

NAMING, ADVERTISING AND SPONSORSHIP AGREEMENT

THIS NAMING, ADVERTISING AND SPONSORSHIP AGREEMENT ("Agreement"), dated as of May 1, 2023 is entered into by and between Global Spectrum, L.P., a limited partnership organized under the laws of the State of Delaware ("Operator"), as agent on behalf of the City of Brookings ("Owner"), and Dacotah Bank, a corporation organized under the laws of South Dakota ("Sponsor").

WITNESSETH:

WHEREAS, Owner owns a multi-purpose convention center in Brookings, South Dakota (the "Facility") for the purpose of holding various public events and other attractions which may be scheduled therein; and

WHEREAS, Owner has the right to designate the name of the Facility and to license such right to others (the "Naming Rights") and to sell and grant certain other Sponsorship, promotional, advertising and similar rights and benefits associated with the Facility (the "Facility Advertising Rights"); and

WHEREAS, Sponsor is engaged in the business of banking, mortgage & trust, wealth management and financial services (the "Product Category") and desires to promote its business through an association with the Facility, and Owner is willing to grant to the Sponsor the Naming Rights and Facility Advertising Rights, all subject to the terms and conditions set forth herein; and

WHEREAS, Owner has authorized Operator to enter into agreements with respect to the Naming Rights and Facility Advertising Rights on Owner's behalf.

NOW, THEREFORE, based upon the terms, conditions, covenants and considerations hereinafter set forth, the parties hereby mutually agree as follows:

1. LICENSE OF NAME. Owner hereby grants to Sponsor exclusively the Naming Rights during the Term (as defined hereinafter), on the conditions contained in this Agreement.

2. NAME OF FACILITY; LOGO.

(a) Sponsor will determine the name of the Facility following execution of this Agreement (the "Facility Name"), subject to the approval of the City of Brookings (the "City"). The Facility will continue to be so named for the Term of this Agreement, or until Sponsor renames the Facility in the manner and subject to the terms provided in this Agreement, or until this Agreement is terminated in the manner herein provided.

(b) Following the date hereof, the parties shall jointly develop a Facility logo, which shall include the Facility Name ("Facility Logo"). The Facility Logo shall be subject to the mutual agreement of the parties, including the Owner, not to be unreasonably withheld, and Owner has agreed to provide an initial Facility Logo for review by Owner immediately upon execution hereof. In the event Owner rejects the proposed Facility Logo, Owner will provide the Sponsor with specific feedback regarding the reasons for the decision and recommendations for resolving the Owner's concerns. If, following up to six (6) rounds of revisions, and no more than ninety (90) days, the parties

are unable to agree on the final Facility Logo, either party may immediately terminate this Agreement upon five (5) days' written notice, Owner shall refund to Sponsor a prorated portion of the Annual Fee based on the number of days elapsed during the first Contract Year. After development and approval of the Facility Logo by the parties and the City, the Facility Logo shall be attached to this Agreement as Exhibit B hereto, which Exhibit shall then be signed by the parties hereto.

3. TERM.

(a) This Agreement is effective and enforceable upon execution by the parties. The term of this Agreement ("Term") shall commence on May 1, 2023 and shall expire on the April 30, 2033. The twelve (12) month period beginning on May 1, 2023 and ending on April 30, 2024 and each successive twelve (12) month period thereafter during the Term, is sometimes referred to herein as a "Contract Year".

(b) Provided that Sponsor is not in default hereunder, Sponsor shall have the exclusive right to negotiate for the purchase, upon expiration of the Term, of the several rights (or similar rights) which are the subject of this Agreement, as set forth in this Section 3(b). In the event Sponsor desires to exercise such right, it shall so notify Operator in writing no later than the date which is eighteen (18) months prior to the expiration of the Term. Within a reasonable period of time after receipt of such notice, Operator shall send written notice to Sponsor setting forth its proposal regarding the terms and conditions of such agreement (including term, elements and costs). Operator shall thereafter negotiate with Sponsor, in good faith, up to the date which is one (1) year prior to the date of expiration of the Term with respect thereto. In the event that Sponsor and Operator do not reach agreement on the terms of an extension by such date, then Operator shall be free to negotiate and contract with any third party(ies) in respect of all or any of the various rights and benefits granted in this agreement, on such terms and conditions as Operator and such third party(ies) shall then agree, and this agreement shall terminate upon expiration of the then-current Term.

4. ANNUAL FEE.

(a) As consideration for the various rights granted by Owner to Sponsor hereunder, Sponsor shall pay to Owner each Contract Year an annual fee ("Annual Fee") in accordance with the following schedule, unless otherwise agreed upon by the parties:

<u>Contract Year</u>	<u>Annual Fee</u>
1	\$150,000
2	\$150,000
3	\$150,000
4	\$150,000
5	\$150,000
6	\$150,000
7	\$150,000
8	\$150,000
9	\$150,000
10	\$150,000

(b) The Annual Fee for each Contract Year shall be payable no later than May 1 of the then-current Contract Year.

