

## SPONSORSHIP AGREEMENT

THIS SPONSORSHIP AGREEMENT (“Agreement”) is made as of the \_\_\_\_ day of March, 2026, by and between **LEVELLAND INDEPENDENT SCHOOL DISTRICT (“LISD”)** and **HOCKLEY COUNTY CREDIT UNION (“HCCU” or “NAMING RIGHTS HOLDER”)**, collectively referred to as the “Parties.” The following recitals form the basis for this Agreement and are made a material part hereof.

### RECITALS

LISD owns and operates a sports facility primarily known as Levelland Lobos Stadium which consists of the High School football stadium and a track and field area (the “Facilities”) in Levelland, Hockley County, Texas. LISD is in the process of field turf project at the Facilities and has determined that an offer to allow a corporate sponsorship of the Facilities will provide a direct benefit to LISD, its schools, and its students. Accordingly, LISD has offered to name that Facilities, “Hockley County Credit Union Stadium,” in exchange for certain consideration to be paid by HCCU pursuant to the terms and conditions more particularly described in this Agreement.

### AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, the mutual promises and considerations in this Agreement and below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LISD and HCCU agree as follows:

#### **1. Definitions.**

- (a) Commencement Date – shall be **April 1, 2026**.
- (b) Event of Default – shall mean any of those conditions defined in this Agreement which shall allow the parties to terminate this Agreement.
- (c) Facilities – means the football stadium and a track and field area currently owned and operated by LISD and known as Levelland Lobos Stadium.
- (d) Initial Term – the term of this Agreement as set forth herein.
- (e) Marks – means the certain names, logos, trademarks, service marks, copyrights and other intellectual property owned by the Parties and any related or affiliated entities of the Parties.
- (f) Naming Rights – the exclusive right and license during the Initial Term to name the Facilities.
- (g) Hockley County Credit Union Stadium – the sponsorship name of Facilities pursuant to this Agreement.
- (h) Hockley County Credit Union Logo – shall be the graphic design, as identified in **Exhibit A**.

- (i) Renewal Term – the extended term of this Agreement as set forth herein.

## 2. Terms.

(a) Initial Term. The initial term of this Agreement shall **commence on April 1, 2026, and shall end on March 31, 2036**, or as otherwise controlled by this Agreement.

(b) Renewal Term. Provided that this Agreement has not otherwise been terminated, LISD agrees, beginning on the date one (1) year prior to the expiration of this Agreement, to negotiate exclusively and in good faith for a period of thirty (30) days with the Naming Rights Holder regarding an extension or renewal of this Agreement (the “Exclusive Negotiating Period”). Naming Rights Holder agrees that, in the event no agreement is reached to renew or extend this Agreement during the Exclusive Negotiating Period, LISD shall be free to negotiate with other parties regarding the terms set forth in this Agreement upon the expiration of the Exclusive Negotiating Period.

## 3. Grant of Rights.

(a) Subject to the Initial Term of this Agreement, LISD hereby licenses the Naming Rights to HCCU. As of the commencement date of this Agreement, the existing Facilities shall be known as “Hockley County Credit Union Stadium.” Subject to the provisions of Section 4 hereof, LISD shall use commercially reasonable efforts during the Initial Term to (i) cause any and all announcements relating to the existing Facilities, or any event at the Facilities, in print or broadcast media advertising for the existing Facilities or an existing Field to refer to the Facilities as “Hockley County Credit Union Stadium;” (ii) identify the existing Facilities as “Hockley County Credit Union Stadium” in all official documents and press releases; and (iii) use the Hockley County Credit Union Stadium Logo consistent with the provisions of this Agreement. LISD shall use commercially reasonable efforts to include in all contracts (including leases and use agreements) involving the use of the Facilities for any Field Event open to the public or for the provision of services in connection with a Field Event open to the public, which is entered into after the Commencement Date, a requirement to refer to and identify the existing Facilities as “Hockley County Credit Union Stadium” in all promotional, advertising, and other material disseminated to the public by or on their behalf. These Naming Rights and the license granted herein apply only to those Facilities defined in Section 1 of this Agreement and do not apply to any new or additional facilities that may be constructed by LISD after the Commencement Date of this Agreement. In the event LISD constructs new Facilities after the Commencement Date of this Agreement, LISD agrees to negotiate exclusively and in good faith for a period of thirty (30) days after completion of any construction of any new facilities with the Naming Rights Holder regarding additional Naming Rights for said facilities for additional fee(s). Naming Rights Holder agrees that, in the event no agreement is reached during said thirty (30) day period, LISD shall be free to negotiate with other parties regarding such Naming Rights.

