

HOSTING AND PARTICIPATION AGREEMENT

This Hosting and Participation Agreement ("Agreement") is entered into as of June 18, 2026, by and among West End Ventures LLC, an Ohio limited liability company with a business address of 14 East 4th Street, Fourth Floor Cincinnati, OH 45202, ("WEV"), Miami University, an institution of higher education established and existing under the laws of the State of Ohio ("Miami"), and the University of Cincinnati, an institution of higher education established and existing under the laws of the State of Ohio ("UC", and together with Miami, each a "Participant", and collectively, the "Participants").

WHEREAS, WEV operates and controls the outdoor sports stadium located at 1501 Central Pkwy, Cincinnati, OH 45214 currently known as "TQL Stadium" (the "Venue"); and

WHEREAS, the parties desire to enter into this Agreement to set forth the terms and conditions pursuant to which a collegiate football game between Miami and UC shall be hosted and played at the Venue.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

I. Participation in the Game; Future Game Rights.

- a. UC and Miami each agree to have their respective football teams play in a regular season collegiate football game at the Venue (the "Game"), currently scheduled to occur on September 19th, 2026, or such other date as mutually agreed by all parties. WEV agrees to host the Game at the Venue in accordance with the terms and conditions of this Agreement.
- b. In addition to the Game, if UC and Miami desire to play a collegiate football game at a neutral venue at any time prior to December 31, 2029 (a "Future Game"), the Participants shall provide written notice to WEV ("Future Game Notice"), and WEV shall have the right but not the obligation, in its sole discretion, to elect to serve as the host and venue for the Future Game by providing written notice to the Participants within thirty (30) days after its receipt of the Future Game Notice ("Future Game Rights"). If WEV timely elects to host such Future Game, the Future Game shall be played at the Venue and the terms and conditions of this Agreement shall apply to and govern such Future Game, unless otherwise agreed to in writing by the parties, and all references to "Game" shall be deemed to include such Future Game(s) hosted by WEV. For the avoidance of doubt, (i) the Future Game Rights may apply to more than one Future Game held prior to December 31, 2029; and (ii) the Future Game Rights apply to collegiate football games between UC and Miami proposed to be played at a neutral venue and shall not apply to any game scheduled to be played at UC's or Miami's respective home stadium.

II. WEV Obligations.

- a. WEV shall make the Venue available to Participants for access, preparation, load-in, and load-out, for such period before and after the Game as is mutually agreed upon by the WEV and the Participants and is reasonably necessary to participate in the Game in accordance with this Agreement (the "Use Term"). WEV shall also make such commercially reasonable upgrades, modifications, and temporary adjustments to the Venue as are reasonably necessary for the proper presentation of the Game.
- b. WEV shall provide the following:
 - i. existing utilities of similar types and in levels used during the operation of an ordinary course athletic event at the Venue, including, without limitation, heat, lighting (including field lights), electricity, water, gas and sewage and existing in-house equipment, but expressly excluding generators and other supplemental

power, sound and lighting required for the presentation and production of the Game; and

- ii. all customary front-of-house personnel required for the operation of the Venue during the Use Term generally and specifically during the Game, of similar types and in levels no less than what is generally provided for ordinary course athletic events at the Venue, including, general security, ticket takers, ushers, first-aid, cleaning staff, police and fire official.
- c. WEV will provide the Venue in a good state of repair and in compliance with all applicable laws and regulations (including the Americans with Disabilities Act), and WEV shall maintain all building-related permits required for the day-to-day operation of the Venue.
- d. WEV will provide EnkaMat protection, sideline field protection mats, endzone retaining wall padding, and referee mics necessary for the presentation of the Game and all costs and expenses incurred in connection therewith shall be considered Direct Expenses (defined in the Financial Addendum).
- e. WEV will provide play clocks and field paint. If play clocks and field paint are rented or temporarily supplied through a service provider for the Game, rather than purchased by WEV, such rental or service fees shall be considered Direct Expenses. However, if such items cannot be rented or procured through a service provider for the Game, WEV shall purchase the play clocks and field paint at its sole cost and expense, and all such costs and expenses shall not constitute Direct Expenses and shall be borne solely by WEV (“WEV Excluded Expenses”).
- f. Except for the WEV Excluded Expenses, all costs and expenses incurred in connection with WEV’s obligations in this Section II shall be considered Direct Expenses.

III. Participant Obligations.

- a. The Participants shall provide, perform, or be responsible for the following obligations in connection with the Game at their sole cost and expense, and all such costs and expenses shall not be considered Direct Expenses and shall be borne solely by the Participants (collectively, the “Participant Excluded Expenses”):
 - i. Team and Officials’ Catering. Subject to Section IX, Participants shall be responsible for the catering and hospitality of their respective team personnel and allocated game officials, as applicable.
 - ii. Media Catering. Subject to Section IX, the Participants shall be responsible for media catering associated with the Game.
 - iii. Band Hospitality. Each Participant shall be responsible for providing food vouchers or meals for its respective band members.
 - iv. Football Operations Staffing. Each Participant shall provide and be responsible for all football operations staffing customarily provided by the visiting and home institutions for a regular season collegiate football game, including bench personnel, team operations staff, and medical personnel.
 - v. Game Officials. Game officials in charge of officiating the Game shall be appointed by the Mid-American Conference and their expenses shall be paid by Miami as a Participant Excluded Expense.
 - vi. Broadcast Expenses. The Participants shall be responsible for all broadcast production and transmission expenses associated with the Game. The Participants shall also be responsible for (and shall reimburse WEV for) any additional or incremental costs incurred by the Venue in connection with accommodating or

facilitating the broadcast of the Game, including any costs relating to infrastructure, staffing, equipment, or other operational requirements necessary to enable such broadcast. For clarity, Participant Excluded Expenses shall not include the ordinary course existing utilities and power described in Section II.b.i but shall include all additional or supplemental power (beyond the ordinary course) required for the broadcast of the Game.

- vii. Pyrotechnics. Each Participant shall be responsible for any pyrotechnics associated with its team's entrance and shall utilize the Venue's designated pyrotechnics vendor, subject to Venue policies and safety requirements.
 - viii. Football Equipment. The Participants shall provide all football equipment necessary for the game, including metal benches, bench shade covers, pylons, and down and distance markers.
- b. Subject to the terms of the Financial Addendum, the Participants shall provide, perform, or be responsible for the following obligations in connection with the Game, and all related costs and expenses shall be considered Direct Expenses:
- i. Marketing and Promotion. The Participants shall lead the marketing and promotion of the Game, and shall collaborate with WEV in good faith to promote the Game.
 - ii. Merchandise. Each Participant shall supply its respective official school merchandise for retail sale at the Venue.
 - iii. Ticketing Coordination. The Participants shall collaborate in good faith with WEV regarding ticket pricing, ticket allocations, on-sale timelines, and any seat holds, seat reductions, or seat kills.

IV. General Ticketing; Event Entry.

a. General Ticketing.

