

The Superlative Group, Inc.

2843 Franklin Blvd.

Cleveland, OH 44113

Professional Services Agreement

This agreement (“Agreement”) is entered into on the last date of signature as set forth on the signature page below (“Effective Date”) and sets forth the terms and conditions between The Superlative Group, Inc. (“Superlative”), an Ohio corporation located at 2843 Franklin Blvd. Cleveland, Ohio 44113 and the City of Doral, Florida (the “Client”), a Florida municipal corporation located at 8401 NW 53rd Terrace, Doral, Florida 33166, with respect to naming rights and sponsorship valuation and sales services to be provided by Superlative in connection with the marketable opportunities associated with the Client’s parks and recreation facilities (whether currently existing or to be developed in the future), events, programs, and other marketable parks and recreation assets as mutually agreed upon by the Parties (the “Assets”). Throughout this Agreement, Superlative and the Client shall be referred to individually as a “Party” and collectively as the “Parties.” For purposes of this Agreement, reference to Client shall also include its affiliate entities that will be entering into Sponsorship Agreements (defined in Section 2) pursuant to this Agreement. The Parties have agreed as follows:

Definitions. As used in this Agreement, the following terms have the following meanings:

“**Agreement**” has the meaning set forth in the Preamble.

“**Assets**” has the meaning set forth in the Preamble.

“**Party**” has the meaning set forth in the Preamble.

“**Parties**” has the meaning set forth in the Preamble.

“**Phase I Term**” has the meaning set forth in Section 4.

“**Phase II Term**” the meaning set forth in Section 4.

“**Professional Services Fee**” has the meaning set forth in Section 5.

“**Retainer**” has the meaning set forth in Section 5.

“**Services**” has the meaning set forth in Section 1.

“**Sponsor**” has the meaning set forth in Section 2.

“**Sponsorship Agreement**” has the meaning set forth in Section 2.

“**Sponsorship Income**” has the meaning set forth in Section 7.

“**Term**” has the meaning set forth in Section 4.

“**Valuation Report**” has the meaning set forth in Section 5.

1. Services: During the Term (defined in Section 4), the Client hereby retains Superlative to serve as the exclusive sponsorship and naming rights representative of the Client with respect to the valuation and sale of sponsorship, naming rights, presenting sponsor, official sponsor, category partnership, pouring rights, seating, suites, advertising, hospitality, or any other rights, benefits, or recognition, in whole or in part, in connection with the Assets (“Services”). The scope of Services is further described in **Exhibit A**, which is attached to and incorporated as part of this Agreement by reference. Superlative agrees to use its diligent efforts, consistent with its own business judgment, in carrying out its obligations under this Agreement. The Parties acknowledge that Superlative performed valuation services in relation to the Assets pursuant to an agreement executed by the Parties effective October 16, 2020. Pursuant to this Agreement, Superlative is performing updated valuation services in relation to the Assets.
2. Sponsor/Sponsorship Agreement: Each entity secured by Superlative that subsequently enters into a “Sponsorship Agreement” (defined below) with the Client shall be referred to as a “Sponsor.” If any entity, including any charitable corporate foundation related to any Sponsor, elects to make a contribution in support of the Assets, then subject to the terms of the applicable Sponsorship Agreement, such entity making the contribution shall also be deemed a Sponsor and the contribution shall be deemed Sponsorship Income. Those contracts or agreements, including renewals, extensions and modifications thereof, by which any entity enters to receive sponsorship, naming rights, presenting sponsor, official sponsor, category partnership, pouring rights, seating, suites, advertising, hospitality, or any other rights, benefits, or recognition, in whole or in part, in connection with the Assets are herein referred to as “Sponsorship Agreements.”
3. Authority to Bind: Superlative agrees that Superlative shall not have any right to bind or commit the Client in any way. Any arrangement or understanding binding the Client, or by which any Sponsor obtains any rights or benefits in connection with the Assets and the Client, shall be set forth in a written agreement approved by the Client and executed by the Client and the Sponsor involved. The Client shall provide Superlative with a copy of any and all Sponsorship Agreements and any modifications or renewals thereof effected at any time.
4. Term: The “Phase I Term” of this Agreement shall commence on the Effective Date and shall expire, unless extended or sooner terminated, upon Superlative’s delivery of the final draft of the Valuation Report (defined in Section 5.1(a)). The “Phase II Term”, if triggered, shall commence immediately upon the date on which the Client provides Superlative with a written notice to proceed to Phase II Services (as set forth in Section 6 of this Agreement), and shall continue, unless extended or sooner terminated, for eighteen (18) months. The Parties further agree, however, that the Parties shall have the right through written, mutual agreement, no later than sixty (60) days before the expiration of the Phase II Term, to renew and extend the Phase II