(b) LISD specifically reserves the right to license and sell other advertising rights and agreements to third parties not a party to this Agreement. Such advertising rights and agreements will not create an additional Naming Rights sponsor as contemplated in this Agreement but will allow LISD to accept financial donations, sponsorships, and other advertising fees for recognition within the Facilities and on other items, including, but not limited to, signage, mass print, digital/web media, or event tickets and concession stand items.

(c) Notwithstanding anything to the contrary contained herein, HCCU shall have, during the Initial Term and any Renewal Term, the exclusive naming and advertising rights at the Facilities solely for the following industries and/or markets: **Banking and Financial Service**.

#### **4. Placement and Use of Marks.**

(a) During the Initial Term, LISD hereby agrees to display HCCU's Marks in accordance with the graphics and color guidelines established by HCCU and provided to LISD at specific locations as agreed to herein, provided that such guidelines and locations shall be subject to the reasonable consultation and agreement with LISD. LISD agrees as follows:

(1) To cause HCCU's Marks to be displayed at the locations described in **Exhibit B**; and

(2) To use its best efforts to have the name Hockley County Credit Union Stadium referenced in all forms of mass media and digital/web media when the Facilities' location is referenced by the media for future events held at the Facilities, including the following:

- i. Public Announcements and video announcements on the existing or any new scoreboards;
- ii. Gameday television and radio broadcast commercials, if any;
- iii. Any press conferences to announce the naming of the Facilities, if any;
- iv. Any playoff games played at the Facilities.

(3) To cause the Hockley County Credit Union Stadium Logo to be included on electronic tickets for events held at the Facilities, if feasible in the sole discretion of LISD.

(b) With regard to the foregoing requirements, the parties agree to act in good faith to agree upon the exact size, location, and/or depiction of the Logo to be employed by LISD, it being agreed that LISD shall be responsible for all of the initial costs and expenses for installation and maintenance of the foregoing signage. All Marks used in signage provided hereunder shall be maintained at LISD's cost unless there is a change in control of HCCU as set forth below, or Naming Rights Holder receives approval from LISD for changes to, or variations of the Marks used in the signage displayed at the Facilities and held by Naming Rights Holder, or for changes requested by the Naming Rights Holder to the Hockley County Credit Union Stadium Logo. The parties acknowledge and agree that LISD has the right to use "Hockley County Credit Union Stadium" as the name of the Facilities, provided, however, that the name of the Facilities shall not be changed without Naming Rights Holder's prior written approval or as allowed pursuant to the terms of this Agreement. Subject to the terms of this Agreement, HCCU hereby approves LISD's use of "Hockley County Credit Union Stadium" to identify the Facilities.

(c) Naming Rights Holder grants to LISD a nonexclusive, nontransferable license to use its Marks during the term of this Agreement and subject to the terms and conditions

hereinafter set forth, solely in connection with advertising and promoting any event or activity conducted at the Facilities.

(d) Neither party will impugn, challenge, or assist in any challenge to the validity of the other party's Marks, any registrations thereof, or the ownership thereof. Each party will be solely responsible for taking such actions as it deems appropriate to obtain trademark, service mark, or copyright registration for its respective Marks. All uses of or references to the Marks shall inure to the benefit of the respective owner, and all rights with respect to the Marks not specifically granted in this Agreement shall be and are hereby reserved to the respective owner.

