuals and companies in exchange for the opportunity to name various components of the sports complex; and

WHEREAS, the City of Rapid City has a naming policy with respect to naming city owned facilities and parks; and

WHEREAS, Donor is willing to make a monetary donation to the "Dakota Fields – Dreams to Reality" campaign in an amount hereinafter specified, provided Donor is permitted to name a specific component of the sports complex as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Donation**: Donor agrees to make a donation to the "Dakota Fields – Dreams to Reality" fund raising campaign on behalf of Soccer Rapid City, a 501(c)(3) public charity in the amount of \$75,000.00. Donor will pay said amount in the following manner:

Donor will pay \$75,000 on or before the 31st day of December, 2015.

It is understood and agreed that in the event Donor elects to pay its donation over an agreed period of time, if Donor fails to complete its gift as agreed herein, that SRC will be entitled to offer the right to name the particular facility component chosen by Donor to a new donor without refund or reimbursement to Donor of any amounts paid pursuant to this agreement.

2. **Donor's Naming Opportunity**: In consideration of Donor's gift, Donor shall be allowed to designate a name for the following component of the sports complex, to-wit:

Regulation Field- pick #8

Donor hereby designates "Scheels" as the name to be used for this purpose.

3. **City Approval of Donor's Name:** It is understood and agreed that Donor's naming right shall be permanent, but shall be subject to the City's naming policies as the same may exist at the time this Agreement is executed, or as amended by the City from time to time. A copy of the City's current Naming Policy for Parks and Recreational Facilities is attached.

It is further understood and agreed that in the event the City does not approve Donor's name selection, that Donor will have the option to offer another name proposal for consideration by the City or Donor's donation will be returned to Donor in full, without interest.

It is further understood that the City will retain the right to change the name following the approval of a name requested by the Donor, if circumstances change substantially so that the continued use of such name reflects negatively upon the City.

4. **Future Naming Policy:** Donor, or its assigns, may from time to time change the approved name designated by Donor, subject to approval by the City. Nothing herein shall obligate the City to approve a change in name from that originally approved by the City. In the event the City refuses to approve a name change, the previously approved name will remain.

5. **Contingent Gift:** It is understood and agreed between SRC and Donor that in the event the multi-use sports complex is not built or completed as represented by SRC, Donor's donation will be returned to Donor in full without interest.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seal the date and year above written.

SOCCER RAPID CITY:

By: 
Its: President

DONOR:
Scheels

By: 
Its: Store Leader / Partner

"DAKOTA FIELDS – DREAMS TO REALITY"

AMENDED DONOR AGREEMENT

This Agreement is made this 30 day of May, 2014 between SOCCER RAPID CITY, a 501(c)(3) charitable organization ("SRC") and Scull Construction Services, Inc., a South Dakota corporation located at 803 Industrial Drive, Rapid City, SD 57702 ("Donor").

RECITALS

WHEREAS, SRC is engaged in a fund raising campaign called "Dakota Fields – Dreams to Reality" for the purpose of building and maintaining a sports complex which will be owned by the City of Rapid City, South Dakota ("City"); and

WHEREAS, as part of the fund raising campaign, SRC has solicited donations from individuals and companies in exchange for the opportunity to name various components of the sports complex; and

WHEREAS, the City of Rapid City has a naming policy with respect to naming city owned facilities and parks; and

WHEREAS, Donor is willing to make a monetary donation to the "Dakota Fields – Dreams to Reality" campaign in an amount hereinafter specified, provided Donor is permitted to name a specific component of the sports complex as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Donation:** Donor agrees to make a donation to the "Dakota Fields – Dreams to Reality" fund raising campaign on behalf of Soccer Rapid City, a 501(c)(3) public charity in the amount of \$125,000.00. Donor will pay said amount in the following manner:

Donor will pay \$25,000 each year for a period of five (5) years. Each annual payment shall be made on or before the 31st day of December each year beginning in 2014.

It is understood and agreed that in the event Donor elects to pay its donation over an agreed period of time, if Donor fails to complete its gift as agreed herein, that SRC will be entitled to offer the right to name the particular facility component chosen by Donor to a new donor without refund or reimbursement to Donor of any amounts paid pursuant to this agreement.

2. **Donor's Naming Opportunity:** In consideration of Donor's gift, Donor shall be allowed to designate a name for the following component of the sports complex, to-wit:

Championship Field – pick #2

Donor hereby designates "Scull Construction" as the name to be used for this purpose.

