MUNICIPAL SPONSORSHIP AND LICENSE AGREEMENT

THIS MUNICIPAL SPONSORSHIP AND LICENSE AGREEMENT (this "Agreement") is entered into and effective August 15, 2013, by and between the Town of Fountain Hills, an Arizona municipal corporation (the "Town") and Fountain Hills Little League, Inc., an Arizona non-profit corporation ("Little League"), for the purposes set forth below.

RECITALS

A. The Town is the record owner of certain real property known as Golden Eagle Park, located on Golden Eagle Boulevard, in Fountain Hills, Arizona, as depicted on Exhibit 1, attached hereto and incorporated herein by this reference (the "Park"). Located within the Park are ballfields and related facilities suitable for use as little league baseball fields, as depicted on Exhibit 1 (the "Ballfield Area").

B. Little League desires to make improvements to the Ballfield Area by installing new electronic scoreboards at the locations depicted on Exhibit 2 attached hereto and incorporated herein by reference, and in the style, configuration, size and componentry set forth on Exhibit 3 attached hereto and incorporated herein by reference (the "New Scoreboards"), which shall be a benefit to the Town and to Little League.

C. The Town is authorized to enter into Municipal Sponsorship agreements pursuant to the Town of Fountain Hills Municipal Sponsorship and Naming Policy adopted August 15, 2013, by Resolution 2013-16 (the "Sponsorship Policy").

D. Little League has requested, and Town has agreed to enter into, this Agreement in accordance with the Sponsorship Policy to establish the parameters for Little League's (i) use of the Ballfield Area during certain times of the year and (ii) installation and use of the New Scoreboards, including granting to Little League a non-exclusive license upon, over, across and through the Ballfield Area for the purposes of (i) installing, or causing to be installed, the New Scoreboards at its sole expense, (ii) installing sponsor signage on the New Scoreboards, (iii) installing temporary sponsor signage on banners attached to the backstops and dugout areas and (iv) generally conducting Little League baseball games (the "Permitted Uses"), all during the time period of February 1st to July 31st each year (the "Season") during the Licensed Period (defined below).

AGREEMENT

NOW, THEREFORE, in consideration of the recitals set forth above, which are incorporated herein by reference, the mutual covenants set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Town and Little League agree as follows:

1. Grant of License and Term. The Town hereby grants to Little League a license (the "License") on, over, through and across the Ballfield Area for the Permitted Uses annually during the Season from August 15, 2013 until August 15, 2023 (the "Licensed Period"). This License shall be for the benefit and use of Little League, its employees, subcontractors and assigns (including without limitation employees, officers and agents) and no others. This License shall automatically terminate and shall be of no force or effect after the Licensed Period, unless extended by mutual agreement of the Town and Little League.

2. Manner of Use of the Property. Little League shall use due care and diligence in the use of the Ballfield Area for the duration of the Licensed Period and in the exercise of its rights hereunder, and it will at all times exercise its rights hereunder at such times and in such manner as approved by Town and as will not cause (i) any interference with the business operations on the Town's property, including the Park, (ii) any interference with the customary access to or from Town's property or the Ballfield Area or (iii) any damage or injury to Town's property, the Ballfield Area, or to any agents, employees or invitees of Town, ordinary wear and tear excepted. Additionally, Little League, at its sole expense, without reimbursement from the Town, shall:

2.1 Damage to Park/Ballfield Area. Ensure that all turf, asphalt, curbing and sidewalks on or around the Ballfield Area are protected from damage by Little League's, its agent's or invitee's vehicles entering or exiting the Ballfield Area. If such vehicles damage the turf, asphalt, curbing or sidewalk, Little League shall, at its sole expense, repair or replace such damages to the satisfaction of the Town. Prior to first utilizing the Ballfield Area during any Season within the License Period, Little League shall provide photographic evidence to the Town of all existing damage to perimeter curbs, gutter, sidewalk, turf and pavement, if any. Photographs must clearly show the location of existing damage on the Ballfield Area.

2.2 Restoration of Area. Restore or cause to be restored, prior to the completion of any Season within the License Period, the portions of the Ballfield Area accessed or utilized by Little League pursuant to this Agreement to substantially the same condition as existed on the Ballfield Area prior to Little League carrying out the Permitted Uses, ordinary wear and tear excepted.

