1. I object to any arbitration. Any litigation would need to be performed in the 50th Judicial Circuit – in Mercer District/Circuit Court.

***Dispute resolution via arbitration is standard for Whitaker Bank for these types of agreements (sponsorships).***

2 Maintenance and/or useful life would need to be defined more clearly. My suggestion would be as follows:

• Lifetime is deemed to be 10 years or subject to maintenance beyond 50% of the original cost of the scoreboard – whichever is earlier.

***We can discuss a distinct definition for “lifetime” if that is what the school system would prefer to do, but as drafted, it is intended to be more in favor of the school system’s discretion and judgment of when the use of the assets have run their course (i.e. due to damage, malfunction, new technology, etc.).***

3. Maintenance would be up to and including the cost of 50% of the total costs of the scoreboards.

***We can discuss the distinct definition and expectation of “maintenance” if the school system prefers. Whitaker Bank’s expectation is that the scoreboards that are purchased will remain in good, working order during their “lifetime” and that the school system will be responsible for any maintenance (e.g. future expenses associated with any damage or repairs, cleaning, etc.) that may be needed to keep the scoreboards in good working order.***

4. This contract is with Whitaker Bank only. In the event the bank is bought or sells to a successor and/or assign or other entity or individual then the school district has no further obligations under the terms of the contract. Any assignment would have to be made with written consent. Alternatively, any assignment of the terms outlined in this contract shall be permitted with only express written consent of the Mercer County School District.

 ***We will need to discuss internally.***

5. The contract is exclusively for the two scoreboards at the gym located at the Mercer County High School.

 ***Agreed.***

6. This shall not apply to nor preclude any other advertising by any other entity, person including but not limited to other financial institutions throughout the district.

 ***Agreed; with the exception of on/around the scoreboards in the gym.***