3. **City Approval of Donor's Name:** It is understood and agreed that Donor's naming right shall be permanent, but shall be subject to the City's naming policies as the same may exist at the time this Agreement is executed, or as amended by the City from time to time. A copy of the City's current Naming Policy for Parks and Recreational Facilities is attached.

It is further understood and agreed that in the event the City does not approve Donor's name selection, that Donor will have the option to offer another name proposal for consideration by the City or Donor's donation will be returned to Donor in full, without interest.

It is further understood that the City will retain the right to change the name following the approval of a name requested by the Donor, if circumstances change substantially so that the continued use of such name reflects negatively upon the City.

4. **Future Naming Policy:** Donor, or its assigns, may from time to time change the approved name designated by Donor, subject to approval by the City. Nothing herein shall obligate the City to approve a change in name from that originally approved by the City. In the event the City refuses to approve a name change, the previously approved name will remain.

5. **Contingent Gift:** It is understood and agreed between SRC and Donor that in the event the multi-use sports complex is not built or completed as represented by SRC, Donor's donation will be returned to Donor in full without interest.

6. **Supersedes Prior Agreement:** It is understood and agreed between SRC and Donor that this Amended Donor Agreement supersedes the previously executed Donor Agreement dated January 31, 2014.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seal the date and year above written.

SOCCKER RAPID CITY:

By:
Its:



DONOR:

Scull Construction Services, Inc.

By:
Its:



CEO

"DAKOTA FIELDS – DREAMS TO REALITY"

DONOR AGREEMENT

This Agreement is made this 1st day of October, 2014 between SOCCER RAPID CITY, a 501(c)(3) charitable organization ("SRC") and Security First Bank ("Donor").

RECITALS

WHEREAS, SRC is engaged in a fund raising campaign called "Dakota Fields – Dreams to Reality" for the purpose of building and maintaining a sports complex which will be owned by the City of Rapid City, South Dakota ("City"); and

WHEREAS, as part of the fund raising campaign, SRC has solicited donations from individuals and companies in exchange for the opportunity to name various components of the sports complex; and

WHEREAS, the City of Rapid City has a naming policy with respect to naming city owned facilities and parks; and

WHEREAS, Donor is willing to make a monetary donation to the "Dakota Fields – Dreams to Reality" campaign in an amount hereinafter specified, provided Donor is permitted to name a specific component of the sports complex as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Donation:** Donor agrees to make a donation to the "Dakota Fields – Dreams to Reality" fund raising campaign on behalf of Soccer Rapid City, a 501(c)(3) public charity in the amount of \$25,000.00. Donor will pay said amount in the following manner:

Donor will pay \$5,000 each year for a period of five (5) years. Each annual payment shall be made on or before the 1st day of December each year commencing December 1, 2014.

It is understood and agreed that in the event Donor elects to pay its donation over an agreed period of time, if Donor fails to complete its gift as agreed herein, that SRC will be entitled to offer the right to name the particular facility component chosen by Donor to a new donor without refund or reimbursement to Donor of any amounts paid pursuant to this agreement.

2. **Donor's Naming Opportunity:** In consideration of Donor's gift, Donor shall be allowed to designate a name for the following component of the sports complex, to-wit:

Parking Lot Quadrant

Donor hereby designates "Security First Bank" as the name to be used for this purpose.

3. **City Approval of Donor's Name:** It is understood and agreed that Donor's naming right shall be permanent, but shall be subject to the City's naming policies as the same may exist at the time this Agreement is executed, or as amended by the City from time to time. A copy of the City's current Naming Policy for Parks and Recreational Facilities is attached.

It is further understood and agreed that in the event the City does not approve Donor's name selection, that Donor will have the option to offer another name proposal for consideration by the City or Donor's donation will be returned to Donor in full, without interest.

It is further understood that the City will retain the right to change the name following the approval of a name requested by the Donor, if circumstances change substantially so that the continued use of such name reflects negatively upon the City.

4. **Future Naming Policy:** Donor, or its assigns, may from time to time change, at Donor's or their assigns expense, the approved name designated by Donor, subject to approval by the City. Nothing herein shall obligate the City to approve a change in name from that originally approved by the City. In the event the City refuses to approve a name change, the previously approved name will remain.

5. **Contingent Gift:** It is understood and agreed between SRC and Donor that in the event the multi-use sports complex is not built or completed as represented by SRC, Donor's donation will be returned to Donor in full without interest.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seal the date and year above written.