## **5. Fees.**

(a) *Sponsorship Fees for Naming, Signage, and Advertising Rights:* In consideration for the rights granted by LISD under this Agreement, HCCU hereby agrees to pay to LISD Sponsorship Fees over the Term of this Agreement as set forth below

- a. The first Sponsorship Fee payment in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) shall be due and payable upon execution hereof;
- b. Subsequent Sponsorship Fee payments of Fifty Thousand and 00/100 Dollars (\$50,000.00) shall be due on April 1st of each year during the Initial Term, beginning on April 1, 2027, for a total Sponsorship Fee to be paid during the Initial Term in the amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00).
- c. It is the intent of the parties hereto that the payments by HCCU hereunder shall be deductible from federal, state, and local income taxes to the fullest extent allowed by law. Any findings or rulings regarding the deductibility of the contributions by HCCU shall not affect the validity of this Agreement.

(b) *Fees for Additional Rights:* Any additional right(s), license(s), or other consideration granted to Licensee pursuant to an amendment to this Agreement shall be subject to the additional payment of fees or consideration as negotiated and agreed to by the parties and as specified in such amendment.

## **6. Changes in Name or Business of HCCU.**

In the event that a single entity, person, or group (the "Acquirer") acquires or otherwise owns more than fifty percent (50%) of the voting shares of HCCU on a non-diluted basis and elects to change the name of HCCU, then Acquirer may request a name change (the "Proposed Name Change"), provided that Proposed Name Change must be a name related to the actual or proposed corporate name or identity of the Acquirer, and provided that there is no Event of Default by HCCU or Acquirer on the date on which the Proposed Name Change is submitted by Acquirer. LISD may either accept or reject such Proposed Name Change in LISD's sole discretion. If the Proposed Name Change is accepted by LISD, then Acquirer shall become the licensee and the Naming Rights Holder under this Agreement and shall pay all remaining and unpaid Sponsorship Fees, all expenses and costs incurred by LISD in modifying any signage

or other printed material for the Naming Rights and any other reasonable actual expenses and costs incurred by LISD to complete such renaming. Except as set forth in Paragraph 7, the acquisition of HCCU will not relieve HCCU, Name Rights Holder, or Acquirer of the obligations and payments for Sponsorship Fees set forth in this Agreement.

## **7. Default and Remedies.**

(a) In the event that Naming Rights Holder fails to pay any installment of the Sponsorship Fee when due, and such failure continues for a period of fifteen (15) days after written notice to Naming Rights Holder, or in the event Naming Rights Holder fails to comply with any obligation of Naming Rights Holder herein contained and such failure continues for a period of thirty (30) days after written notice to Naming Rights Holder, LISD shall be entitled to terminate or otherwise cause the Initial Term or Renewal Term to end on a date not less than thirty (30) days after the date of notice of such default. Furthermore, the following shall also constitute Default by Naming Rights Holder:

(1) Such party becomes insolvent, or takes the benefit of any present or future insolvency or bankruptcy statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement, reorganization, or readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or of any State thereof, or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property;

(2) By court order or decree such party is adjudged bankrupt or an order is made approving a petition filed by any of its creditors or by any of its stockholders or partners, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or any state thereof;

(3) An involuntary petition under any bankruptcy or insolvency law, or an action under present or future insolvency law or statute, is filed against such party and is not dismissed or stayed within 60 days after the filing thereof; or

(4) Such party sells, conveys, assigns, or otherwise transfers all or substantially all of its assets.

(b) In the event this Agreement is terminated for any reason because of an Event of Default or other actions by Naming Rights Holder, LISD shall be entitled to exercise any remedy available to it at law or in equity, including without limitation the right to seek specific performance, including payment of any remaining Sponsorship Fees which remain unpaid for the remaining years left under the Initial Term or any Renewal Term, and sue for any other damages and/or injunctive relief.

(c) The following shall constitute Defaults by LISD hereunder:

(1) If LISD shall fail to comply with any of its material obligations under this Agreement, which failure shall continue for a period of thirty (30) days after notice thereof to LISD from HCCU; provided, however, if such failure is not reasonably curable within thirty (30) days. LISD shall be afforded a reasonable period of time to cure or remedy such failure so long as LISD in good faith is attempting, at all reasonable times during such period, to cure such failure; or

(2) If LISD shall utilize, as the name of the Facilities, any name other than the “Hockley County Credit Union Stadium” or other Marks of HCCU and its affiliates as contemplated by this Agreement.