2.3 Hazardous Materials. Ensure that no hazardous or toxic materials are introduced onto the Ballfield Area or any adjacent property. In the event of any contamination of property or loss or damage to persons arising from any hazardous or toxic materials introduced by Little League onto the Ballfield Area or any adjacent property, whether with or without the Town's consent, Little League shall (A) notify the Town immediately of any contamination, claim of contamination, loss or damage, (B) after consultation and approval by the Town, clean up the contamination in a full compliance with all applicable statutes, rules and regulations and (C) indemnify, defend and hold the Town harmless for, from and against any liabilities, claims, suits, causes of action, costs and expenses, including reasonable attorneys' fees, arising from or connected with any such contamination, claim of contamination, loss or damage. The provisions of this subsection shall survive the expiration or earlier termination of this Agreement.

2.4 Storage. Not use any portion of the Ballfield Area for staging or storage of materials or equipment other than those to be used in connection with the Permitted Uses.

2.5 Signage Restrictions. Little League shall adhere to the Sponsorship Policy and any policies for Little League sponsorship as set forth by Little League International in evaluating and accepting any sponsors for inclusion on the signage in the Ballfield Area. Additionally, the signs utilized in the Ballfield Area shall, except for the New Scoreboard, be temporary in nature and not permanently affixed to any structure or object in the Ballfield Area or elsewhere in the Park. In addition to the regulations set forth above, signs within the Park:

A. Shall not include light-emitting diodes, luminous tubing, fiber optics, luminescent panels or other flashing moving or animated features and shall in all respects comply with the Town's sign regulations.

B. Shall not refer to or connote any sexual or excretory function.

C. Shall not refer to or connote any elicit use of drugs or drug-related paraphernalia.

D. Shall not contain any racially or ethnically derogatory material, statements or images.

E. Shall not have any connotations that are profane or obscene.

F. Shall not use linguistics, numbers, phonetics, foreign translations or upside down or reverse readings to achieve a reference or connotation prohibited in Subsections 2.5(A)-(E) above, the Little League regulations or the Sponsorship Policy.

2.6 New Scoreboard. Little League shall have the right, at its sole expense, to install the New Scoreboards in accordance with the Town's applicable codes and to the Town's satisfaction with licensed, bonded contractors, which construction shall be subject to final inspection and approval by the Town. If Little League chooses to install the New Scoreboards, prior to commencing such installation, it shall (A) submit all required documents and secure such permits as are required by the Town's codes or regulations, (B) remove the existing scoreboards on the Ballfield Area as designated in Exhibit 2 with licensed contractors properly qualified, bonded and insured to perform such work and (C) remove or cause removal of the existing scoreboards from the Park to the location designated by the Town.

A. Little League shall have the right to allow for recognition of its sponsors on the New Scoreboard for a period of time beginning on the date the Town accepts installation of the New Scoreboard and continuing for three years thereafter (the "Sponsor Recognition Period"). Following the Sponsor Recognition Period, Little League shall be permitted to use the New Scoreboard for signage representing its sponsors; provided, however, that it shall set aside not less than 10% of the funds received from such sponsors, which funds shall be used for maintenance and repair costs related to the New Scoreboard.

B. It shall be Little League's sole responsibility to maintain and operate the New Scoreboard in top condition during the entire term of this Agreement. The New Scoreboard shall be delivered to the Town in proper working order at the end of the License Period and any extension thereof.

C. The Town shall have the right to use the New Scoreboards at all times other than during the Season. Little League shall make the control equipment for the New Scoreboards available to the Town within 24 hours of a request from the Town.

3. Liens and Encumbrances. Little League represents and warrants that it will maintain the Ballfield Area free and clear from any liens or encumbrances of any nature whatsoever in connection with Little League's use of the Ballfield Area.

4. No Claims against the Town. Nothing contained in this Agreement shall constitute any consent (except where consent is expressly required and given under this Agreement) by the Town, express or implied, for the performance of any labor or services or the furnishing of any materials or other property with respect to the use of the Ballfield Area or any part thereof, or as giving Little League any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against the Town, except as any such claim is expressly provided for by State Statute despite the provisions of this Section. Any labor, services or material furnished to the Ballfield Area in connection with the fulfillment of Little League's rights or obligations hereunder shall be the sole responsibility of Little League.