(c) All Annual Fee payments due hereunder shall be made by Sponsor by wire transfer, check or bank draft, payable to Owner or its designee at its designated address, upon receipt of invoice no later than the dates set forth above, unless otherwise agreed by the parties. All sums quoted are net of any agency fees, commissions or the like that may be payable by Sponsor to its advertising and media agencies (if any) and any applicable taxes (if any). Sponsor's billing address is listed in Section 20(c) below.

5. USE OF NAME.

During the Term hereof, Owner, when making reference to the Facility (including, without limitation, in its contracts, agreements, arrangements, writings, and communications pertaining to the Facility and to and with the Facility's operators, Tenants (defined below), licensees and other users, the media and others), shall use the Facility Name and, where applicable, the Sponsor logo, trademark and/or service mark, to the extent it is incorporated into the Facility Name or the Facility Logo (collectively, the "Trademarks"), and shall require all parties contracting with Owner, including without limitation Operator and any other tenants leasing the Facility (the "Tenants"), to refer to and designate the Facility as aforementioned. This required use and designation of the Facility Name and, where applicable, the Facility Logo, shall include, but not be limited to: Internet web sites related to the Facility or referencing the Facility (if any), to the extent controlled by Owner or the Tenants; printed materials generated by or on behalf of Owner with reference to the Facility and its address; advertising by the Facility's users which refers to the Facility; all schedules and admission tickets issued by any Tenant or user for Facility events; and all public relations releases issued by or on behalf of Owner, or the Tenants; provided, however, that Owner shall not be responsible for any error or omission by third parties, as long as Owner has otherwise complied with the terms of this Agreement. Notwithstanding anything stated herein to the contrary, isolated, inadvertent omissions of the Facility Name or Facility Logo by Owner or any other person in connection with the Facility shall not be deemed a violation of this Section.

6. TRADEMARKS; MERCHANDISING.

(a) Sponsor hereby grants to Operator, Owner, its Tenants and licensees and their respective agents, a non-exclusive, nontransferable, revocable, limited license to use the Trademarks during the Term of this Agreement and subject to the terms and conditions hereinafter set forth in order to carry out Owner's obligations hereunder. Sponsor shall furnish Owner with pre-approved specimens of such Trademarks for use by the foregoing persons as contemplated hereby, and Owner shall not deviate therefrom (or permit others controlled by Owner to deviate therefrom) without obtaining the prior approval of Sponsor (not to be unreasonably withheld or delayed).

(b) Owner shall have the exclusive merchandising rights for all commercial marketing and merchandising of goods displaying or using the Facility Name or the Facility Logo (including any Trademarks) or image or both established under this Agreement (the "Merchandising Rights"). Owner shall require its licensees of the Merchandising Rights to use the Facility Name and Facility Logo in a tasteful manner.

(c) Sponsor shall have the right to use the Facility Name and/or Facility Logo in its advertisements and/or promotions in all manners deemed appropriate by Sponsor to publicize Sponsor's sponsorship of the Facility and in connection with Sponsor's general marketing efforts.

7. EXCLUSIVITY.

(a) Except as outlined herein, Sponsor shall have exclusive advertising, signage and promotional rights with respect to all signage within, without or at the Facility within the Product Category, including without limitation all benefits listed on Exhibit A hereto, and along with the exclusive right to identify itself as the official sponsor of the Facility within the Product Category, and except as otherwise expressly provided herein, Owner shall not permit any Competitor (defined below) to advertise or promote themselves generally or any products within the Product Category in connection with the Facility. For purposes of this Agreement, the term "Competitor" shall mean any firm, company or other person other than Sponsor that is primarily engaged in providing products or services in the Product Category.

(b) By way of example and not limitation, because Sponsor's rights to exclusivity within the Product Category are limited, (i) Owner shall be able to engage, or permit its licensees, promoters or sponsors of events at the Facility to engage Competitors as sponsors or advertisers of one-time or limited engagement events at the Facility with Sponsor's prior consent not to be unreasonably withheld and, in connection therewith, the display of temporary banners, signs and similar event-specific materials for such Competitor or their products or services shall not be deemed a violation of the grant of exclusivity provided for herein and (ii) one-time hospitality and associated promotional announcements at the Facility for any person (including a Competitor) shall also be permitted. However, ongoing sponsorships or extended promotional relationships which extend beyond a single isolated event, such as sponsorship of concessions or other Facility functions, are prohibited under this provision, except to the extent there is already a sponsorship agreement in place between Owner and a Competitor. If such a sponsorship relationship already exists, Owner will provide Sponsor with written notice of the relationship and the expiration date.