(3) If LISD shall misappropriate or misuse in any way, or violate the limited license contained herein regarding the HCCU Marks.

(d) Upon the occurrence of an LISD Default, Naming Rights Holder shall have the right to terminate this Agreement and cease payment of any further Sponsorship Fees which remain outstanding as its sole and only remedy for any such Event of Default. Naming Rights Holder waives its rights and claims for any other damages or remedies, including, but not limited to, consequential, incidental, special or punitive damages, or for loss of revenue or profit in connection with this Agreement regardless of whether such liability arises from breach of contract, tort, or any other theory of liability.

(e) NEITHER THE EXECUTION OF THIS AGREEMENT BY LISD NOR ANY OTHER CONDUCT OF ANY REPRESENTATIVE OF LISD RELATING TO THIS AGREEMENT SHALL BE CONSIDERED A WAIVER OF LISD’S SOVEREIGN IMMUNITY TO SUIT.

**8. Assignment.**

Neither party shall transfer or assign its rights or obligations under this Agreement without the other party’s prior written consent, or as otherwise allowed by this Agreement.

**9. Moral Clause.**

If any officers, directors, or board members of HCCU or LISD commits any act which, in the reasonable and good faith opinion of the other party, would harm such party by disparagement or impairment of reputation or integrity (including, without limitation, being convicted of any felony or a crime involving moral turpitude, ethical violations or any other act of moral turpitude), such harmed party shall have the right to terminate this Agreement upon thirty (30) days written notice subject to the rights and remedies provided in this Agreement upon a termination.

**10. Obligations after Termination of Agreement.**

Upon the termination of this Agreement or expiration of the Term, LISD agrees to cease the use of the Naming Rights Holder Marks provided that LISD shall have the right to distribute any materials in its inventory bearing one or more of the Naming Rights Holder Marks, if any, for a period of one year from the date of termination of this Agreement or expiration of the Term.

**11. Force Majeure/Casualty and Property Damage.**

If the Field is damaged by fire, earthquake, act of God, the elements, or other casualty or is condemned by an authority exercising the power of eminent domain or the Facilities is transferred in lieu of the exercise of such power so as to render the Facilities unusable for its intended purpose at any time during the Term, and LISD reasonably determines that repairs and restoration of the Facilities to the size, capacity, and permitted use existing prior to the

casualty cannot be completed within one year after the damages, then LISD shall have the option, but not the obligation, to repair the damage or loss. In such event, LISD shall notify Naming Rights Holder as to whether LISD shall cause such repair and restoration within sixty (60) days after the casualty. If LISD notifies Naming Rights Holder that LISD is electing not to effect such repairs and restoration, then Naming Rights Holder may elect, upon notice to LISD given within one hundred and twenty (120) days after the date of the event, that Naming Rights Holder will effect such repair and restoration provided the terms and conditions respecting such restoration are acceptable to the parties, in which event this Agreement shall continue in full force and effect, provided that the cost of any such repair shall be deducted from the Sponsorship Fees. If Naming Rights Holder does not elect to make such repairs and does not, in fact, make such repairs, this Agreement and all licenses granted hereunder shall terminate as of the date of such fire or other casualty, and HCCU shall be relieved of any remaining Sponsorship Fees. In the event damage by fire, earthquake, act of God, the elements, or other casualty occurs to the Facilities but does not render the Facilities unusable, then the Marks of Naming Rights Holder shall be repaired under any insurance policies that may exist and cover such damage; however, to the extent there is no coverage, coverage is denied, or any deductibles are not met under any insurance policies, then LISD may, in its sole discretion, make any repairs, replacement, or required maintenance associated with the Marks and signage at the Facilities.