SOCCKER RAPID CITY:

By: _____

Its: _____

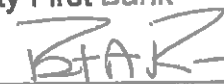

President

DONOR:

Security First Bank

By: _____

Its: _____


Branch President

"DAKOTA FIELDS – DREAMS TO REALITY"

DONOR AGREEMENT

This Agreement is made this _____ day of April, 2014, between SOCCER RAPID CITY, a 501(c)(3) charitable organization ("SRC") and Rob Tschetter ("Donor").

RECITALS

WHEREAS, SRC is engaged in a fund raising campaign called "Dakota Fields – Dreams to Reality" for the purpose of building and maintaining a sports complex which will be owned by the City of Rapid City, South Dakota ("City"); and

WHEREAS, as part of the fund raising campaign, SRC has solicited donations from individuals and companies in exchange for the opportunity to name various components of the sports complex; and

WHEREAS, the City of Rapid City has a naming policy with respect to naming city owned facilities and parks; and

WHEREAS, Donor is willing to make a monetary donation to the "Dakota Fields – Dreams to Reality" campaign in an amount hereinafter specified, provided Donor is permitted to name a specific component of the sports complex as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Donation**: Donor agrees to make a donation to the "Dakota Fields – Dreams to Reality" fund raising campaign on behalf of Soccer Rapid City, a 501(c)(3) public charity in the amount of \$25,000.00. Donor will pay said amount in the following manner:

Donor will pay \$5,000 each year for a period of five (5) years. Each annual payment shall be made on or before the 31st day of December each year commencing December, 2014.

It is understood and agreed that in the event Donor elects to pay its donation over an agreed period of time, if Donor fails to complete its gift as agreed herein, that SRC will be entitled to offer the right to name the particular facility component chosen by Donor to a new donor without refund or reimbursement to Donor of any amounts paid pursuant to this agreement.

2. **Donor's Naming Opportunity:** In consideration of Donor's gift, Donor shall be allowed to designate a name for the following component of the sports complex, to-wit:

Parking Lot Quadrant

Donor hereby designates "Rob Tschetter Family" as the name to be used for this purpose.

3. **City Approval of Donor's Name:** It is understood and agreed that Donor's naming right shall be permanent, but shall be subject to the City's naming policies as the same may exist at the time this Agreement is executed, or as amended by the City from time to time. A copy of the City's current Naming Policy for Parks and Recreational Facilities is attached.

It is further understood and agreed that in the event the City does not approve Donor's name selection, that Donor will have the option to offer another name proposal for consideration by the City or Donor's donation will be returned to Donor in full, without interest.

It is further understood that the City will retain the right to change the name following the approval of a name requested by the Donor, if circumstances change substantially so that the continued use of such name reflects negatively upon the City.

4. **Future Naming Policy:** Donor, or its assigns, may from time to time change the approved name designated by Donor, subject to approval by the City. Nothing herein shall obligate the City to approve a change in name from that originally approved by the City. In the event the City refuses to approve a name change, the previously approved name will remain.

5. **Contingent Gift:** It is understood and agreed between SRC and Donor that in the event the multi-use sports complex is not built or completed as represented by SRC, Donor's donation will be returned to Donor in full without interest.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seal the date and year above written.

SOCGER RAPID CITY:

By: 
Its: President

DONOR:


Rob Tschetter

"DAKOTA FIELDS – DREAMS TO REALITY"

DONOR AGREEMENT

This Agreement is made this 1st day of April, 2014 between SOCCER RAPID CITY, a 501(c)(3) charitable organization ("SRC") and US Bank ("Donor").

RECITALS

WHEREAS, SRC is engaged in a fund raising campaign called "Dakota Fields – Dreams to Reality" for the purpose of building and maintaining a sports complex which will be owned by the City of Rapid City, South Dakota ("City"); and

WHEREAS, as part of the fund raising campaign, SRC has solicited donations from individuals and companies in exchange for the opportunity to name various components of the sports complex; and

WHEREAS, the City of Rapid City has a naming policy with respect to naming city owned facilities and parks; and

WHEREAS, Donor is willing to make a monetary donation to the "Dakota Fields – Dreams to Reality" campaign in an amount hereinafter specified, provided Donor is permitted to name a specific component of the sports complex as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Donation**: Donor agrees to make a donation to the "Dakota Fields – Dreams to Reality" fund raising campaign on behalf of Soccer Rapid City, a 501(c)(3) public charity in the amount of \$25,000.00. Donor will pay said amount in the following manner:

Donor will pay \$5,000 each year for a period of five (5) years. Each annual payment shall be made on or before the 1st day of September each year commencing September 1, 2014.