- i. WEV shall be solely responsible for the development and management of the Game manifest and for overseeing all ticketing operations related to the Game, including coordinating and working with SeatGeek in connection with the ticketing platform and distribution for the Game. WEV shall establish ticket pricing (which may include the use of dynamic pricing), ticket allocations, sales timelines (including any pre-sales), and seat holds or kills, in coordination with the Participants as applicable. The parties anticipate that the seat kills will include two (2) rows behind each band. Any credit card processing fees, taxes, and related fees or chargebacks will be on top of the ticket price via a ticket company convenience fee, payable by the purchaser of such ticket(s), except that if there is no such convenience fee available, then the credit card processing fees, taxes, and related fees or chargebacks for tickets sold shall be considered Direct Expenses.
 - ii. Subject to the foregoing, the Participants shall be primarily responsible for general ticket sales for the Game. The parties shall work together in good faith with respect to ticket sales and related operational matters.
- b. Complimentary Tickets. WEV shall provide a total of 1,600 complimentary tickets for the Game (the "Comps"), allocated as follows: (i) 750 Comps to UC, consisting of 400 tickets for player families and 350 tickets for the band; (ii) 750 Comps to Miami, consisting of 400 tickets for player families and 350 tickets for the band; and (iii) 100 Comps to WEV. All Comps shall be issued in mutually agreed-upon seating locations and shall not be resold or transferred for value. Except for the Comps, no party shall be entitled to hold tickets or authorize others to hold tickets from the sale to the public without approval of all parties, and any ticket thus pulled by a Participant or WEV will be paid at the face value of the pulled ticket, by the party pulling such tickets. Any additional complimentary tickets

requested beyond the allocations set forth above shall be subject to the timelines established by WEV in Section IV.a. above and mutual written agreement of the parties.

- c. Event Entry. WEV shall exclusively control entry to the Venue in its sole and absolute discretion, and all entry to the Venue for the Game shall be ticket only, except for employees and agents of WEV and Participants whose presence is required for the presentation of the Game and who have received passes issued by WEV and/or a Participant. Each ticket to the Game shall be a revocable license to enter the Venue which may be terminated by WEV in its sole discretion. Any person whose conduct is offensive, dangerous, or objectionable in WEV's sole reasonable determination or otherwise in violation of any Venue policies shall be refused entry or shall be immediately ejected. Notwithstanding the foregoing, prior to ejection of any of Participant's personnel, WEV shall reasonably consult with the applicable Participant.

V. Suites; Hospitality Areas.

- a. Suite Holds. WEV shall reserve a total of eight (8) suites (the "Suite Holds") allocated as follows: (i) one (1) suite for WEV's controlling owner; (ii) two (2) suites for the Venue Naming Rights Partner; (iii) one (1) suite for FC Cincinnati Co-CEO; (iv) one (1) suite for UC; (v) one (1) suite for Miami; (vi) one (1) suite for the Big 12 Conference ("Big 12"); and (vii) one (1) suite for the Mid-American Conference ("MAC"). The specific suite locations and final allocations shall be determined by WEV in its sole discretion.
- b. WEV Suite Process. Each Participant acknowledges and agrees that WEV has provided certain rights (such as a right of first refusal) with respect to certain suites (each a "WEV Suite") to third parties for events at the Venue, including, without limitation, the Game. Therefore, Participant agrees that WEV shall have sole control of licenses, ticketing and/or sales as it relates to WEV Suites.
- c. Available Suite Sales. Subject to the Suite Holds, if any additional WEV Suites remain available for sale after WEV has complied with all of its existing obligations with respect to the WEV Suites (including the offering of any required rights of first refusal) ("Available Suites"), Participants shall have the right to market and sell the Available Suites. Any party purchasing or otherwise receiving the right to use an Available Suite shall be required to enter into the Venue's standard Suite License Agreement. Participants shall provide to WEV all information reasonably requested by WEV in connection with any Available Suites sold, including the name and contact information of the applicable purchaser and any other information required for WEV to process and administer the applicable Suite License Agreement.
- d. Additional Suite Terms. All catering and hospitality services within any suite at the Venue shall be the responsibility of the applicable suite holder or selling party, including suites controlled or sold by Participants. Suite holders and licensees with access to any suite for the Game shall (i) be subject to the Venue's standard suite policies, procedures, and operational requirements; and (ii) have the right to enter the Venue to utilize their respective suites during regular Game hours and shall be subject to the Venue's standard entry requirements and procedures, including security screening and ticket scanning. No suite holder or licensee shall be permitted access to the Venue outside of regular Game hours without Venue's prior written consent.
- e. Hospitality Areas.
 - i. Designated Hospitality Areas. The Venue hospitality areas known as the KMK Law Terrace, Speakeasy, and altafiber Field Lounge (collectively, the "Designated Hospitality Areas") shall be made available for sale on a one-off basis for the

Game. The Participants shall have a first right to purchase or market each Designated Hospitality Area for the Game, provided that such right must be exercised within a mutually agreed-upon timeline established by WEV. Each Designated Hospitality Area may be sold as a single hospitality package or, if reasonably necessary to facilitate sales, may be sold as individual tickets or smaller group packages. The Designated Hospitality Areas may also be utilized in connection with Game Sponsorships (defined below), subject to the sponsorship and Venue control provisions of this Agreement. If the Participants do not purchase or sell the Designated Hospitality Area(s), WEV shall have the right to sell or otherwise allocate such Designated Hospitality Area in its discretion.

- ii. General Hospitality Sales. Except for the Designated Hospitality Areas, all other premium hospitality areas at the Venue (including the Prolink Legends Room) shall be marketed and sold by WEV in its sole discretion, in accordance with Section IV.a.

VI. Parking.

- a. WEV will control all parking areas and operations. WEV will make all parking areas under its control and generally used for ordinary course athletic events available for Game patrons.
- b. At no additional cost to Participants, WEV will make adequate parking available for buses, trucks, generators, and production vehicles.
- c. At no additional cost to Participants, WEV will provide each Participant with ten (10) VIP parking passes for the Game.

- VII. Game Sponsorship and Signage. The Participants shall have the exclusive right and obligation to sell sponsorships comprised of mutually agreed upon sponsorship assets for the Game ("Game Sponsorships"), and the Participants shall be solely responsible for the activation, fulfillment, and management of all Game Sponsorships. Without limiting the foregoing, WEV will provide support, as necessary, for in-stadium or in-Game activations by the Participants. Cost sharing for in-Game activations, if any, and revenue from Game Sponsorships shall be subject to the terms of the Financial Addendum. All Game Sponsorships shall be disclosed to WEV in writing as soon as possible prior to the Game, but in no event later than fourteen (14) business days prior to the Game. WEV's permanent sponsor signage and certain digital signage throughout and inside the Venue and on the grounds surrounding the Venue (including without limitation all signage granted to the Venue naming rights partner) shall remain intact and may not be covered or removed in any way, except if reasonably required for the presentation of the Game and approved in writing by WEV. Notwithstanding anything contained herein to the contrary, WEV shall have full control of the Venue's vertical "fins" on the exterior of the stadium that individually light up to create special effects and animations at all times, including during the Game. No Venue Marks (defined below) may be used in connection with any Game Sponsorship without WEV's prior written approval in each instance. For clarity, the parties shall mutually agree on available Game Sponsorship assets prior to the Participants' sale of such assets.