Term hereof for successive twelve (12) month periods. Individually or jointly, the Phase I Term and the Phase II Term shall be referred to herein as the "Term."

5. Consideration:

5.1. As consideration to Superlative for the Services of Superlative as described herein, the Client agrees to pay to Superlative as follows:

- (a) Phase I Asset Valuation Services: a professional services fee in the amount of Twenty-Five Thousand Dollars (\$25,000) ("Professional Services Fee"). The Professional Services Fee shall be paid in two installments. The first installment shall be paid to Superlative in the amount of Twelve Thousand Five Hundred Dollars (\$12,500) upon execution of this Agreement. The second installment shall be paid to Superlative in the amount of Twelve Thousand Five Hundred Dollars (\$12,500) upon delivery by Superlative of the final draft of the valuation report in relation to the Assets (the "Valuation Report"); and
- (b) Phase II Naming Rights and Sponsorship Sales Services: In the event the Client elects to proceed with Phase II sales Services as set forth in Section 6 below, Client shall also, in its written notice to proceed, choose one of the payment options listed in Sections 5.1(b)(i) or 5.1(b)(ii) below that it desires for Phase II sales Services and such payment option shall constitute the payment terms for the Phase II sales Services.
 - (i) Five Thousand Dollars (\$5,000) per month for the Phase II Term ("Retainer") to be payable within the first five (5) days of each month immediately following the commencement of the Phase II Term and Twenty Percent (20%) commission on Sponsorship Income; OR
 - (ii) Seven Thousand Five Hundred Dollars (\$7,500) per month for the Phase II Term ("Retainer") to be payable within the first five (5) days of each month immediately following the commencement of the Phase II Term and Fifteen Percent (15%) commission on Sponsorship Income.

5.2. In addition to the consideration set forth in Section 5.1, Client shall reimburse Superlative for all pre-approved travel and expenses at cost.

5.3. If Superlative assists the Client in securing a Sponsorship Agreement with an entity that Superlative did not solicit, Superlative shall be entitled to the commission set forth in Section 5.1 on Sponsorship Income for such Sponsorship Agreement.

5.4. Any and all consideration, as stated in this Section 5, owed to Superlative pursuant to this Agreement that is derived from Sponsorship Income, and Client's obligation to pay such consideration, shall survive the termination or expiration of this Agreement. Client's obligation to pay any Professional Services Fee and Retainer payments shall also survive the termination or expiration of this Agreement, in the event that such payments have not been paid upon the termination or expiration of this Agreement.

6. Completion of Phase I /Valuation and Initiation of Phase II/Sales Services: Superlative shall use commercially reasonable efforts to deliver the first draft of the Valuation Report to the Client within three (3) months of the Effective Date, unless otherwise agreed to by the Parties. The delivery of any draft of the Valuation Report shall not be unreasonably conditioned or delayed by Client. In the event that the Client unreasonably conditions or delays the delivery of the first draft of the Valuation Report, the delivery period, as set forth in this Section 6, shall be extended for the period of time in which the first draft was conditioned or delayed by the Client. In the event the Client decides to proceed with Phase II sales Services, it shall provide Superlative with a written notice to proceed no later than four (4) months after the expiration of the Phase I Term, unless otherwise agreed to by the Parties in writing. Upon receipt of such written notice to proceed, Superlative shall initiate Phase II sales Services.