5. Indemnification. To the fullest extent permitted by law, Little League shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the use of the Ballfield Area by Little League, its officers, employees, agents, any tier of subcontractor, assigns and invitees. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

6. Insurance Coverage and Limits. Prior to making use of the Ballfield Area, Little League shall obtain, at its own expense, and provide the Town evidence of, insurance sufficient to insure the Town's interests against claims for personal injury, bodily injury, death, property damage occurring on, in, or about the Ballfield Area, with a "Combined Single Limit" covering personal injury liability, bodily injury liability and property damage liability of not less than $2,000,000.00. The Town shall be endorsed as an additional insured on such policy.

7. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly

given if deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below:

If to the Town:	Town of Fountain Hills 16705 East Avenue of the Fountains Fountain Hills, Arizona 85268 Attn: Kenneth W. Buchanan, Town Manager
With copy to:	GUST ROSENFELD, P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Andrew J. McGuire, Esq.
If to Little League:	Fountain Hills Little League, Inc. P.O. Box 17904 Fountain Hills, Arizona 85269 Attn: President

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

8. Permits; Compliance with Laws. Little League shall secure, maintain and comply with all required licenses, permits and certificates relating to, or otherwise necessary or appropriate for Little League's use of the Ballfield Area during the Licensed Period. Little League shall comply with all applicable federal, state and local laws, rules, regulations, statutes, codes, orders and ordinances, including, but not limited to, those governing the prevention, abatement and elimination of pollution and/or protection of the environment, and the employment of workers. In exercising any rights and privileges under this Agreement, Little League shall comply fully with all applicable permits, authorizations, approvals and other requirements.

9. Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.

10. Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which

shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

11. Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

12. Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever.

13. Entire Agreement. This instrument contains the entire agreement between the parties with respect to Little League's use of the Ballfield Area for the Permitted Uses. Any oral representations or modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by the parties. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14. Counterparts. This Agreement may be executed in counterparts, all of which are identical, each of which shall be deemed an original, and all of which counterparts, when executed, taken together shall constitute one and the same instrument.

15. Reservation of Rights. The Town hereby reserves all such rights and privileges in the Ballfield Area as may be used and enjoyed by Town without interfering with or abridging the rights conveyed to Little League.

16. Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the assigns and successors and tenants of the parties hereto.

17. No Third Party Beneficiaries. Except as specifically provided herein, no rights, privileges or immunities of any party hereto shall inure to the benefit of any third party person, nor shall any third party person be deemed to be a beneficiary or any of the provisions contained herein.

18. Termination. The Town reserves the right to terminate this Agreement at any time due to Little League's failure to meet any of the conditions of this Agreement. Upon termination, Little League shall remove all equipment and material, except for the New Scoreboards, and return the Ballfield Area to original condition (as of the effective date of this Agreement) within 48 hours of receipt of written notice that this Agreement has been terminated.

19. Cancellation by Town. This Agreement may be cancelled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

"**Town**"

TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation

By: Kenneth W. Buchanan
Kenneth W. Buchanan, Town Manager

ATTEST:

Bevelyn J. Bender
Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on August 19, 2013, by Kenneth W. Buchanan, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, on behalf of the Town of Fountain Hills.

JANICE E. BAXTER
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
December 5, 2016

(affix notary seal here)

Janice E. Baxter
Notary Public in and for the State of Arizona

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"**Little League**"

FOUNTAIN HILLS LITTLE LEAGUE, INC.,
an Arizona non-profit corporation

By:_____

Name: Richard Barker

Title: Vice President

(ACKNOWLEDGMENT)

STATE OF ARIZONA_____)
) ss.
COUNTY OF MARICOPA_____)

This instrument was acknowledged before me on August 7, 2013, by Richard Barker, the Vice President of FOUNTAIN HILLS LITTLE LEAGUE, Inc., an Arizona non-profit corporation, on behalf of the corporation.

OFFICIAL SEAL
CATHERINE E WHYNOT
Commission #290623
Notary Public State of Arizona
MARICOPA COUNTY
My comm. expires Sept 16 2016

(affix notary seal here)

Notary Public in and for the State of Arizona

1937957.3

EXHIBIT 1
TO
MUNICIPAL SPONSORSHIP
AND
LICENSE AGREEMENT

[Map of Park and Ballfield Area]

See following pages.