VIII. Merchandise.

- a. Participants acknowledge that RANK + RALLY, LLC ("Rank + Rally") provides retail, merchandise, apparel, and souvenir services to the Venue pursuant to a certain Retail Agreement between Rank + Rally and WEV ("Retail Agreement"). All merchandise, apparel, and souvenir sales and related services at the Venue shall remain under the sole control of WEV (and Rank + Rally pursuant to the Retail Agreement) unless otherwise approved by WEV in its sole discretion, including all sales and services related to

merchandise, apparel, souvenirs, novelties, and related goods and services offered for sale at the Venue that are related to the Participants or the Game.

- b. WEV may operate the FC Cincinnati Team Store during the Use Term in its discretion and shall retain sole and exclusive control of the FC Cincinnati Team Store at all times. If approved by all parties, Participant Merchandise and Game Merchandise (each defined in the Financial Addendum) may be sold at the FC Cincinnati Team Store. All revenue generated from FC Cincinnati and soccer-related merchandise shall be retained exclusively by WEV and shall not be subject to the revenue sharing in the Financial Addendum.

IX. Food and Beverage. Participant acknowledges that Levy Premium Foodservice Limited Partnership (“Levy”) provides food and beverage concession services to portions of the Venue pursuant to a certain Management Agreement with WEV (“Levy Agreement”). Food and beverage sales (including catering and alcohol sales) and distributions shall remain under the sole control of WEV (and Levy pursuant to the Levy Agreement unless otherwise approved by WEV in its sole discretion). Participant shall not have any control over the sale or distribution of food or beverage products in or around the Venue at any time including during the Game, nor shall Participant be permitted to bring its own food or beverage or use its own food and beverage vendor unless approved in writing by WEV.

X. Financial Addendum. The Participants and WEV have agreed to certain additional financial terms related to the Game set forth in the Financial Addendum attached hereto as Exhibit C (“Financial Addendum”) and incorporated by reference herein.

XI. Use of Venue and Participant Marks.

- a. Venue Marks. At no additional cost to Participant, WEV hereby grants to Participant a limited, non-exclusive, non-transferable, non-sublicensable, right and license to use, reproduce and display the names, logos, trademarks, and other identifying marks of the Venue set forth on Exhibit A (collectively, the “Venue Marks”) solely in connection with the advertising and promotion of the Game and to perform its obligations under this Agreement. Each proposed use of a Venue Mark by a Participant shall be subject to the prior written approval of WEV (not to be unreasonably withheld, conditioned or delayed); *provided* that use of a Venue Mark that was previously approved by WEV may continue to be used by a Participant in the same manner or substantially similar manner without additional approval. Use of the Venue Marks in connection with the sale of any Game Merchandise (defined in the Financial Addendum), if any, shall be subject to a separate agreement between WEV and the Participants. WEV retains all right, title, and interest in and to the Venue Marks, and all goodwill arising from Participants’ use thereof shall inure solely to the benefit of WEV. Participant shall use the Venue Marks in accordance with any reasonable brand usage guidelines provided by WEV and shall not use the Venue Marks in any manner that would materially harm or disparage the reputation, image, or goodwill of WEV or the Venue. For the avoidance of doubt, Participants shall have no right to use the name, trademarks, trade names or logos of FC Cincinnati.

- b. Participant Marks. At no additional cost to WEV, each Participant hereby grants to WEV a limited, non-exclusive, non-transferable, non-sublicensable, right and license to use, reproduce, and display the names, logos, trademarks, and other identifying marks of each Participant set forth on Exhibit B (collectively, the “Participant Marks”) solely in connection with the advertising, marketing, promotion, and presentation of the Game and to perform its obligations under this Agreement. Each proposed use of Participant Marks by WEV shall be subject to the prior written approval of the applicable Participant (not to be unreasonably withheld, conditioned, or delayed); *provided* that any use of Participant Marks previously approved by such Participant may continue to be used by WEV in the

same or a substantially similar manner without additional approval. Use of Participant Marks in connection with the sale of any Game Merchandise (defined in the Financial Addendum), if any, shall be subject to a separate agreement between WEV and the Participants. Each Participant retains all right, title, and interest in and to its Participant Marks, and all goodwill arising from WEV's use thereof shall inure solely to the benefit of such Participant. WEV shall use the Participant Marks in accordance with any reasonable brand usage guidelines provided by the applicable Participant and shall not use the Participant Marks in any manner that would materially harm or disparage the reputation, image, or goodwill of such Participant.

XII. Recording / Feeds.

- a. The Participants and their designees shall have the exclusive right to photograph, film, videotape, broadcast, webcast, record and/or otherwise reproduce the Game and its related activities on a live and/or delayed basis (collectively, "Broadcast Rights"). The Participants and their designees shall own in perpetuity and may exploit the products of all such activities in their discretion throughout the world in all media without further payment or compensation to WEV. The Participants shall be solely responsible for any and all costs and expenses incurred in connection with the exercise of the Broadcast Rights, including, without limitation, production, technical, transmission, staffing, equipment, union, talent, licensing, and distribution costs. The Participants shall retain exclusively all revenues derived from the Broadcast Rights, including without limitation rights fees, sublicensing fees, and any other consideration arising from the sale or exploitation of the Broadcast Rights. For the avoidance of doubt, all expenses incurred and revenue generated in connection with the Broadcast Rights shall not be subject to the Financial Addendum.
- b. Participants shall provide the following audio and video feeds (collectively, "Required Feeds"): (i) any audio or video feeds required for compliance with applicable laws (e.g. an audio feed for assistive listening devices); (ii) an audio and video feed to all suites and hospitality areas; and (iii) an audio and video feed to all club areas of the Venue (e.g. the Tunnel Club, Pitch View Club, Cincinnatus Club, and the First Financial Club). With the exception of the Required Feeds, WEV acknowledges that Participants are not required to provide any additional audio or video feeds to WEV for any purpose, including, without limitation, to press boxes or any other areas. WEV shall not copy or record, nor permit others to copy or record, all or any part of such feeds if any are provided.
- c. WEV has no right to conduct any audio and/or video recordings of the Game, which is prohibited without the express, prior written consent of the Participants. Upon request by WEV, each Participant shall use reasonable best efforts to provide photographs and other content related to the Game to WEV for the purpose of WEV providing historical information and commentary relating to the Game taking place at the Venue, including in any "pitch" or other Venue marketing materials.

XIII. Disclaimer; Damages to Venue.

- a. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WEV MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE VENUE OR ANY PORTION THEREOF, AND THE VENUE IS PROVIDED TO PARTICIPANTS "AS IS" AND WEV HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES.
- b. Following the Game, the Venue (including the grass field) shall be restored to substantially the same condition in which it existed prior to any alterations or installations made in connection with the Game, as determined by WEV in good faith. All costs and expenses

associated with such restoration (including any grass field restoration or replacement) shall be borne by the parties and subject to the Financial Addendum (“Restoration Expenses”); *provided*, however, that any damage to the Venue caused by the negligence or willful misconduct of a party or its employees, contractors, agents, or invitees shall be borne solely by such party.

