

SPONSORSHIP AGREEMENT

This Sponsorship Agreement (this “Agreement”) is effective as of this ____ day of _____, 2025, by and between **Pabst Brewing Company, LLC**, a Delaware limited liability company (“Sponsor”), with offices at 711 Broadway St. 6FL San Antonio, TX, and **City of Joliet** an Illinois municipality (“Company”), with offices at 1 Mayor Art Schultz Dr., Joliet, IL 60432.

Recitals

WHEREAS, the Company is involved in ~~organizing~~, promoting and presenting a promotional event to be held at Slammers Stadium (the “Venue”) on July 22, 2025 (“Event”); and

WHEREAS, Sponsor desires to become a sponsor of the Event pursuant to the terms set forth in this Agreement.

Agreement

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations contained herein, Sponsor and the Company agree as follows:

1. **Term; Renewal.** Subject to the parties’ rights to terminate this Agreement, the term of this Agreement shall commence as of the date first set forth above and expire on following the Event (the “Term”).
2. **Payments.** Sponsor agrees to pay to arrange for payment of any fee associated with securing official Guinness World Record Application (the “Fee”) in exchange for the sponsorship benefits described below.
3. **Sponsor Benefits.** Subject to the terms and conditions of this Agreement, during the Term, the Company agrees to provide to Sponsor the sponsorship rights and benefits set forth in Exhibit A.
4. **Force Majeure.** In the event either party is unable to carry out its material obligations under this Agreement by reason of a Force Majeure Event (as defined below), the same shall not constitute a breach of this Agreement by such party. Notwithstanding the foregoing, if the Force Majeure Event results in the Company being unable to reschedule any Event within 90 days of the scheduled date, Sponsor will be entitled to terminate this Agreement upon written notice to the Company and the Company agrees to promptly refund to Sponsor a pro-rata amount of the Fee previously paid to Company in connection with the Event less the reasonable fair market value of the benefits provided as of the date of such termination. As used herein, the term “Force Majeure Event” shall mean the occurrence of an event outside the reasonable control of either party such as

artist illness; accident; an act or regulation of public authority; fire; riot or civil commotion; labor dispute; terrorist acts or threats; acts or declarations of war; disease; epidemic; substantial interruption in, or substantial delay or failure of, technical facilities; failure or substantial and extraordinary delay of necessary transportation services; war conditions; emergencies; inclement weather or acts of God.

5. **Representations, Warranties and Covenants.**

a. The Company hereby represents, warrants and agrees that (i) it has the full right and authority to enter into and fully perform this Agreement in accordance with its terms and that this Agreement constitutes a valid, binding and enforceable agreement, (ii) it shall perform its activities under this Agreement in accordance with all applicable Federal, state and local laws and regulations, (iii) the execution, delivery and performance of this Agreement will not violate the provisions of any agreement to which it is a party or by which it is bound, (iv) it shall, at its own cost, apply for and secure any and all permits, licenses or other consents which may be required for the performance of its obligations under this Agreement, (v) that the person signing this Agreement on behalf of such party has the full authority to do so, (vi) it has good title to the Event Marks (as defined below) and has the right to grant the license provided for hereunder in accordance with the terms and conditions hereof, (vii) Sponsor's use of the Event Marks under the terms of this Agreement does not infringe the proprietary rights of any third party, (viii) there is no claim, action, proceeding or other litigation pending or threatened (to the knowledge of the Company) with respect to the Company's ownership of the Event Marks that, if adversely determined, would restrict or otherwise interfere in any material respect with the exercise by Sponsor of the rights purported to be granted to Sponsor hereunder; and (ix) neither it nor its affiliates has a retail license for the sale of alcoholic beverages.