It is understood and agreed that in the event Donor elects to pay its donation over an agreed period of time, if Donor fails to complete its gift as agreed herein, that SRC will be entitled to offer the right to name the particular facility component chosen by Donor to a new donor without refund or reimbursement to Donor of any amounts paid pursuant to this agreement.

2. **Donor's Naming Opportunity:** In consideration of Donor's gift, Donor shall be allowed to designate a name for the following component of the sports complex, to-wit:

Boulevard of Champions Plaque

Donor hereby designates "US Bank" as the name to be used for this purpose.

3. **City Approval of Donor's Name:** It is understood and agreed that Donor's naming right shall be permanent, but shall be subject to the City's naming policies as the same may exist at the time this Agreement is executed, or as amended by the City from time to time. A copy of the City's current Naming Policy for Parks and Recreational Facilities is attached.

It is further understood and agreed that in the event the City does not approve Donor's name selection, that Donor will have the option to offer another name proposal for consideration by the City or Donor's donation will be returned to Donor in full, without interest.

It is further understood that the City will retain the right to change the name following the approval of a name requested by the Donor, if circumstances change substantially so that the continued use of such name reflects negatively upon the City.

4. **Future Naming Policy:** Donor, or its assigns, may from time to time change the approved name designated by Donor, subject to approval by the City. Nothing herein shall obligate the City to approve a change in name from that originally approved by the City. In the event the City refuses to approve a name change, the previously approved name will remain.


5. **Contingent Gift:** It is understood and agreed between SRC and Donor that in the event the multi-use sports complex is not built or completed as represented by SRC, Donor's donation will be returned to Donor in full without interest.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seal the date and year above written.

SOCCKER RAPID CITY:

DONOR:
US Bank

By: 
Its: President

By: 
Its: Regional President

"DAKOTA FIELDS – DREAMS TO REALITY"

DONOR AGREEMENT

This Agreement is made this 1st day of March, 2014 between SOCCER RAPID CITY, a 501(c)(3) charitable organization ("SRC") and Wells Fargo Bank, N.A. ("Donor").

RECITALS

WHEREAS, SRC is engaged in a fund raising campaign called "Dakota Fields – Dreams to Reality" for the purpose of building and maintaining a sports complex which will be owned by the City of Rapid City, South Dakota ("City"); and

WHEREAS, as part of the fund raising campaign, SRC has solicited donations from individuals and companies in exchange for the opportunity to name various components of the sports complex; and

WHEREAS, the City of Rapid City has a naming policy with respect to naming city owned facilities and parks; and

WHEREAS, Donor is willing to make a monetary donation to the "Dakota Fields – Dreams to Reality" campaign in an amount hereinafter specified, provided Donor is permitted to name a specific component of the sports complex as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Donation:** Donor agrees to make a donation to the "Dakota Fields – Dreams to Reality" fund raising campaign on behalf of Soccer Rapid City, a 501(c)(3) public charity in the amount of \$25,000.00. Donor will pay said amount in the following manner:

Donor will pay \$5,000 each year for a period of five (5) years. Each annual payment shall be made on or before the 1st day of April each year commencing April 1, 2014.

It is understood and agreed that in the event Donor elects to pay its donation over an agreed period of time, if Donor fails to complete its gift as agreed herein, that SRC will be entitled to offer the right to name the particular facility component chosen by Donor to a new donor without refund or reimbursement to Donor of any amounts paid pursuant to this agreement.

2. **Donor's Naming Opportunity:** In consideration of Donor's gift, Donor shall be allowed to designate a name for the following component of the sports complex, to-wit:

Gazebo #8

Donor hereby designates "Wells Fargo Bank" as the name to be used for this purpose.

3. **City Approval of Donor's Name:** It is understood and agreed that Donor's naming right shall be permanent, but shall be subject to the City's naming policies as the same may exist at the time this Agreement is executed, or as amended by the City from time to time. A copy of the City's current Naming Policy for Parks and Recreational Facilities is attached.

It is further understood and agreed that in the event the City does not approve Donor's name selection, that Donor will have the option to offer another name proposal for consideration by the City or Donor's donation will be returned to Donor in full, without interest.