7. Sponsorship Income:

7.1. As used herein, “Sponsorship Income” means all amounts paid or payable by or on behalf of any entity as consideration for the right to receive any sponsorship, naming rights, presenting sponsor, official sponsor, category partnership, pouring rights, seating, suites, advertising, hospitality, or any other rights, benefits, or recognition, in whole or in part, in connection with the Assets, regardless of whether such amounts are paid during the Term hereof or during any period following the last day of the Term, pursuant to:

- (a) Any Sponsorship Agreement which is executed with a Sponsor during the Term of this Agreement;
- (b) Any Sponsorship Agreement which is executed within twelve (12) months following the expiration or termination of the Term hereof with any entity that was previously solicited by Superlative to become a Sponsor and with which Superlative had conducted good-faith discussions concerning the possibility of such entity becoming a Sponsor; and
- (c) Any renewal, extension or modification of any such contract or agreement described in sections 5.3, 7.1(a), and 7.1(b).

7.2. For the avoidance of doubt, Sponsorship Income shall include all amounts paid pursuant to Section 5.3.

7.3. If any entity set forth in Section 7 shall provide the Client with any “in-kind” consideration (for example, products, services, advertising commitments, etc.), then such in-kind consideration shall be considered “Sponsorship Income” and shall be commissionable to Superlative at the rate described in Section 5 above. In-kind consideration shall be valued at the valuation set forth in the relevant Sponsorship Agreement, or if there is no such valuation, at the fair market value thereof.

8. Collection of Sponsorship Income: The Client shall be solely responsible for and shall directly collect all Sponsorship Income. Client will remit any commission owed on Sponsorship Income to Superlative within thirty (30) days of receipt of Sponsorship Income. Any payments shall be made by check payable to “The Superlative Group, Inc.” at the address set forth herein. At the time of payment to Superlative, the Client shall supply Superlative with a statement showing

the identity of the entity that made payment, the amount paid, the date of receipt, and the calculation of commission payable to Superlative.

9. Exclusivity: Superlative shall serve as the exclusive agent of the Client to provide the Services during the Phase I Term of this Agreement, and, if Phase II services are triggered by the Client, during the Phase II Term.

10. Progress Meetings: Representatives of Superlative will make themselves available to meet with senior Client executives on a periodic basis to assess the progress of the Services, and at such time Superlative will provide the Client with Superlative's opinions and recommendations for obtaining a successful outcome for the Services.

11. Record Keeping: Each Party agrees that it will keep accurate and complete records and books of accounts showing all income it receives relating to this Agreement. Each Party or its representatives shall have the right at all reasonable times (prior to the expiration of two (2) years after the end of the Term) to inspect and make copies of the books and records of the other Party so far as such books and records shall relate to the computation of amounts to be paid to Superlative and the Client hereunder.

11.1. Florida Statutes Chapter 119 Retention Disclosure. Superlative shall retain all public records, as defined in Chapter 119, Florida Statutes, related to this Agreement for a period of at least five (5) years after the termination or expiration of this Agreement, or for any longer period as required by Florida law.

12. Partnership/Joint Venture: This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture between the Client and Superlative. Neither Party shall have any right to obligate or bind the other Party in any manner whatsoever, and nothing herein contained shall give or is intended to give any rights of any kind to any third person.

13. Ownership of Proprietary Information: This Agreement does not constitute and shall not be construed as constituting the transfer or assignment of any proprietary information from Superlative to the Client. Superlative shall retain the ownership rights to all proprietary information that it owned (in whole or in part) prior to entering into this Agreement, including, but not limited to, trade secrets, technology, formulas, calculations, algorithms, or information pertaining to business operations and strategies, and information pertaining to customers and pricing.