- XIV. Participant Property and Equipment. Each Participant understands and agrees that except where caused by the negligence or willful misconduct of WEV, its agents or employees, WEV shall not be liable for any loss or damage to any personal property or equipment brought into the Venue by Participant or anyone on Participant’s behalf. All personal property and equipment placed or moved into the Venue shall be at the risk of Participant or the owner thereof (subject to the first sentence hereof). Participant further agrees that it shall be responsible to provide security whenever personal property and equipment either owned or used by the Participant, its employees, agents, or subcontractors is placed in the Venue, including any property or equipment necessary for set-up and dismantling, whether or not the Venue is open to the general public.
- XV. Governing Rules. The parties acknowledge and agree that the presentation and conduct of the Game may be subject to certain constitutions, bylaws, rules, regulations, interpretations, policies, and orders of the NCAA, the Big 12, and the MAC (collectively, “Governing Rules”). Each Participant represents and warrants that this Agreement does not conflict with the Governing Rules as in effect on the date of execution. If the Governing Rules, or an authoritative interpretation thereof, change in any material respect prior to the Game, the parties shall work together in good faith to make appropriate adjustments to ensure compliance. If the Governing Rules change prior to the Game in a manner that materially affects the rights or economic provisions of this Agreement, the parties shall negotiate in good faith appropriate adjustments to give effect to the intent of the parties while remaining compliant with the Governing Rules. As between the parties, the Participants shall be solely responsible for ensuring that the Game and all activities contemplated by this Agreement comply with the Governing Rules.
- XVI. Force Majeure.
- a. If the Venue or any portion thereof is destroyed or materially damaged so as to prevent the presentation of the Game, or if either party’s performance under this Agreement is prevented, delayed, or rendered impossible by a Force Majeure Event, then the affected party’s obligations shall be suspended without liability for the duration of such Force Majeure Event to the extent so affected. For purposes of this Agreement, a “Force Majeure Event” means any event or condition beyond the reasonable control of the party (or parties) claiming relief, including, without limitation, acts of God, fire, flood, earthquake, weather conditions, epidemic, pandemic, or other public health emergency, declaration of local, state, or national emergency, war, acts of terrorism, civil unrest or disorder, natural disaster, governmental action, or any other similar cause beyond a party’s reasonable control.
 - b. If a Force Majeure Event causes the Game not to commence at the scheduled date or time, or interrupts the Game after commencement, the parties shall cooperate in good faith to delay, postpone, continue, or reschedule the Game to a mutually acceptable alternative date and time, and shall prioritize, to the extent reasonably practicable, resumption or completion of the Game on the same day or within two (2) days thereafter. Any such rescheduled Game shall be subject to Venue availability, and Venue shall have no obligation to displace previously scheduled events or commitments. If, within thirty (30) days following the applicable Force Majeure Event, the parties are unable to agree upon a rescheduled date, this Agreement may be terminated by Venue or the Participants without further liability, except for (i) obligations accrued prior to the Force Majeure Event; and (ii) expenses incurred in connection with the Game prior to termination which shall be split by the parties in accordance with the percentage allocations in the Financial Addendum.

XVII. Insurance.

- a. WEV and each Participant represents that it has, or will secure, prior to the Game and will maintain during the Use Term:
 - i. Workers' Compensation coverage as and with limits required by applicable state law(s) and including coverage for sole proprietors, partners, officers or LLC members.
 - ii. Employers Liability coverage with limits of not less than \$1,000,000 each accident and each employee for disease.
 - iii. Occurrence-based Commercial General Liability coverage, including products liability, completed operations, personal and advertising injury, with limits of \$6,000,000 for each occurrence and \$7,000,000 aggregate.
 - iv. Automobile Liability coverage with limits for each Participant of not less than \$6,000,000 combined single limit each accident and \$7,000,000 aggregate covering all owned, non-owned and hired or leased vehicles.
- b. Each Participant's coverages set forth in subsections (iii-iv) above shall list the WEV and its affiliates as additional insureds with respect to the liability assumed in this Agreement by Participant.
- c. WEV's liability policies set forth in subsections (iii-iv) above shall list the Participants as additional insureds with respect to the liability assumed in this Agreement by WEV.
- d. Each Participant may self-insure to meet the minimum insurance requirements of Section XVII to the extent it maintains a self-insurance program. It is understood and agreed that WEV shall be entitled to receive the same coverage and benefits under each Participant's self-insurance program that WEV would have received had the insurance requirements been satisfied by a reputable insurance carrier. If a Participant self-insures its insurance requirements under this Agreement, then within fifteen (15) business days of execution of this Agreement, such Participant shall furnish to WEV a current copy of Participant's certification form for self-insurance or a current copy of the state department of insurance's letter of approval, whichever is appropriate. The insurance (including self-insurance) requirements set forth herein are not intended and shall not be construed to modify, limit, or reduce either Participant's liability under this Agreement to the limits of the policies of insurance (or self-insurance) required to be maintained by each Participant hereunder. WEV shall obtain and maintain event cancellation insurance for the Game at its sole expense, and such expense shall be a Participant Excluded Expense.
- e. WEV shall obtain and maintain event cancellation insurance for the Game at its sole expense, and such expense shall be a WEV Excluded Expense. WEV shall be responsible for administering any claim under such policy; provided that the parties shall reasonably cooperate with each other and with the insurer in connection with any such claim. WEV shall be entitled to retain one hundred percent (100%) of all proceeds received from such event cancellation insurance.

XVIII. Health and Safety Protocols. Without limitation of any of the parties' other obligations herein, the parties shall cooperate in good faith to establish, implement, and enforce reasonable and appropriate guidelines, practices, and health and safety protocols in connection with the operation of the premises solely as required by applicable state and local authorities.

XIX. Default and Termination. This Agreement may be terminated upon any of the following:

- a. The mutual written agreement of the parties.

- b. In writing upon the Default of a party, without limitation of any other available rights or remedies available to such party at law or in equity. “Default” means any of the following, after expiration of the applicable notice and cure periods set forth below:
- i. The failure of a party to comply with or perform any material term, condition, or covenant contained herein which is not cured within 30 days (or 2 days if the Game is within 10 days) after the defaulting party’s receipt of written notice thereof.
 - ii. The appointment of a court-appointed receiver, manager, trustee, liquidator or custodian to administer all or a substantial part of the business of such party, which appointment is not vacated within thirty (30) days of appointment.
 - iii. A party’s general assignment or attempted assignment for the benefit of creditors which has not been withdrawn within thirty (30) days of its filing.
 - iv. The filing by a party of a voluntary petition of bankruptcy or if a petition under federal bankruptcy laws or other insolvency laws is filed against a party and such petition has not been dismissed, stayed or withdrawn within thirty (30) days of its filing.