8. SIGNS, ADVERTISING AND ADDITIONAL RIGHTS.

(a) Other Exterior Signage. During the Term, Owner shall prominently display the Facility Name in those exterior areas outlined in the attached Exhibit A, each of which shall be subject to Sponsor's reasonable approval with respect to design and specifications:

(b) Interior Signage and Advertising. During the Term, Owner shall display the Facility Name or Sponsor advertising (as specified below) in those interior advertising signs and elements as outlined in the attached Exhibit A and provide Sponsor with the additional rights and benefits listed in the attached Exhibit A.

(c) Miscellaneous Facility Name or Facility Logo Identification. During the Term, Owner shall have the Facility Name or Facility Logo identification included with all official Facility references, including all uniforms of Facility employees (concession and maintenance personnel), all tickets, passes, and the like for any public, ticketed event held at the Facility, printed concession menus, letterhead stationery, business cards, envelopes, Christmas cards, news or press releases generated by

Owner or its Tenants or licensees or their respective agents, announcements of coming events, printed event schedules and other printed advertising or promotional brochures, banners, posters, merchandise or other materials of or relating to the Facility, and public address announcements for the Facility during Facility events; provided, however, that with respect to this clause, Owner may also allow the names or logos of other companies (other than Competitors as defined in Section 7 above) to appear on such items, as long as the Facility Name and Facility Logo remain prominent on such materials. Costs for such miscellaneous materials will be borne by the party initiating the materials. Owner agrees to provide Sponsor with a first right of refusal on any additional signage and promotional opportunities as they arise.

(d) Facility or Event Sponsorships. During the Term, Sponsor shall have the right to include a disclaimer for other Facility sponsors or event promotions (whether event-specific or Facility-wide sponsorships) (each, a "New Sponsor") for which Sponsor has a reasonable, good faith concern about being associated, in its reasonable discretion. In connection with the foregoing, Operator shall notify Facility Naming Sponsor of each New Sponsor (email shall be sufficient) and Sponsor shall have 2 business days of Sponsor from receipt of such notice to confirm whether Owner will include the following disclaimer – Dacotah Bank Is not affiliated with, and does not endorse, [New Sponsor name] (or modifications thereof, as mutually agreed at the time of notification) – in any New Sponsor sponsorship public advertising messages and/or materials; provided Operator's inadvertent failure to notify Sponsor of any New Sponsor shall not be deemed a material breach of this Agreement but Operator shall work with Sponsor to redress any such missed notifications promptly.

(e) Signage Evolution.

(i) Sponsor and Owner acknowledge that signage and advertising opportunities in the Facility may evolve over the course of the Term, and the advertising and sponsorship elements described in this Section 8 may be changed by mutual agreement of the parties.

(ii) In addition, if any of the original elements enumerated herein is for any reason discontinued or no longer available, Owner shall have the right, without being deemed in breach hereof, to modify the elements and/or substitute others of at least equivalent value (in the aggregate), as such value is determined by Owner in its reasonable discretion based upon Owner's then-applicable rates. Furthermore, the parties each recognize that laws, rules or regulations may, from time to time, preclude various rights being exercised under this Agreement, which may dilute the promotional value granted to Sponsor hereunder. In such event, Owner and Sponsor will negotiate in good faith with respect to new and/or additional elements which may restore substantially all of the promotional value herein granted, but in no event shall the Annual Fees paid by Sponsor to Owner hereunder be reduced as a result of the preclusive effect of such laws, rules or regulations.

(f) Make Goods. If Owner does not or cannot provide any element or benefit referenced herein, for any reason whatsoever, then Facility shall provide a "make-good" of the affected element/benefit, whether by substituting another advertising or sponsorship element/benefit of comparable value or extending the timeframe for provision of the affected element/benefit, subject to Sponsor's reasonable discretion, based on the Owner's then-applicable rate card/inventory. The parties shall work together in good faith in respect of all 'make-goods,' and all such 'make-goods' shall reasonably approximate based on available inventory, rate cards, and Facility updates (if applicable) the affected element/benefit. The remedies provided for in this paragraph shall be exclusive remedies in the event

that Owner does not or is unable, for any reason, to provide any advertising or sponsorship element or benefit referenced in this Agreement.

9. LIMITATIONS ON RIGHTS.

(a) All rights not expressly granted to Sponsor herein are hereby reserved to Owner and the Facility's various present and future tenants and licensees from time to time. Sponsor hereby acknowledges and agrees that Owner has retained the sole and exclusive right to enter into signage and advertising commitments with other parties and cause additional signage and advertising to be displayed throughout and with respect to the Facility, provided only that such signage and advertising does not infringe upon the exclusive rights granted pursuant to Section 7 hereof.

(b) Display and, if applicable, illumination of signage shall be limited to those events for which the Facility is open to the general public for an event, and illumination of signage shall further be limited to those events in which illumination is appropriate. Such display and illumination shall further be subject to any restrictions imposed by any third party event promoters.