b. Sponsor hereby represents, warrants and agrees that (i) it has the full right and authority to enter into and fully perform this Agreement in accordance with its terms and that this Agreement constitutes a valid, binding and enforceable agreement, (ii) it shall perform its activities under this Agreement in accordance with all applicable Federal, state and local laws and regulations, (iii) the execution, delivery and performance of this Agreement will not violate the provisions of any agreement to which it is a party or by which it is bound, (iv) it shall, at its own cost, apply for and secure any and all permits, licenses or other consents which may be required for the performance of its obligations under this Agreement, (v) that the person signing this Agreement on behalf of such party has the full authority to do so, (vi) it has good title to the Sponsor Marks and has the right to grant the license provided for hereunder in accordance with the terms and conditions hereof, (vii) Company's use of the Sponsor Marks under the terms of this Agreement does not infringe the proprietary rights of any third party, and (viii) there is no claim, action, proceeding or other litigation pending or threatened (to the knowledge of Sponsor) with respect to Sponsor's ownership of the Sponsor Marks that, if adversely

determined, would restrict or otherwise interfere in any material respect with the exercise by the Company of the rights purported to be granted to the Company hereunder.

c. Each party further represents and warrants that (a) this Agreement is entered into solely for the purchase of certain marketing rights and benefits as described herein and for no other purpose, (b) Sponsor's purchase of the rights and benefits provided hereunder is in no way conditioned upon any agreement or understanding between Sponsor and the Company that the Company will require its concessionaires at the Events to purchase any alcoholic beverage produced, sold or offered for sale by Sponsor, (c) by purchasing the rights and benefits under this Agreement, Sponsor does not agree, expect or intend to induce the purchase by the Company's concessionaires of any alcoholic beverage produced, sold or offered for sale by Sponsor and (d) Sponsor has no agreement with any stockholder, officer or director of any alcoholic beverage retail licensee related to or respecting this Agreement.

d. The Parties acknowledge and agree that, as an alcoholic beverage manufacturing licensee, Sponsor's activities are strictly regulated by alcoholic beverage control laws and regulations, which, among other things, prohibit Sponsor from directly or indirectly inducing any alcohol beverage retailer to purchase Sponsor products to the exclusion of other competing products or by providing any retail licensee a thing of value prohibited by such laws and regulations. The Parties hereto understand and acknowledge that this Agreement is solely for the purchase of sponsorship and advertising rights and nothing contained herein or in the negotiations preceding it shall (i) require the purchase of any alcoholic beverage by any person or company, or (ii) prevent or restrict in any way the rights of any persons to purchase or not purchase any brand of alcoholic beverage which they choose. The Parties agree that they shall exercise their respective best efforts to conduct their business relationship in accordance with all applicable statutes, rules and regulations.

6. Trademarks and Copyrights.

a. The Company grants Sponsor the limited non-exclusive non-assignable right to use trademarks, trade names, service marks, or logos owned by it (the "Event Marks") in connection with Sponsor's role as a sponsor pursuant to this Agreement. Prior to undertaking any distribution or displaying of the Event Marks, Sponsor shall submit a copy and/or sample of any proposed use of the Event Marks to the Company for its review and approval, at least two (2) days in advance of the proposed date of such use, and shall not use the Event Marks if the Company objects to such use; provided however, in the event that the Company fails to respond, it shall be deemed to have approved such use. Sponsor acknowledges the Company's exclusive right, title, and interest in and to the Event Marks. Sponsor acknowledges that its use of the Event Marks shall not create any right, title, or interest by Sponsor in or to the Event Marks, and that all uses of the Event Marks by Sponsor shall inure to the benefit of the Company. Sponsor agrees that it shall

not authorize or represent that it is empowered to authorize any other person to use the Event Marks nor in any manner represent that it has any ownership rights in the Event Marks. With respect to Sponsor's use of the Event Marks, Sponsor agrees to assist the Company to the extent necessary to protect the Company's rights to the Event Marks. Sponsor hereto acknowledges and admits that there is no adequate remedy at law for failure to discontinue use of the Event Marks, and agrees that the Company shall be entitled to equitable relief as any court with jurisdiction may deem just and proper, including specific performance of the Agreement to discontinue use of the Event Marks.