XX. Early Termination Damages. The parties hereby acknowledge and agree that each Participant is an instrumentality of the State of Ohio, subject to the Ohio Constitution and other applicable laws, including, without limitation, the Ohio Court of Claims Act (Ohio R.C. Chapter 2743) and Ohio R.C. 9.27. Under applicable Ohio law, each Participant is liable for actual damages resulting from contractual breaches. If the Game is terminated for convenience, the parties acknowledge that the non-cancelling party could incur actual damages, and that pursuing such damages may lead to net collections that are lower than the actual damages and may also generate ill-will. Therefore, unless cancellation is justified under the terms of this Agreement or applicable law, or agreed upon mutually, the parties are obliged to initially resolve any cancellation disputes through negotiation involving Senior Officials from each party before seeking legal recourse under applicable law. As used herein, “Senior Officials” are defined as each Participant’s respective athletic directors or other individuals authorized to sign contracts on behalf of their respective organizations. Senior Officials must undertake Good Faith Efforts to resolve disputes under this Section XX within ninety (90) business days of providing notice of the dispute in compliance with the notice requirements of this Agreement, with such notice detailing the specific issues at stake. As used in this Section XX, the term “Good Faith Efforts” means engaging in at least one (1) face-to-face or virtual meeting that includes Senior Officials from each Party. If the dispute remains unresolved after the ninety (90) day period, the the Party in breach will pay the lesser amount between \$400,000 or the actual, documented damages as prescribed by applicable Ohio law; provided, however, that for damages incurred by the Participants, the Participants may need to seek the permission of the Ohio Attorney General and/or the Ohio Court of Claims. Notwithstanding anything to the contrary in this Agreement, the non-breaching Party is obligated to make reasonable efforts to mitigate their damages.

XXI. Representations and Warranties.

- a. WEV represents, warrants, and covenants to each Participant that (i) WEV leases and operates the Venue and has the full power and authority to enter into this Agreement and to engage in the transaction contemplated hereby; (ii) the undersigned has the authority to execute this Agreement on WEV’s behalf; (iii) WEV shall provide the Venue for the Game in a good state of repair and in compliance with all applicable laws, regulations and health and safety and other applicable codes and regulations; (iv) WEV maintains (or will obtain) all building-related permits required for the day-to-day operation of the Venue; (v) WEV will perform its obligations under this Agreement in a professional and workmanlike

manner, and in compliance with all applicable agreements to which it is or becomes a party and all applicable laws, rules, and regulations; and (vi) to the best of WEV's knowledge, there is no rule, regulation, law, statute, claim, legal action, suit, arbitration, governmental investigation or other legal or administrative proceeding, order, decree or judgment in progress, pending in effect, or threatened, with respect to WEV or the Venue or that would otherwise materially affect this Agreement or the presentation of the Game.

- b. Each Participant represents to WEV that (i) it has full power and authority to enter into this Agreement and to engage in the transaction contemplated hereby; (ii) it has secured all necessary rights, commitments, and contracts to participate in the Game; (iii) the undersigned has the authority to execute this Agreement on Participant's behalf; (iv) no third party approvals or consents are necessary for Participant to comply with its obligations under this Agreement; (v) Participant will perform its obligations under this Agreement in a professional and workmanlike manner, and in compliance with all applicable agreements to which it is or becomes a party and all applicable laws, rules, and regulations; and (vi) any and all Game-related materials furnished or required by Participant will not infringe, violate, or otherwise misappropriate the proprietary rights of any third party.

XXII. Ohio Public Records Laws. The parties acknowledge that the Participants are public institutions of higher education and are subject to the Ohio Public Records Act. Notwithstanding anything in this Agreement to the contrary, the Participants' handling of any confidentiality obligations under this Agreement shall be subject to the limitations of this Section XXII, and records (as defined in Ohio Revised Code §§ 149.011 and 149.43) related to this Agreement may be subject to disclosure pursuant to the Ohio Public Records Act. Any disclosure by a Participant pursuant to the Ohio Public Records Act shall be limited to the minimum extent required by law.

XXIII. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO OHIO REVISED CODE 9.27(B)(4), EXCEPT TO THE EXTENT CAUSED BY A PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR LOST PROFITS OR BUSINESS, LOSS OF GOODWILL, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR FOR ANY EXEMPLARY, PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGES ARISE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE AND REGARDLESS OF WHETHER SUCH PARTY IS ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS SET FORTH IN THIS SECTION XXIII SHALL NOT APPLY TO ANY DAMAGES ARISING FROM OR RELATING TO A PARTICIPANT'S TERMINATION OF THIS AGREEMENT FOR CONVENIENCE.

XXIV. Relationship of the Parties. The parties shall at all times be independent contractors with respect to each other, and this Agreement shall not constitute a party as the agent, partner, or legal representative of any other party for any purpose whatsoever. Nothing contained in this Agreement will be deemed to constitute the Participants and WEV as partners or joint venturers with each other. Each party acknowledges and agrees that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other party in any way. Each party agrees that it will be solely responsible for the payment of all wages, federal, state and local income taxes, as well as all workers' compensation insurance requirements for all personnel it supplies pursuant to this Agreement.

XXV. Notices. All notices shall be in writing and shall be deemed duly given and received: (a) upon delivery with receipt acknowledged if delivered personally; (b) upon confirmed delivery with

signature receipt if sent by USPS; (c) upon confirmed delivery with signature receipt if sent by nationally recognized courier (e.g. FEDEX, UPS, etc.); or (d) if delivered by email: (i) as acknowledged in email or other writing by the receiving party; or (ii) upon confirmed delivery of a copy given by one of the other means in subsections (a-c). Notices shall be addressed or sent to the parties at the addresses set forth below. The provisions of this section shall not apply to ordinary business communications between the parties in the normal course of doing business.

To WEV: West End Ventures, LLC

1501 Central Parkway

Cincinnati, OH 45214

Attn: Legal Department

To UC: Director of Athletics

University of Cincinnati

2751 O'Varsity Way

Cincinnati, OH 45221-0021

With a copy to:

Office of General Counsel

University of Cincinnati

PO Box 210623

Cincinnati, OH 45221-0623

To Miami: Miami University

215 Roudebush Hall

501 E. High. St.

Oxford, OH 45056

Attn: Office of General Counsel

- XXVI. Agreement Not to be Construed Against Drafter. Each party acknowledges and agrees that it is entering into this Agreement voluntarily and free from coercion. Each party is advised to seek its own counsel concerning the interpretation and legal effect of this Agreement and has either obtained such counsel or has voluntarily refrained from doing so. Consequently, any rules of construction that any drafting ambiguities are to be resolved against the drafting party are not to be applied in the interpretation of this Agreement or any amendment to this Agreement.
- XXVII. Governing Law. This Agreement shall be construed under and in accordance with laws of the State of Ohio, County of Hamilton, and City of Cincinnati, without regard to its conflicts of laws principles that would cause the laws of any other jurisdiction to apply.
- XXVIII. Section Headings. Section headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

- XXIX. Entire Agreement. This Agreement and all exhibits contain the entire understanding between the parties hereto with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are replaced in total by this Agreement and exhibits attached hereto. This Agreement may be modified only by an agreement in writing signed by each of the parties.
- XXX. Waiver. If either party fails to enforce any of the provisions of this Agreement or any rights or fails to exercise any election provided in the Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. The failure of either party to exercise any of these provisions, rights or elections will not preclude or prejudice such party from later enforcing or exercising the same or any other provision, right or election which it may have under this Agreement.
- XXXI. Disputes. If a controversy, dispute or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this Agreement arises between the parties hereto, the parties shall first attempt to resolve such matter through good faith negotiation. To the extent permitted by applicable law, no dispute shall be consolidated with any claim or controversy of any person or entity who is not a party to this Agreement.
- XXXII. Counterparts / Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page to Follow]

Accepted and agreed as of the date above first written.