10. SIGN AND ADVERTISING PRODUCTION; SIGN MAINTENANCE; SIGN REPLACEMENT.

(a) Sponsor shall be responsible for all production and installation costs related to its signage and advertising, including, without limitation, any production and installation costs for Facility Name/Facility Logo-specific signage and advertising in the future and any costs associated with removal of signage at the end of the Term. Sponsor shall be solely responsible for producing the creative. The costs to be borne by Sponsor as described in this Section 10 are in addition to the fees due from Sponsor as set forth in Section 4 above. Owner shall invoice Sponsor for these costs in advance, and Sponsor shall pay Owner within 30 days of invoice. Except as otherwise contemplated by Section 10, no changes shall be made with respect to Facility Name or Facility Logo signage without the mutual agreement of the parties.

(i) In the event Sponsor directs that any advertising signage be changed or rotated/alternated with other Sponsor advertising during the Term, Sponsor shall be responsible for the production and fabrication thereof and for the actual installation/removal expenses incurred by Owner as a result thereof.

(ii) In addition, if Sponsor desires that Owner store any of Sponsor's permanent advertising signage during the Term, Owner shall store such signage in the Facility (provided that Owner has storage capacity). Owner shall not be responsible for any damage, loss, or theft of aforementioned signage unless due to Owner's negligence.

(b) Owner shall clean and use reasonable efforts to maintain in a state of reasonably good condition and repair, reasonable wear and tear excepted, the Marquee and all other signs identifying the Facility or advertising Sponsor as required by this Agreement after their installation. Cost of general maintenance and repair shall be borne by Owner, along with the costs to power any permanent signage.

(c) (i) In the event Sponsor changes its name or logo or desires to replace the Marquee after its initial installation (to the extent permitted hereunder), Sponsor shall be responsible, at its cost, for the design and production of such replacement Marquee. Once installed, title to any replacement Marquee shall vest with Owner. Any such changes shall be subject to the reasonable approval of Owner and any applicable zoning or other legal requirements.

(ii) With respect to all other advertising and promotions initiated by Sponsor described herein (*i.e.*, other than permanent signage described in Subsection 10(a) above), Sponsor shall furnish the associated advertising and promotional material at its cost and expense and be responsible for all production costs with respect to the advertising and promotional materials which are subjects of this Agreement. For the sake of clarity, all costs associated with any advertising or other materials or signage initiated by Owner in the course of promoting the Facility or conducting business on behalf of the Facility will be borne by Owner. Sponsor has no cost obligations associated with such materials, despite the fact Sponsor's name and the Facility Name/Facility Logo will appear in such materials.

(iii) Owner and its agents shall have the absolute right to approve all signage and other advertising features which are to be furnished by Sponsor hereunder, which approval shall not be unreasonably withheld, and all such material will be considered approved if not expressly rejected by Owner within ten (10) business days after it is submitted.

11. RENAMING.

(a) In the event Sponsor desires to rename the Facility, it shall do so only with the consent of Owner, which consent Owner may in its sole discretion withhold, it being in part the purpose of this Agreement to establish a long term and continuous name for the Facility; provided, however, that, if the renaming occurs in connection with (i) the merger of Sponsor into a third party, or (ii) the sale of all or substantially all of the stock or assets of Sponsor to a third party, then Sponsor shall have the right to rename the Facility upon providing at least ninety (90) days prior written notice to Owner (*i.e.*, but without seeking Owner's consent), subject to the provisions of Section 14. Sponsor and Owner shall coordinate the timing of the name change to minimize the costs associated therewith; it being understood that Sponsor shall reimburse Owner for any out-of-pocket costs or expenses Owner incurs as a result of such name change (including without limitation the cost or expense of removing existing signage referencing the Facility Name or Facility Logo, designing and producing new signage (which shall be subject to the approval of Owner, not to be unreasonably withheld) and installing such new signage in or at the Facility).

(b) Notwithstanding anything stated herein to the contrary, (i) in no event may Sponsor rename the Facility more than once during the Term, and (ii) Sponsor will not have the right to rename the Facility if any of the transactions described in clause (i) or (ii) of subsection (a) above, in Owner's reasonable opinion, create or tend to create a negative connotation for, or impair or tend to impair the goodwill of, the Facility. If such an event happens, then Owner may, at its sole option, elect to terminate this Agreement upon giving prior written notice to Sponsor, with such termination to be effective as of the closing date of the above-referenced transaction. Upon any such termination, Owner shall, if applicable, provide Sponsor with a refund of any unearned portion of any Annual Fee paid, based on the date of such closing.

12. DESTRUCTION OF FACILITY; CESSATION OR INTERRUPTION OF OPERATIONS;
CLOSURE OF FACILITY;

(a) If the Facility is wholly or substantially destroyed or condemned, Owner will determine whether or not it will rebuild the Facility within a reasonable time, and Owner will promptly notify Sponsor of Owner's intention in writing. If Owner determines it will rebuild, then the Term shall be extended by an amount of time equal to the time that elapsed between the date of the last event held at the Facility prior to its destruction and the date of the first event held subsequent thereto, to the extent such period exceeds ninety (90) days and subject to Sponsor's approval, not to be unreasonably withheld. If Owner (i) determines it will not rebuild the Facility or (ii) does not substantially rebuild the Facility within eighteen (18) months, then this Agreement shall terminate as of the date of the last event, and, if applicable, Owner shall refund to Sponsor the unearned portion of any Annual Fee paid, based on the termination date.