b. Sponsor grants the Company the limited non-exclusive non-assignable right to use trademarks, trade names, service marks, or logos owned by it (the "Sponsor Marks") in connection with the Event as reasonably incidental thereto. Prior to undertaking any distribution or displaying of the Sponsor Marks, the Company shall submit a copy and/or sample of any proposed use of the Sponsor Marks to Sponsor for its review and approval, at least two (2) days in advance of the proposed date of such use, and shall not use the Sponsor Marks if Sponsor objects to such use; provided however, in the event that Sponsor fails to respond, it shall be deemed to have approved such use. All uses of the Sponsor Marks by the Company shall include such designations that are legally required or useful for enforcement of trademark or service mark rights, such as ®, TM or SM as specifically directed by Sponsor. Sponsor shall have the right, from time to time, to revise the above designation requirements and to require such other notices as shall be reasonably necessary to protect the rights and interests of Sponsor and the Sponsor Marks. The Company acknowledges Sponsor's exclusive right, title, and interest in and to the Sponsor Marks. The Company acknowledges that its use of the Sponsor Marks shall not create any right, title, or interest by the Company in or to the Sponsor Marks, and that all uses of the Sponsor Marks by the Company shall inure to the benefit of Sponsor. The Company agrees that it shall not authorize or represent that it is empowered to authorize any other person to use the Sponsor Marks nor in any manner represent that it has any ownership rights in the Sponsor Marks. With respect to the Company's use of the Sponsor Marks, the Company agrees to assist Sponsor to the extent necessary to protect Sponsor's rights to the Sponsor Marks. The Company hereto acknowledges and admits that there is no adequate remedy at law for failure to discontinue use of the Sponsor Marks, and agrees that Sponsor shall be entitled to equitable relief as any court with jurisdiction may deem just and proper, including specific performance of the Agreement to discontinue use of the Sponsor Marks.

7. Indemnification; Insurance.

a. Sponsor agrees to indemnify, defend and hold the Company and its parents, subsidiaries, affiliates, officers, directors, agents and employees harmless from and against any and all expenses, damages, claims, suits, losses, actions, judgments, liabilities and costs whatsoever initiated by a third party (including reasonable attorney fees) (hereinafter referred to as "Claims") arising out of Sponsor's breach,

misrepresentation or non-performance under this Agreement or Sponsor's or its agents' negligence or willful misconduct.

b. The Company agrees to indemnify, defend and hold Sponsor and its parent, subsidiaries, affiliates, officers, directors, agents and employees, harmless from and against any and all Claims arising out of: (i) Company's breach, misrepresentation or non-performance under this Agreement or Company's or Company's agents' negligence or willful misconduct; (ii) Company's failure to comply with any third party obligations or any applicable local, state, federal or site laws, rules or regulations regarding any and all promotions or activities it conducts in connection with this Agreement, including the Events; and (iii) a claim related to any injury or damage (including death) that occurs at any of the Events, except to the extent the same are caused by Sponsor's breach, misrepresentation or non-performance under this Agreement or Sponsor's or its agents' gross negligence or willful misconduct.

c. The provisions of this Section will survive the expiration of the Term or the earlier termination of this Agreement.

d. Without in any way limiting or altering the indemnification requirements hereunder, Company shall, at its sole expense, procure and at all times maintain during the term of this Agreement all of the following insurance and provide a certificate of insurance listing Sponsor as a Named Insured: (a) Commercial general liability insurance of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate; (b) workers compensation insurance with statutory benefits as required by any state or federal law, including "other states" insurance and employers liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease; and, (c) business automobile liability insurance with a limit of not less than \$1,000,000 per occurrence with combined bodily injury and property damage and covering all owned, non-owned and hired vehicles.

8. **Termination.** This Agreement may be terminated for cause by any party on written notice to the other parties upon the happening of any one of the following: (i) the filing by or against any party of a petition for bankruptcy or for relief from creditors under any equivalent state law or regulation, or (ii) by any party if there is a material breach, failure to perform or default by any other party in the performance of any of its material obligations, representations or warranties provided for in this Agreement, and such breach, failure to perform or default, if curable, is not cured within fifteen days of such party's receipt of written notice from any other party.