It is further understood that the City will retain the right to change the name following the approval of a name requested by the Donor, if circumstances change substantially so that the continued use of such name reflects negatively upon the City.

4. **Future Naming Policy:** Donor, or its assigns, may from time to time change the approved name designated by Donor, subject to approval by the City. Nothing herein shall obligate the City to approve a change in name from that originally approved by the City. In the event the City refuses to approve a name change, the previously approved name will remain.


5. **Contingent Gift:** It is understood and agreed between SRC and Donor that in the event the multi-use sports complex is not built or completed as represented by SRC, Donor's donation will be returned to Donor in full without interest.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seal the date and year above written.

SOCCKER RAPID CITY:

By: 
Its: President

DONOR:
Wells Fargo Bank, N.A.

By: 
Its: President

"DAKOTA FIELDS – DREAMS TO REALITY"

DONOR AGREEMENT

This Agreement is made this 4th day of December, 2014 between SOCCER RAPID CITY, a 501(c)(3) charitable organization ("SRC") and West River Electric Association, Inc. ("Donor").

RECITALS

WHEREAS, SRC is engaged in a fund raising campaign called "Dakota Fields – Dreams to Reality" for the purpose of building and maintaining a sports complex which will be owned by the City of Rapid City, South Dakota ("City"); and

WHEREAS, as part of the fund raising campaign, SRC has solicited donations from individuals and companies in exchange for the opportunity to name various components of the sports complex; and

WHEREAS, the City of Rapid City has a naming policy with respect to naming city owned facilities and parks; and

WHEREAS, Donor has made an in-kind donation and a monetary donation to the "Dakota Fields – Dreams to Reality" campaign in an amount hereinafter specified, provided Donor is permitted to name a specific component of the sports complex as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Donation:** Donor has made a donation to the "Dakota Fields – Dreams to Reality" fund raising campaign on behalf of Soccer Rapid City, a 501(c)(3) public charity in the amount of \$75,000.00. Donor's donation has been both an "in-kind" donation in the form of line extension costs to the Dakota Fields Complex, valued at \$15,000 and a monetary donation in the amount of \$60,000.

2. **Donor's Naming Opportunity:** In consideration of Donor's gift, Donor shall be allowed to designate a name for the following component of the sports complex, to-wit:

Regulation Field – pick #5

Donor hereby designates "West River Electric Touchstone Energy Field" as the name to be used for this purpose.

3. **City Approval of Donor's Name:** It is understood and agreed that Donor's naming right shall be permanent, but shall be subject to the City's naming

policies as the same may exist at the time this Agreement is executed, or as amended by the City from time to time. A copy of the City's current Naming Policy for Parks and Recreational Facilities is attached.

It is further understood and agreed that in the event the City does not approve Donor's name selection, that Donor will have the option to offer another name proposal for consideration by the City or Donor's donation will be returned to Donor in full, without interest.

It is further understood that the City will retain the right to change the name following the approval of a name requested by the Donor, if circumstances change substantially so that the continued use of such name reflects negatively upon the City.

4. **Future Naming Policy:** Donor, or its assigns, may from time to time change the approved name designated by Donor, subject to approval by the City. Nothing herein shall obligate the City to approve a change in name from that originally approved by the City. In the event the City refuses to approve a name change, the previously approved name will remain.

5. **Contingent Gift:** It is understood and agreed between SRC and Donor that in the event the multi-use sports complex is not built or completed as represented by SRC, Donor's donation will be returned to Donor in full without interest.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seal the date and year above written.

SOCCKER RAPID CITY:

By: *Jim M. Stone*
Its: *President*

DONOR:
West River Electric Association, Inc.

By: *Richard Johnson*
Its: *CEO/Manager*

Richard Johnson

"DAKOTA FIELDS — DREAMS TO REALITY"

AMENDED DONOR AGREEMENT

This Agreement is made this 21 day of March, 2014 between SOCCER RAPID CITY, a 501(c)(3) charitable organization ("SRC") and Whitesell Financial Group, LLP, a South Dakota limited liability partnership ("Donor").