(b) In addition, upon the cessation or material interruption of use or operation, for any other reason whatsoever or no reason (including but not limited due to a *force majeure* not described in Subsection 12(a) above), the Term of this Agreement shall be extended by an amount of time equal to the time that elapsed between the date of the last event held at the Facility prior to the cessation or material interruption of operations and the date of the first event held subsequent thereto, to the extent such period exceeds ninety (90) days.

(c) The Owner retains the right, in its sole discretion, to permanently close or cease operations of the Facility. Any such closure or cessation of operations shall not be deemed a breach of this Agreement by Owner, but Owner shall, if applicable, provide Sponsor with a refund of any unearned portion of any Annual Fee paid, based on the actual closing date of the Facility and Sponsor shall be released from the obligation of any future payments.

(d) If any officer, director, or other senior management level employee of either party (including in the case of Operator, either Operator or Owner) is charged with a felony involving moral turpitude, which for avoidance of doubt shall include any involving money laundering or OFAC violations, which results in a public report which has a material adverse impact on the image of the other party, in such party's reasonable determination and as supported by objective evidence of such negative public backlash (i.e., negative emails, phone messages, news reports, etc.) (each, a "Morals Clause Violation"), then, within 120 days of such Morals Clause Violation, the damaged party may terminate this Agreement effective immediately upon written notice of termination to the other party. In addition, the Sponsor may terminate the Agreement immediately if required to do so by law or regulation or by any regulatory body with authority over Sponsor or Sponsor's activities (a "Regulatory Requirement") and provided that, to the extent permitted by applicable law, Sponsor provides reasonable proof of such Regulatory Requirement to Operator. In the event of any termination resulting from a Morals Clause Violation or Regulatory Requirement, the Operator shall be due one full Annual Fee (prorated to \$12,500/month) from the date of such termination, which amount shall be reduced by the number of *full* months remaining during the Contract Year in which termination is effective. By way of example only, if the Agreement is terminated on January 3 of any Contract Year (with three *full* months remaining), Sponsor shall be responsible for payment of an additional \$112,500 (e.g., 12 months of Annual Fee payments from the effective date of termination (\$150,000), reduced by the three full remaining months of the Contract Year in which termination is effective (\$37,500)).

13. EFFECT OF EARLY TERMINATION. Upon termination of this Agreement for any reason prior to the end of the Term, Owner shall, within a reasonable time not to exceed ninety (90) days, remove, at its discretion, either the signs bearing the Facility Name and Facility Logo or remove the Facility Name and Facility Logo from the signs and use commercially reasonable efforts to remove or replace all other references to the Facility Name and Facility Logo contained in all other official Facility materials and items as soon as practicable; and remove and either destroy or make available to Sponsor for pick-up all other Sponsor signage then displayed throughout the Facility. Upon termination Owner will be free to rename the Facility and shall cease and desist from referring to the Facility by the Facility Name and using the Facility Logo, except that reference by others to the established name or logo shall not be a violation of this Agreement or give rise to any legal or equitable claim or cause of action against either party hereto. Owner shall make reasonable efforts to notify parties contracting with Owner or its agents to cease and desist from referring to the Facility by the Facility Name. In addition, upon any such termination, Sponsor will cease and desist from referring to the Facility by the Facility Name or using the Facility Logo or including such reference in any marketing literature or campaign.

14. ASSIGNABILITY AND TRANSFERABILITY; SALE OF RIGHTS.
Except as otherwise provided in this Section 14, the rights and obligations created by this Agreement are personal to and shall not be transferred or assigned by Sponsor, except by written agreement of Owner.

(a) (i) Sponsor shall not assign or transfer this Agreement and/or its rights or duties hereunder (by operation of law or otherwise) without the prior written consent of Owner, which may be granted or withheld in Owner's reasonable discretion. Notwithstanding, Sponsor may assign all rights and obligations hereunder in the event all of Sponsors assets are acquired by another entity or the assignment is associated with a corporate reorganization; provided that the corporate name/branding of Sponsor shall remain the same as identified herein unless otherwise agreed to by Owner.

(ii) Sponsor acknowledges and agrees that Sponsor does not have the right to sub-license any of its rights hereunder and, therefore, may not engage in any co-branding or partnering arrangement with any other advertiser or Sponsor with respect to any of the rights or benefits granted hereunder without the prior written approval of Owner, which approval may be withheld in Owners sole discretion.

(b) (i) Owner may assign this Agreement and/or its rights or duties hereunder, in whole or in part, for administrative, operational, financing or other purposes or reasons to another entity. The parties agree that the assignee of Owner, if such an assignment should be made, shall be able to enforce the provisions of this Agreement pursuant to such assignment without the further consent of Sponsor.