## **12. Compliance with Laws and Regulations Affecting LISD.**

To the extent any Federal, State or Local statute, regulations, code, ordinance, LISD Board policy, or other laws exist, or may exist in the future, which govern and control the activities of LISD and conflict with this Agreement, the parties agree to work with each other to take all additional action which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

## **13. Miscellaneous Provisions.**

(a) Notices. All notices, offers, consents or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given or made if delivered personally or by messenger or delivered by certified mail, return receipt requested, and addressed to the address of the intended recipients at the following addresses:

**To Owner: Levelland Independent School District  
Attn: Dr. Donald Heseman, Superintendent  
704 11th St.  
Levelland, Texas 79336  
(806) 894-9628**

**To HCCU: Hockley County Credit Union  
Attn: Russell W Vest, CEO  
504 Clubview Dr.  
Levelland, Texas 79336  
(806) 894-6204**

Either party may change its address by giving notice in writing stating its new address to the other party.

(b) Relationship. Neither party hereto shall be or become the agent of the other party for any purpose in connection herewith. HCCU shall not be liable for LISD's acts or omissions. This is not a franchise agreement and does not create a partnership or joint venture. Nothing herein shall be construed to give HCCU any control over or responsibility for the operation of the Facilities.

(c) Non-Waiver. No delay or omission of any party to exercise rights or powers under this Agreement shall impair any such right or power or shall be construed to be a waiver of any default or acquiescence therein. No waiver of any default shall be construed, taken, or held to be a waiver of any other default, or waiver, acquiescence in, or consent to any further or succeeding default of the same nature.

(d) Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and written or oral agreements between them respecting this subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Agreement that are not fully expressed in the Agreement.

(e) Reasonableness. Wherever either party to this Agreement is required to approve or consent to or be satisfied as to any matter, such party agrees that such approval, consent, or satisfaction shall not unreasonably be withheld or delayed.

(f) Choice of Laws. This Agreement shall be interpreted under the laws of the State of Texas. Any actions concerning interpretation or enforcement of this Agreement shall be brought in the District Court of Hockley County, Texas.

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

**Levelland Independent School District**

**Hockley County Credit Union**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

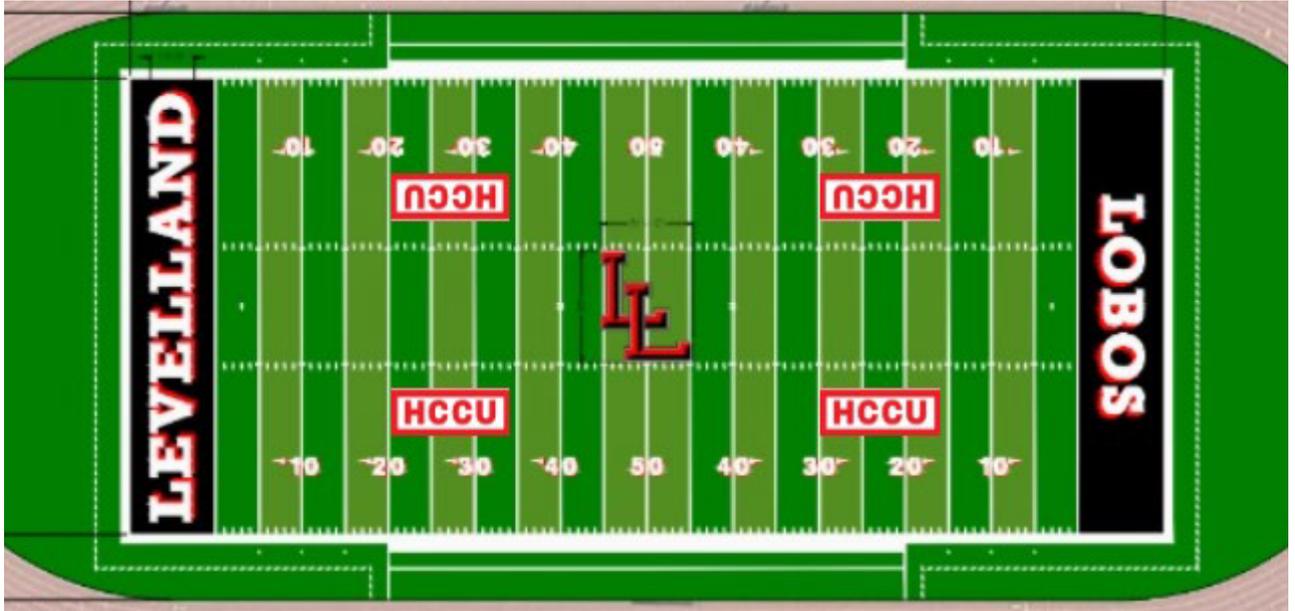
**Exhibit A**  
**Hockley County Credit Union Logo**