RECITALS

WHEREAS, SRC is engaged in a fund raising campaign called "Dakota Fields — Dreams to Reality" for the purpose of building and maintaining a sports complex which will be owned by the City of Rapid City, South Dakota ("City"); and

WHEREAS, as part of the fund raising campaign, SRC has solicited donations from individuals and companies in exchange for the opportunity to name various components of the sports complex; and

WHEREAS, the City of Rapid City has a naming policy with respect to naming city owned facilities and parks; and

WHEREAS, Donor is willing to make a monetary donation to the "Dakota Fields — Dreams to Reality" campaign in an amount hereinafter specified, provided Donor is permitted to name a specific component of the sports complex as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Donation:** Donor agrees to make a donation to the "Dakota Fields — Dreams to Reality" fund raising campaign on behalf of Soccer Rapid City, a 501(c)(3) public charity in the amount of \$25,000.00. Donor will pay said amount in the following manner:

Donor will pay \$11,000 initially and \$3,500 each year for a period of four (4) years. Each annual \$3,500 payment shall be made on or before the 30 day of September each year commencing September 30, 2014.

It is understood and agreed that in the event Donor elects to pay its donation over an agreed period of time, if Donor fails to complete its gift as agreed herein, that SRC will be entitled to offer the right to name the particular facility component chosen by Donor to a new donor without refund or reimbursement to Donor of any amounts paid pursuant to this agreement.

2. Donor's Naming Opportunity: In consideration of Donor's gift, Donor shall be allowed to designate a name for the following component of the sports complex, to-wit:

Parking Lot Quadrant

Donor hereby designates "Whitesell Financial Group, LLP" as the name to be used for this purpose.

3. City Approval of Donor's Name: It is understood and agreed that Donor's naming right shall be permanent, but shall be subject to the City's naming policies as the same may exist at the time this Agreement is executed, or as amended by the City from time to time. A copy of the City's current Naming Policy for Parks and Recreational Facilities is attached.

It is further understood and agreed that in the event the City does not approve Donor's name selection, that Donor will have the option to offer another name proposal for consideration by the City or Donor's donation will be returned to Donor in full, without interest.

It is further understood that the City will retain the right to change the name following the approval of a name requested by the Donor, if circumstances change substantially so that the continued use of such name reflects negatively upon the City.

4. Future Naming Policy: Donor, or its assigns, may from time to time change the approved name designated by Donor, subject to approval by the City. Nothing herein shall obligate the City to approve a change in name from that originally approved by the City. In the event the City refuses to approve a name change, the previously approved name will remain.

5. Contingent Gift: It is understood and agreed between SRC and Donor that in the event the multi-use sports complex is not built or completed as represented by SRC, Donor's donation will be returned to Donor in full without interest.

6. Supersedes Prior Agreement: It is understood and agreed between SRC and Donor that this Amended Donor Agreement supersedes the previously executed Donor Agreement dated December 3, 2013.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seal the date and year above written.

SOCCKER RAPID CITY:

By: 
Its: President

DONOR:
Whitesell Financial Group, LLP

By: 
Its: President

Roger Tellinghuisen

From: Wyss, Patrick
Sent: Monday, March 31, 2014 2:25 PM
To: Roger Tellinghuisen (roger@demjen.com)
Cc: Bennett, Melissa; Paul J. Bradsky
Subject: Soccer Complex In-Kind Services

Roger

This has gone on a long time. Some of the hours are estimated, but close to actual. The values for the services rendered are within our normal totals for similar work on contracted fee based projects.

2004:

Obtain aerial photos of property
Review and evaluate property suitability
Prepare Master Plan for the soccer complex
Attend funding request meetings

90 hrs. @ \$130	\$11,700
120 hrs. @ \$80	\$ 9,600
40 hrs. @ \$35	\$ 1,400

2005:

Develop project cost estimate
Prepare digital model of soccer complex
Revise soccer complex Master Plan
Prepare PowerPoint of concept for marketing
Attend funding request meetings

80 hrs. @ \$135	\$10,800
160 hrs. @ \$85	\$13,600
40 hrs. @ \$40	\$ 1,600

2006-2009:

Master Plan modifications
Attendance at coordination and strategy meetings
Cost estimate modifications
Attend funding request meetings

80 hrs. @ \$150	\$12,000
40 hrs. @ \$100	\$ 4,000
40 hrs. @ \$45	\$ 1,800

Miscellaneous color Master Plan plotting,
mounting and report copying \$ 1,000

Based upon the above, we have contributed on an in-kind basis a total of \$67,500 in value to the soccer complex. Let me know if you have questions.

Thanks

Pat

Patrick H. Wyss

Fellow, American Society of Landscape Architects

Wyss Associates, Inc.

Landscape Architecture | Golf Course Architecture | Land Planning

Phone: 605.348.2268

www.wyssassociates.com