(ii) The parties acknowledge and agree that Owner may delegate certain or all of its duties and obligations in connection with this Agreement to Operator or to any other party (including any successor operator or manager of the Facility), and Owner has delegated the management and operation of the Facility to Operator.

(iii) If, during the Term of this Agreement, the Owner sells,

transfers or conveys the Owner's interest in the Facility (including its right to name the Facility), such sale, transfer or conveyance shall be subject to the rights of Sponsor as contained in this Agreement, and Owner shall provide as part of said transaction to a third-party transferee that the transferee assumes Owner's rights and obligations herein. Upon such transfer to a third-party transferee, Sponsor shall look to the transferee for performance of Owner's duties and obligations under this Agreement, and Owner will be fully and completely released from liability to Sponsor under this Agreement.

15. PUBLIC ANNOUNCEMENTS. With respect to the entering into of this Agreement, Sponsor and Owner shall not, and shall not permit any agent thereof, to issue any press release or make any public statement with respect thereto without mutual consent, except as may be required by law and then only with such prior consultation.

16. REPRESENTATIONS AND WARRANTIES: Sponsor represents and warrants that (a) it has the full corporate power and legal authority to enter into and perform this Agreement in accordance with its terms; (b) all necessary corporate approvals for the execution, delivery, and performance of this Agreement have been obtained; and (c) this Agreement has been duly executed and delivered and constitutes a legal, valid and binding obligation enforceable in accordance with its terms.

17. TERMINATION UPON DEFAULT; REMEDIES.

(a) A default shall be deemed to have occurred hereunder if:

(i) Sponsor defaults in the making of the payments required to be made by it under Section 4 hereof after Owner has given Sponsor at least thirty (30) days written notice under this Agreement and said thirty (30) days have elapsed and such payment is due and payable;

(ii) Owner or Sponsor defaults in the performance or observance of any other term, covenant, condition or provision of this Agreement on its part to be performed, such default is of a kind which is curable or remediable within a thirty (30) day period, and such default continues for a period of thirty (30) days after service of written notice of default;

(iii) Owner or Sponsor defaults in the performance or observance of any other term, covenant, condition or provision of this Agreement, cure is possible, and the curing or remedying of such default requires the doing of work or the taking of action which cannot with due diligence be completed in a thirty (30)-day period, such default continues beyond the end of the 30-day period after the service of a notice of default, and such amount of time as is reasonably necessary to cure or remedy such default, taking into account unavoidable delays to do the work required or to complete such other action as is required to cure or remedy the default in question;

(iv) There shall be filed against Sponsor or Owner in any court pursuant to any federal or state statute, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or substantially all of said party's property and within one hundred and twenty (120) days of such filing said party fails to secure a discharge of such petition or the dismissal of such proceedings, or said party files a voluntary petition in bankruptcy or insolvency or for such reorganization or for the appointment of such a receiver or trustee or makes an assignment for the benefit of creditors or petitions for or enters into an arrangement for the benefit of creditors;

(b) (i) Within a reasonable time after the occurrence of any default which is continuing, the non-defaulting party shall, if it so elects, have the right to terminate the Agreements upon giving the defaulting party notice of intention to terminate the Agreements and all rights of the defaulting party thereunder and, upon the effective date of such termination specified in such notice (which shall be not less than 10 days after the giving of such notice), the Term shall end as fully and completely as if that were the date herein fixed for the expiration of the Term.

(ii) In the event of a breach or a threatened breach by either party of any of the terms, covenants, conditions or provisions hereof, the non-breaching party shall have the right to apply for an injunction to restrain the same or invoke any other remedy allowed by law or in equity, including, without limitation, the right to money damages, as if specific remedies, indemnity or reimbursement were not herein provided for.

(iii) The rights and remedies given to the non-defaulting party in this Agreement are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by the non-defaulting party, shall be deemed to be in exclusion of any of the others provided herein or by equity.

18. INDEMNIFICATION.

(a) Sponsor agrees to and hereby does indemnify, defend and hold harmless Owner and Operator, and each of their respective affiliates, owners, directors, officers, employees, and agents of and from any and all Losses resulting from (i) any breach or failure of performance hereunder by Sponsor or any officer, director, agent, subcontractor or employee thereof; (ii) any negligent act or omission on the part of Sponsor or any officer, director, agent, subcontractor, employee, guest or invitee thereof; and (iii) the content and/or use of the advertising and/or other commercial material which Sponsor furnishes for use pursuant to this Agreement. The provisions of this Section shall survive the expiration or any earlier termination of this Agreement.

(c) To the fullest extent permitted by law, Owner agrees to indemnify, defend and hold Sponsor, including its members, officers, directors, employees, and other agents, harmless from any and all liability (including, without limitation, reasonable attorney's fees, costs and expenses) resulting from or related to, directly or indirectly, any third party claim, complaint and/or judgment (collectively "Claims") for (i) any breach of this Agreement, or (iii) the negligence or willful misconduct of Owner in connection with its management or operation of the Facility, including any Claims associated with injury, death, assault or other incidents claimed by Facility patron.