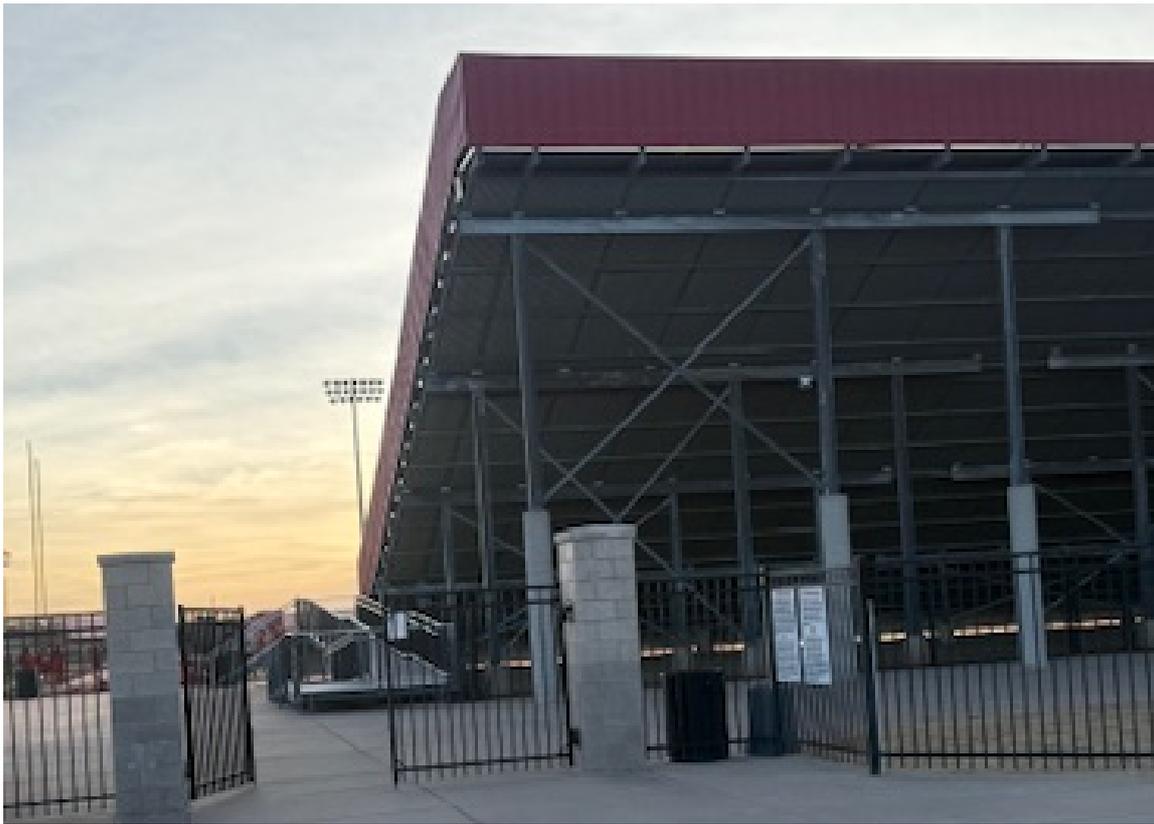
# Exhibit B

## Locations Where HCCU Marks Will Be Displayed

### (1) Football Field Turf



### (2) Main entrance archway (to be built) at Northwest of Facility, as shown below:



(3) Outer elevator shaft on Home side of Facility, as shown below:



(4) Scoreboard signage located on the black strip at the bottom of the scoreboard, as shown below:



**(5) Electronic game ticket:**

***[Insert clear and unambiguous representation of image]***