GOLDEN EAGLE PARK

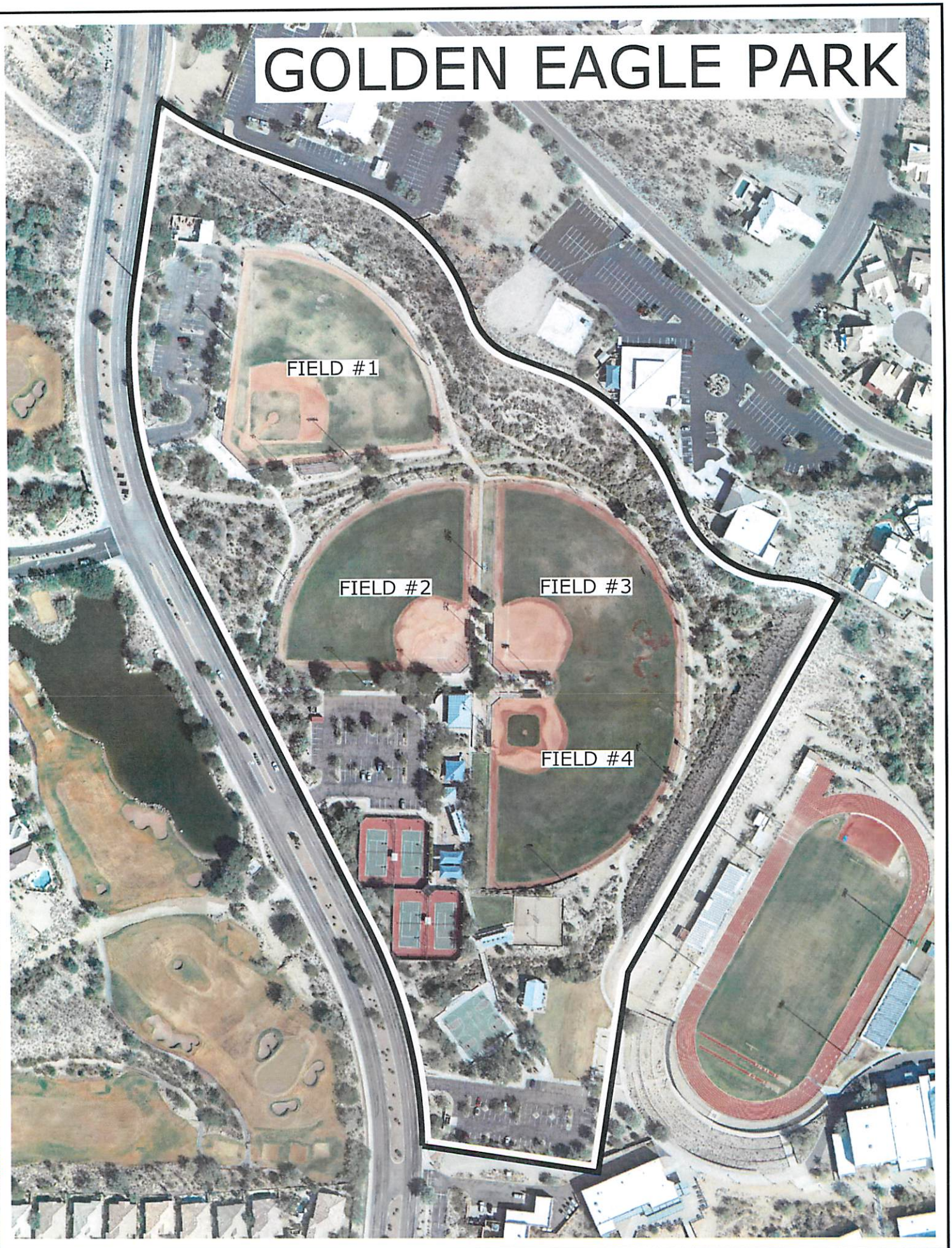

EXHIBIT 2
TO
MUNICIPAL SPONSORSHIP
AND
LICENSE AGREEMENT

[Depiction of New and Existing Scoreboards Location]

See following pages.

GOLDEN EAGLE PARK

EXHIBIT 3
TO
MUNICIPAL SPONSORSHIP
AND
LICENSE AGREEMENT

[Depiction of New Scoreboards]

See following pages.

BROKERS
ALLIANCE
Sonoran Desert Golf Trail
INN AT
Eagle Mountain
GUEST
HOME
6
9
10
INNING
BALL
STRIKE
OUT
H-E
KELLEY'S
AUTOMOTIVE
REPAIR
AZ Trails
Travel
FAIR-PLAY
by TRANSLITE
CONCEPTUAL DRAWING ONLY
CUSTOMER MUST PROVIDE PRESS-READY CUSTOM ARTWORK FOR BEST RESULTS.
MODEL NO.: BA-7109-2