West End Ventures LLC

By: Jeff Berding
Jeff Berding (Jul 20, 2026 10:32:36 EDT)

Name: Jeff Berding

Title: President

University of Cincinnati

By: Thomas P. Glass
Thomas P. Glass (Jul 20, 2026 09:51:06 EDT)

Name: Thomas P. Glass

Title: Associate General Counsel

Miami University

By: David K Creamer
David K Creamer (Jul 20, 2026 10:06:09 EDT)

Name: David K Creamer

Title: Senior Vice President for Finance and Business Services

Exhibit A
Venue Marks

TQL STADIUM

Brand Logo Guidelines

Brand Logo & Marks



Primary Combination Mark

The Primary Combination Mark should **only** be used if:
- No imagery of the stadium is present within creative;
and Logo is used outside of the Stadium’s perimeter.



Primary Wordmark - Stacked



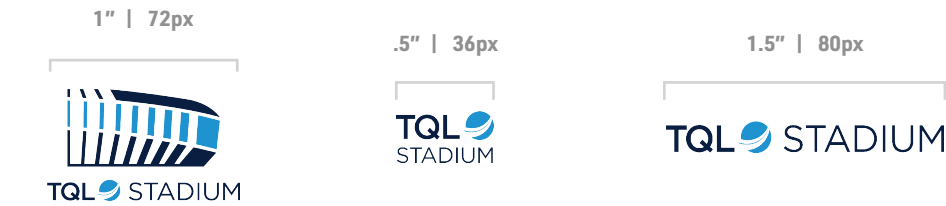
Primary Wordmark - Horizontal

Clear Space & Sizing

Clear space is the area surrounding the logos that must be kept free of other graphic elements to ensure the legibility of the logos on all communications.

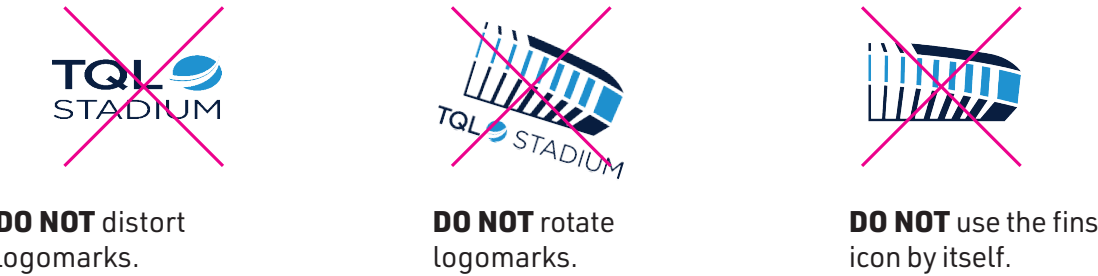


The minimum clear space is equal to the height of the TQL Stadium’s Orb.



When using the brand logo or logo mark at a small size please adhere to the minimum sizing.

Incorrect Usage

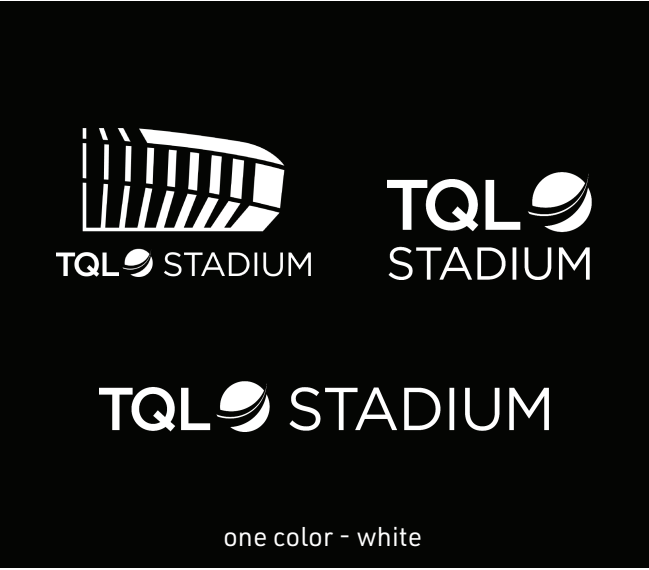


DO NOT distort logomarks. **DO NOT** rotate logomarks. **DO NOT** use the fins icon by itself.

Color Application

When using the brand logo in assets it should be **primarily applied against a white or blue** background.

If the logomarks are set on a non-brand colored background, the one color version is preferred.



Brand Colors

Process White RGB: 255, 255, 255 HEX: #FFFFFF	Process Blue C CMYK: 82, 29, 1, 0 RGB: 0, 144, 207 HEX: #0090CF
PMS 282 C CMYK: 100, 85, 25, 30 RGB: 4, 30, 66 HEX: #041E42	Process Black RGB: 0, 0, 0 HEX: #000000

Exhibit B
Participant Marks

UC Marks:



Game Marks: The name “2026 Battle for the Victory Bell” and associated marks and logos.

The Parties acknowledge and agree that the name of the Game and associated Game Marks is subject to change as a result of sponsorship opportunities, other change in circumstances, or by the agreement of the parties; provided, however, the parties shall be permitted to announce the Game and use the “2026 Battle for the Victory Bell” name and mutually agreed upon marks prior to finalization of such assets.

Furthermore, unless otherwise mutually agreed upon by the parties, the Participants shall provide the final name of the Game and associated Game Marks no later than July 6, 2026 to ensure the parties have adequate time to produce marketing materials and promotional items, as applicable.

Miami Marks:

VISUAL IDENTITY

PRIMARY MARK

The Beveled-M is the most recognized symbol on campus and beyond. It is typically depicted in red with a black border and white outline to set it apart.

The Beveled-M is the primary mark for the university and can be used on uniforms, facilities, social media, merchandise, and other applications. The script M, Miami, and other script variations on the following pages are to be used as supportive marks.



FULL-COLOR ON RED BACKGROUND

FULL-COLOR ON WHITE OR
LIGHT BACKGROUNDS

VISUAL IDENTITY: BEVELED-M

BEVELED-M COLORWAYS

Our diverse color palette honors the history of Miami University with classic red, white, and black, while also nodding to our aspirational future with the addition of a complementary gold. Color choices for our logo and wordmarks should always prioritize legibility. On white, the primary Beveled-M is preferred for most applications. At all times, the center portion of the Beveled-M mark must be either red or white (except as noted). Use the full-color version of the Beveled-M for most applications. Gold variations may be used selectively and should not be used in frequency superseding the primary Beveled-M, outlined on page 13. Only athletics may utilize the gold Beveled-M colorways.

The one-color versions should only be used on monochromatic applications or merchandise applications. The one-color black version should be used sparingly in situations where printing color options are limited. Gold variations may be used selectively.