19. INSURANCE. Sponsor shall at all times during the Term carry, from insurance companies licensed to do business in Arizona and with a minimum rating of "A- VII" or better (as determined by A.M. Best Company): (a) commercial general liability insurance with a minimum combined personal injury and property damage limit of at least five million dollars (\$5,000,000); (b) either advertiser's insurance or commercial general liability insurance with customary "personal and advertising liability" coverage, with a minimum limit of at least five million dollars (\$5,000,000) and providing coverage against any and all Losses out of any offense in any advertising or promotion related to Sponsor

or Sponsor's exploitation of the Naming Right or Facility Advertising Rights; (c) workers' compensation insurance in compliance with state statutory laws, including employers' liability, with minimum limits of \$1,000,000 each accident, \$1,000,000 disease (each employee), and \$1,000,000 disease (policy limit); (d) commercial automobile liability insurance, covering owned, non-owned, leased or hired automobiles, with a minimum combined single limit of \$1 million each accident; and (e) umbrella liability insurance, in excess of each of the above, with minimum limits of \$5,000,000 each occurrence and \$5,000,000 general aggregate. All liability insurance policies must name the Owner, Operator and each of their subsidiaries or affiliated entities (the "Additional Insureds") as additional insureds and further must contain cross liability endorsements or their equivalents. Further, coverage for the Additional Insureds shall apply on a primary basis irrespective of any other insurance, whether collectible or not. Any policy deductibles or retentions, whether self-insured or self-funded, shall be the obligation of Sponsor and shall not apply to the Owner or Operator. All policies shall be endorsed to provide a waiver of subrogation in favor of the "Additional Insureds." All policies shall be endorsed to provide that in the event of cancellation, non-renewal or material modification the Owner shall receive at least thirty (30) days written notice thereof. Sponsor shall furnish the Owner with certificates of insurance evidencing compliance with all insurance provisions noted above within thirty (30) days after the execution of this Agreement and annually at least ten (10) days prior to the expiration of each required insurance policy. Owner agrees to maintain insurance in an amount and nature customary in the trade to cover the reasonable risks associated with operating and maintaining the Facility.

20. MISCELLANEOUS.

(a) Governing Law; Jurisdiction. This Agreement and all matters or issues incident hereto shall be governed by and construed under and in accordance with the laws of the State of South Dakota without regard to principles of conflicts of law principles. Venue for resolution of all disputes arising hereunder shall be in South Dakota. Any claims arising out of this Agreement shall be brought exclusively in Brookings, South Dakota and each party hereto consents to the jurisdiction of such courts and agrees that such venue is proper.

(b) Entire Agreement. This Agreement and its Exhibits constitutes the final, complete and exclusive written expression of the intent of the parties with respect to the subject matter hereof, and supersedes all previous verbal and written communications, representations, agreements, promises or statements, and all contemporaneous verbal communications, representations, agreements, promises or statements.

(c) Notices and Addresses. All notices required to be given under this Agreement shall be given by personal delivery or by certified or registered mail, or overnight mail, addressed to the proper party to the following addresses, or at such other address as may be subsequently given pursuant to this Section, and shall be deemed given (1) when delivered by personal delivery, (2) three (3) days after deposited in the United States mail, postage prepaid, or (3) one (1) day after depositing, charges prepaid, with an overnight courier:

IF TO SPONSOR:
David Sandvig, CTFA
SVP Chief Strategy Officer
Dacotah Bank
308 S Main Street

Aberdeen, SD 57402-1210
Phone: (605) 226-5333
Email: David.Sandvig@dacotahbank.com

IF TO OWNER:

Dacotah Bank Center
824 32nd Ave
Brookings, SD 57006
Attn: General Manager

With a copy to:

Oak View Group
150 Rouse Blvd
Philadelphia, PA 19112
Attn: Legal Department

(d) Amendment, Modification, or Alteration. No amendment, modification or alteration of the terms of this Agreement shall be binding unless in writing, dated subsequent to the date hereon and duly executed by the parties hereto.

(e) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

(f) Headings Only for Reference. The titles of sections of this Agreement are for reference purposes only, and shall be of no binding effect.

(g) Status of Parties. Sponsor and Owner shall be deemed and construed as independent contractors with respect to one another for all purposes and nothing contained in this Agreement shall be determined to create a partnership or joint venture between Sponsor and Owner.

(h) Waiver. The waiver by either Sponsor or Owner of any default or breach by the other party of any of the provisions of this Agreement shall not be deemed a continuing waiver or waiver of any other breach by the other party of the same or another provision of this Agreement. In order to be binding, any waiver must be in writing and signed by the party against whom enforcement is sought.