9. **Confidential Information.** For purposes of this Agreement, "**Confidential Information**" means any and all information or proprietary materials in every form and media not generally known in the relevant trade or industry and which has been or is hereafter disclosed or made available by one party (the "**Disclosing Party**") to any other party (the "**Receiving Party**") in connection with the efforts contemplated hereunder,

including but not limited to: (i) trade secrets; (ii) existing or contemplated products, services, designs, technology, processes, technical data, engineering, techniques, methodologies and concepts and any information related thereto; (iii) information relating to business plans, sales or marketing methods and customer lists or requirements; (iv) all lists of Sponsor's current, former and prospective customers, employees of customers and claimants and all information relating to and identified with such persons; and (v) any information which, under the circumstances taken as a whole, would reasonably be deemed to be confidential. Receiving Party shall hold in trust and confidence Confidential Information and, except as otherwise set forth herein, avoid the disclosure, release, or dissemination thereof to any other person or entity using the same degree of care as it uses to avoid the unauthorized disclosure, release or dissemination of its own confidential information of similar nature, but not less than reasonable care. Receiving Party shall be permitted to disclose Disclosing Party's Confidential Information to Receiving Party's employees, agents, and contractors to the extent necessary to fulfill the terms contemplated by this Agreement. In addition, the parties agree that the terms of this Agreement are confidential, and that neither party shall disclose copies of this Agreement or the terms thereof to any third party for any purpose without the prior written consent of the other party, unless the disclosure is made by a party to its own accountants, attorneys or agents, or the disclosure is required by any legal proceedings or similar process. The Receiving Party shall return or, at the Disclosing Party's request destroy, any and all copies of the Disclosing Party's Confidential Information in the Receiving Party's possession and/or control within 7 days of the termination or expiration of this Agreement.

10. **Independent Parties.** The parties are and will at all times remain independent from one another. Nothing contained herein will be construed to create an association, partnership, joint venture, relation of principal and agent or employer and employee between the Company and Sponsor and its agents within the meaning of any federal, state or local law.

11. **Notices.** All notices and communications regarding the performance and responsibilities of the respective parties and otherwise given by either party to the other party to this Agreement shall be in writing and shall be delivered in person (by hand or by messenger), or by fax or shall be sent by regular or certified mail, return receipt requested or U.S. Postal Service Express Mail or Federal Express, UPS or other similar recognized private overnight delivery service, prepaid, and by facsimile transmission. Notice given as provided herein shall be deemed to have been given on the date it was received as evidenced by signature, fax confirmation or date of first refusal, if that be the case. Notice hereunder shall be addressed to:

If sent to Sponsor:

Pabst Brewing Company
711 Broadway St. 6FL
San Antonio, TX
Attn: General Counsel

If sent to the Company:

12. **Restriction of Assignment.** Neither party shall have the right or power to assign its rights or obligations under this Agreement without the written consent of the other party; provided, however, that either party may assign its rights and obligations hereunder to a parent, subsidiary or affiliate without such prior written consent.

13. **Entire Agreement.** This Agreement contains the entire agreement between the parties and merges any prior representations, warranties, or understandings they may have had regarding the subject matter of this Agreement. This Agreement may not be amended or modified except by a writing executed by all parties.

14. **Third Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

15. **Counterpart; Facsimile Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies or photocopies of signatures shall be as valid as originals.

16. **Governing Law.** This Agreement and the parties' conduct arising out of or related to it shall be governed by Illinois law, without regard to its choice of law rules.

17. **Forum Selection.** The parties to this Agreement will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement through discussions between the parties. As part of this process, either party may request a mediation. If these attempts are unsuccessful, either party may pursue all legal remedies available to it. Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with this Agreement shall be brought in any court of competent jurisdiction in the State of Illinois, or the United States Federal Court sitting in the Northern District of Illinois and each of the parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the full extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or

proceeding which is brought in any such court has been brought in an inconvenient forum.

18. **Severability.** If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect the other provisions of this Agreement provided that the material terms of this Agreement can be given their intended effect without the invalid provisions, and to this extent the provisions of this Agreement are declared to be severable.

19. **No Restrictions.** Nothing contained in this Agreement shall be deemed in any way to prohibit or restrict the right or freedom of any party to conduct any business activity unrelated to the Event without any obligation or accountability to the other even if such business or activity directly competes with the business of the other.

[Signature Page Follows]

IN WITNESS WHEREOF the parties have executed this Agreement by their properly authorized signatories,

SPONSOR:

Pabst Brewing Company, LLC

By:_____

Name:_____

Title:_____

COMPANY:

City of Joliet

By:_____

Name: _____

Title: _____

EXHIBIT A

Sponsorship Benefits:

Company will have the right to provide merchandise such as koozies and tshirts to fans in attendance at the Event.