The colors of the Beveled-M should not be altered from these versions, nor should the Beveled-M be used as a frame for a texture, photo, or other visual elements. Don't stretch, rotate, condense, or otherwise abstract it. Do not use the Beveled-M as part of a word. Any modifications of the Beveled-M can confuse its meaning or diminish its impact.

ON WHITE



PRIMARY MARK



GOLD VARIATION

FOR APPLICATIONS WITH LIMITED COLOR OPTIONS



100% RED



100% BLACK

SECONDARY COLORWAY OPTIONS

MIAMI RED



PRIMARY MARK



WHITE WITH GOLD VARIATION
(LIMITED USE)



ALL WHITE WITH GOLD VARIATION
(LIMITED USE)



100% WHITE
(LIMITED USE)

LIGHT TAN OR OFF-WHITE



PRIMARY MARK



WHITE WITH GOLD VARIATION

HEATHERED GRAY



PRIMARY MARK



100% WHITE

BLACK



PRIMARY MARK



GOLD VARIATION

VISUAL IDENTITY: BEVELED-WORDMARK

WORDMARK COLORWAYS

Color choices for wordmarks should always prioritize legibility. The wordmark should follow similar colorways as the Beveled-M.

The Beveled-Wordmark should primarily be displayed in red or white (except as noted). Use the single-color version of the wordmark for most applications. Gold variations may be used selectively, outlined on page 13. The Beveled-M should remain the primary mark utilized in most situations.

The one-color black version should be used sparingly in situations where printing color options are limited.

ON WHITE

MIAMI

100% RED

MIAMI

RED WITH GOLD SHIMMER VARIATION

MIAMI

WHITE WITH RED OUTLINE
(LIMITED USE)

FOR APPLICATIONS WITH
LIMITED COLOR OPTIONS

MIAMI

100% BLACK

SECONDARY COLORWAY OPTIONS

LIGHT TAN OR OFF-WHITE

MIAMI

100% RED

MIAMI

100% RED WITH WHITE OUTLINE
(LIMITED USE)

HEATHERED GRAY

MIAMI

100% WHITE

MIAMI

WHITE WITH RED OUTLINE
(LIMITED USE)

BLACK

MIAMI

100% WHITE

MIAMI

WHITE WITH RED OUTLINE
(LIMITED USE)

VISUAL IDENTITY: PRIMARY SCRIPT

SCRIPT COLORWAYS

Miami

Our unique script acts as a supporting piece that adds even more personality to our brand. Use it as an additional logo option for more expressive applications, such as alternate jerseys and merchandise. Do not overuse the script and reduce its uniqueness.

The script M mark is used only for baseball and softball applications.

The one-color black version should be used sparingly in situations where printing color options are limited. The script Miami should not be used in academic situations without prior approval from University Communications and Marketing (UCM) and/or Intercollegiate Athletics (ICA).

ON WHITE

Miami

100% RED

Miami

RED WITH BLACK OUTLINE

FOR APPLICATIONS WITH
LIMITED COLOR OPTIONS

Miami

100% BLACK

BASEBALL AND
SOFTBALL ONLY

M

100% RED

m m

WHITE WITH
GOLD OUTLINE

WHITE WITH
BLACK OUTLINE

SECONDARY COLORWAY OPTIONS

LIGHT TAN OR OFF-WHITE

Miami

100% RED

Miami

RED WITH BLACK OUTLINE

HEATHERED GRAY

Miami

100% WHITE

Miami

WHITE WITH BLACK OUTLINE

BLACK

Miami

100% WHITE

Miami

WHITE WITH GOLD OUTLINE
(LIMITED USE)

Exhibit C
Financial Addendum

1. Definitions.

- a. “Direct Expenses” means out-of-pocket costs and expenses incurred by a party that are directly attributable to the presentation, production, and operation of the Game and expressly excluding overhead and other indirect expenses. Direct Expenses shall include, without limitation, all fees paid to Levy, and all Restoration Expenses. Direct Expenses shall specifically exclude (i) the Participant Excluded Expenses; and (ii) the WEV Excluded Expenses.
- b. “Game Merchandise” means any merchandise, apparel, or other goods that reference or relate to the Game, including match-up items, commemorative items, or any items bearing the Participant Marks of both Participants and/or the Game itself (*e.g.* 2026 Battle for the Victory Bell at TQL Stadium t-shirts) and specifically excluding any FC Cincinnati or soccer-related merchandise.
- c. “Gross Revenue” means total gross revenues collected in connection with the Game, before deducting any expenses or allowances, but excluding any revenue generated from Game Broadcast Rights. Subject to Section XVIII.b.
- d. “Net Revenue” means Gross Revenue less Direct Expenses.
- e. “Participant Excluded Expenses” shall have the meaning set forth in Section III.a.
- f. “Participant Merchandise” means any merchandise, apparel, or other goods that bear the Participant Marks of one Participant only (*e.g.*, UC jerseys), and that do not reference the Game or the opposing Participant and specifically excluding any FC Cincinnati or soccer-related merchandise.
- g. “Restoration Expenses” shall have the meaning set forth in Section XIII.b.
- h. “WEV Excluded Expenses” shall have the meaning set forth in Section II.e

2. General Game Net Revenue. Except as set forth in Section 3 and Section 4 below, the parties shall share all Net Revenue generated in connection with the Game (including ticket sales, F&B, and parking) in accordance with the percentage allocations set forth below:

- a. UC: 35%
- b. Miami: 35%
- c. WEV: 30%

Except as set forth in Section 3 and Section 4 below, any expenses incurred in connection with the Game shall be allocated among the parties in accordance with the foregoing percentage allocations.

Notwithstanding anything to the contrary in this Agreement, up to \$100,000 of marketing and promotion costs shall be treated as Direct Expenses. Any such costs in excess of \$100,000 shall not constitute Direct Expenses and shall be borne solely by the Participants unless otherwise approved in writing by WEV.

3. Net Suite and Sponsorship Revenue. The parties shall share all Net Revenue generated from Game Sponsorship sales and Available Suite sales in accordance with the percentage allocations set forth below:

- a. UC: 37.5%

b. **Miami:** 37.5%

c. **WEV:** 25%

Any expenses incurred in connection with Game Sponsorship sales or Available Suite sales shall be allocated among the parties in accordance with the foregoing percentage allocations.

4. Merchandise Net Revenue.

a. Game Merchandise. The parties shall negotiate in good faith a mutually agreed Net Revenue split for Game Merchandise and shall further negotiate and enter into any and all agreements, consents, and intellectual property licenses reasonably required to manufacture, market, and sell such Game Merchandise in connection with the Game.

b. Participant Merchandise. WEV and the applicable Participant shall share all Net Revenue generated from Participant Merchandise sales at the Venue in connection with the Game in accordance with the percentage allocations set forth below:

i. **Participant:** 80%

ii. **WEV:** 20%

For purposes of illustration, if a UC jersey is sold at the Game, 80% of the Net Revenue derived from such sale shall be allocated to UC, 20% shall be allocated to WEV, and 0% shall be allocated to Miami.