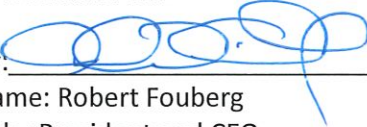
(i) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(j) Employee Status. It is understood and agreed that no agent, servant or employee of Sponsor or any of its agents or subcontractors shall be, under any circumstances, deemed an agent, servant or employee of Owner and that no agent, servant or employee of Owner or any of its agents or subcontractors shall be, under any circumstances, deemed an agent servant or employee of Sponsor.

(k) Operator as Agent. In all matters pertaining to this Agreement and performance hereunder, Operator shall be and be deemed to be the agent and attorney-in-fact for Owner. In such regard, Sponsor shall be entitled to rely upon any invoice, consent, notice or waiver of, from or to Operator. As agent for Owner, Operator shall have no independent liability to Sponsor under this Agreement. Further, Sponsor acknowledges that Operator is currently engaged by Owner to operate the Facility. If for any reason, Operator ceases to be the operator of the Facility during the Term, this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

DACOTAH BANK

By: 
Name: Robert Fouberg
Title: President and CEO

GLOBAL SPECTRUM, L.P. AS AGENT FOR CITY OF
BROOKINGS

By: _____
Name:
Title:

Exhibit A
of the
Naming, Advertising and Sponsorship Agreement
between
Global Spectrum, L.P., as agent,
and Dacotah Bank

The parties agree to the rights and benefits attached to this Exhibit A

Designations:

- Arena Naming Rights – Official and exclusive naming rights partner of the arena.
- Right to Develop Joint Brand Name and Logos – A customized logo will be developed which features the name, logo/marks, etc. of both the arena and Dacotah Bank. Such logo shall be mutually agreed.
- Category Exclusivity – Exclusive banking partner of the arena.

Hospitality:

- Five (5) days of rent-free meeting room use. Excludes food and beverages, which will be charged separately, if purchased.
- Rent free use of the Arena four (4) times per year on mutually agreeable dates.

Business Partnership:

- Press Conference / Kick Off Party/Ribbon-cutting to announce partnership and new Arena name
- On-site Marketing Kiosk – Sponsor will have the opportunity to set up a kiosk on the Arena concourse at mutually agreeable events. Size and location of the kiosk to be mutually agreed.

Arena Signage (all such signage is subject to Operator approval)

Exterior Signage:

- Exterior Branding - Sponsor to have exterior identification branding on building Façade and hard signage housing on two (2) digital marquees.
- Digital Marquee – Two (2) Static sign on the exterior marquees.
- Digital Marquee Message – :05 second spots to run in rotation on exterior marquee.
- Parking Lot Flagpole Signage
- Exterior Glass Doors
- Parking Lot Directional Signage
- Directional Street Signs

Lobby Signage:

- Ceiling Ribbons
- Lobby rugs
- Center TV Network
- Lobby Tables

Inner Bowl Signage:

- Inclusion in rotation on Arena videoboard

- End of every row on all permanent arena seats
- Scoreboard sign on south end of Arena
- Basketball court signage in Arena

Concourse Signage:

- Ceiling Flag signage
- Directional concourse signs

Additional Exposure:

- Name/logo included on client / VIP holiday gifts
- Tickets – Name/logo recognition on all printed tickets and parking passes.
- Ticket Envelopes – Name/logo recognition on all ticket envelopes.
- Business Cards – Name/logo recognition on all business cards used by staff/employees of the Arena.
- Stationary – Name/logo recognition on letterhead and envelopes.
- Event Programs – Name/logo recognition on all event programs.
- Staff Uniforms – Name/logo recognition on employee’s uniforms.

Media:

- Use of Name by Media. Operator shall use commercially reasonable efforts to require all parties contracting with Operator to refer to and designate the Arena by the Arena name. This includes mentions of Arena name for all televised Arena events and on Arena events broadcast on the radio.
- Media Buys – Name and logo inclusion in all media placed by Arena including radio, television, print, outdoor, and online.
- Arena name / logo included in all press releases, posters/flyers, marketing materials and marketing correspondence.


Print and Online Exposure:

- Website – Name and logo inclusion on all pages of Arena website.
- Emails – Name/logo inclusion on all Arena emails sent out to a database of over 37,000 to send special offers, show information, and distribute presale concert codes.

Social Media – Exposure across all Arena social media platforms including Facebook, Twitter and Instagram account

DACOTAH BANK

GLOBAL SPECTRUM, L.P.
AS AGENT FOR CITY OF BROOKINGS


By: 
 Name: _Robert Fouberg
 Title: _President and CEO

By: _____
 Name: _____
 Title: _____

Exhibit B
of the
Naming, Advertising and Sponsorship Agreement
between
Global Spectrum, L.P., as agent,
and Dacotah Bank

Facility Logo
(to be attached)

DACOTAH BANK

By: 
Name: Robert Fouberg
Title: President and CEO

GLOBAL SPECTRUM, L.P.
AS AGENT FOR CITY OF BROOKINGS

By: _____
Name: _____
Title: _____