Each Participant shall be solely responsible for any prepaid expenses incurred in connection with its Participant Merchandise. Any unsold Participant Merchandise shall be retained by the applicable Participant, and no costs, expenses, or losses associated with the design, production, or procurement of such unsold Participant Merchandise shall be treated as Direct Expenses or otherwise reimbursable or shared by WEV or any other Participant.

5. Budget. The parties acknowledge and agree that the initial budget for the Game, including the anticipated Direct Expenses, is attached hereto as Schedule 1 (the "Budget"). The Budget may be updated or amended by all parties in writing from time to time. Except for Restoration Expenses, which shall not be subject to any cap or limitation, no party may exceed the Direct Expenses allocated to any line item in the Budget by more than five percent (5%) without the prior written consent of the other parties.

6. Supporting Documentation; Settlement of Accounts.

a. **Supporting Documentation.** Each party shall retain and provide documentation, receipts, and other supporting materials reasonably necessary to substantiate the calculations and allocations set forth in this Financial Addendum, including, without limitation, those relating to Direct Expenses and Gross Revenue. The parties shall work together in good faith and provide such documentation, receipts, and supporting materials to each other upon reasonable request in connection with verifying the amounts contemplated herein.

b. **Accounting and Settlement.**

i. Within ten (10) days following the conclusion of the Game, the parties shall provide WEV with all information necessary to prepare a preliminary settlement statement, including receipts for all Direct Expenses and documentation related to Gross Revenue. WEV shall then prepare and deliver to the parties a preliminary settlement statement setting forth a good faith estimate of Gross Revenue, Direct Expenses, Net Revenue, and the amounts preliminarily payable to each party pursuant to this Financial Addendum and the Agreement (the "Preliminary

Settlement”). The parties shall promptly review the Preliminary Settlement and notify WEV of any good faith disputes within ten (10) days after receipt.

- ii. Within forty-five (45) days following the conclusion of the Game, WEV shall prepare and deliver to the parties a final written accounting setting forth Gross Revenue, Direct Expenses, Net Revenue, and each party’s share thereof pursuant to this Financial Addendum and the Agreement (the “Final Accounting”). The parties shall have ten (10) days following receipt of the Final Accounting to notify WEV of any good faith dispute with respect thereto. If no dispute is raised within such ten (10) day period, the Final Accounting shall be deemed accepted by the parties. All amounts owed by one party to another pursuant to the Final Accounting shall be paid no later than ten (10) days following the expiration of such dispute period.

Schedule 1

Budget

See attached.

Gameday Staff	Budgeted
Gameday Workers	Per Game
Brand Marketing Communications	
Ticketing	700
Secret Shoppers	
Communications	750
Grassroots Marketing	
Partnerships Interns/Gameday Workers	
Event Ops Assistant	500
Promo Team	1700
Promo Team Leads	300
Host	
Mascot	
Independent Contractors	
Match Production Contractors	7500
Tech Support Services	
Meteorologist Services	550
Stagehands for Nets	2100
Elevator Technician	4000
Guest Experience Ambass.	
Gameday GEAs	19750
Gameday GEA Leads	2700
Gameday CR Groups (Giveaways)	
TBD	
Total Gameday Staff	40550

Traffic Control

Parking Operations	
Parking Barriers - Meridian	1300
Shuttle Buses	5250
Parking Message Boards	3000
84.51 EE Parking	2050
Traffic Control Services - City of Cincy	4000
City of Cincinnati - Traffic Engineering Services	500
Hamilton County Revenue Share	
Employee Parking - Misc.	
SP+	
Payroll	1500
Contract Labor - Instaworker	300
Parking Equipment	
Security - Aegis	700
Security - Deputies/RollKall	1250

Total Traffic Control	19850
-----------------------	-------

Security

Security Expense

CPD Detail	22000
CPD Admin	2000
Police OT Salaries, Fringe Ben., and Admin Fees	450
BEST Gameday Security	57000
K9 Sweeps	3000
Hamilton County	5200
Hamilton County Admin	400
OSHP	2500
OSHP Vehicles & Administrative Fees	1200
Crime analyst	900
Cincinnati FD Services	6800
Neighborhood Support	
Misc. Gameday Security Services	

Medical Expense

Ambulance	5250
First Aid Room Staff	3400
Practice Coverage	

Total Security	110100
----------------	--------

Stadium Set Up/Clean Up

Stadium Set Up - Field Board Removal and Install	14,000
Stadium Set Up - Bleacher Flips	14,000
Stadium Clean Up	35,000.00
Stadium Pre-Clean	2,000.00
Bailey Powerwash	2,000.00
Match Window Cleaning	6500
OTR & West End Neighborhood Clean-Up	1000.00

Total Stadium Set Up/Clean Up	74500.00
-------------------------------	----------

Miscellaneous Expense

Pressbox Food (Staff)

Ops Booths	
Media Dining	
Gameday Staff Meal	1500
Guest Experience Water	100
First Aid Ice	50

City Tax Expense

	Ball Grounds Fee	300
Pregame Entertainment		
	Fireworks Display	
	Supporter Smoke	
	DJ Prymtime	500
	Uniforms	
	Closed Captioning	750
	MP Platform Activations	
	Music License Billback	
	Musco	
	APM	
	Shoflo	
	Washington Park	2500
	Face Paint/Balloon Artist	
	Band/DJs at Washington Park	825
	Branded Tents/Photo Activations	
	Stadium Music/Bands	
	Gameday Promotional Giveaways	
	Pre-Match SWAG	
	Birthday Treat	
	Fan Exp Platform Activations	3400
	Stadium Steps	
	Pregame Activation Supplies & Rentals	500
Signage		
	Marketing Signage	
Marketing		
	Marketing Expenses	100000
Gameday Expenses - Event Ops		
	TQLS Guest Locker Rental	1250
	Water/Soda	800
	Misc Gameday Event Ops Supplies	
	TQLS Gameday Operational Support	
	Gameday Signage	750
	Lanyards	
	Credentials	
Freelance Photography		
	Sponsorship Photography	
Equipment Expense		
	Radio rental	
	Staff Check-in tent	
Gameday Expenses - GEA		
	Credentials	1100
	Cloth Wristbands	750
	Non-Cloth Wristbands	215

	Handstamps (Markers)	40
	GEA Dinner	900
	Fan Vouchers	200
	Gameday GEA Supplies	300
	Uniform cleaning	
	Staff recognition	135
	Handwarmers	
	Interpreters	
	Fan reimbursement	
	Misc GEA Needs	
Other		
	Credentials	
	Cloth Wristbands	
	Non-Cloth Wristbands	
	Handstamps (Markers)	50
	Lanyards	
	Gameday Signage	
	Permits	250
	Box Office Dinner	50
	JaniKing Dinner	80
	Dak scoreboard layout	2000
	Ticketing Misc Gameday Expenses	
	Visiting Team Hotel	
	Visiting Team Suite F&B	
	Equipment Expenses - shared	550.2
	Contingency	25000
Broadcast Fees		

Total Miscellaneous Expenses	144845.2
-------------------------------------	-----------------

Total Expenses	389845.20
-----------------------	------------------