14. Intellectual Property Rights. This Agreement does not constitute and shall not be construed as constituting the transfer or assignment of any intellectual property between the Parties, unless set forth otherwise in this Agreement. The Parties shall retain ownership right, title, and interest to all intellectual property that they owned (in whole or in part) prior to entering into this Agreement, including, but not limited to, copyrights, patents, trademarks, and service marks.

15. Client Indemnification: The Client shall defend, indemnify, save and hold harmless Superlative, its affiliates, their respective officers, directors, employees, shareholders, representatives, contractors and agents, and any of them, from and against any and all expenses,

damages, claims, suits, actions, judgments, liabilities and costs whatsoever (including attorneys' fees and expenses of attorneys retained by the Client) ("Claims") arising out of, or in any way connected with, (a) the negligent act or omission or willful misconduct of the Client, its employees, agents, representatives and contractors relating to this Agreement, (b) the negligent or unlawful use of the Assets by, or activities of, the Client, its employees, agents or contractors, related to or connected with Client, or (c) breach by the Client of any representation or warranty of the Client herein set forth. In the event that Claims arise from the concurrent negligence of Client and Superlative, the duty to indemnify shall be limited to the extent of the negligence of Client, its employees, agents, representatives and contractors. Notwithstanding the foregoing, this Section 15 shall not apply to any claims, suits, actions, judgments, liabilities, and any costs, expenses, and damages resulting therefrom, between the Parties. Furthermore, this Section 15 shall survive the termination or expiration of this Agreement.

16. Superlative Indemnification: Superlative shall defend, indemnify, save and hold harmless the Client, its affiliates, their respective elected officials, officers, directors, employees, shareholders, representatives, contractors and agents, and any of them, from and against any and all expenses, damages, claims, suits, actions, judgments, liabilities and costs whatsoever (including attorneys' fees and expenses of attorneys retained by Superlative) ("Claims") arising out of, or in any way connected with, (a) the negligent act or omission or willful misconduct of Superlative, its employees, agents, representatives and contractors relating to this Agreement, (b) the negligent or unlawful use of the Assets by, or activities of, Superlative, its employees, agents or contractors, related to or connected with Superlative, or (c) breach by Superlative of any representation or warranty of Superlative herein set forth. In the event that Claims arise from the concurrent negligence of Superlative and Client, the duty to indemnify shall be limited to the extent of the negligence of Superlative, its employees, agents, representatives and contractors. Notwithstanding the foregoing, this Section 16 shall not apply to any claims, suits, actions, judgments, liabilities, and any costs, expenses, and damages resulting therefrom, between the Parties. Furthermore, this Section 16 shall survive the termination or expiration of this Agreement.

17. Force Majeure: If either Party is delayed, prevented, prohibited, or materially impaired from performing any of its obligations under this Agreement (other than a payment obligation hereunder) as a result of a force majeure event, including, but not limited to, acts of God, adverse weather conditions, natural catastrophe, labor disputes, strikes, war, insurrection, terrorist action, government restrictions, civil commotion, riots, fire, flood, pandemics, epidemics, public health crisis or emergency, or other cause beyond the Parties' reasonable control, then such Party's failure to perform such obligation shall not constitute a breach of this Agreement and such Party shall be excused from performance of such obligation for a period of time equal to the period during which the force majeure event delays, prevents, prohibits, or materially impairs such performance. Notwithstanding the foregoing, a force majeure event does not include any changes in general economic conditions such as inflation, interest rates, economic downturn or other factors of general application; or an occurrence that merely makes performance more difficult or expensive.

18. Damages: Except in regard to Sections 15 and 16 of this Agreement, under no circumstance shall Superlative or the Client be liable to the other Party or any other person or entity for special, incidental, consequential or indirect damages, loss of good will, or exemplary or punitive damages. In addition, and without prejudice to the foregoing, Superlative's total liability to the Client shall not

exceed the total sums paid by the Client to Superlative under this Agreement in respect of the Services (excluding commissions).

19. Transfer/Assignment: Neither Party shall assign or otherwise transfer this Agreement, nor any rights or obligations hereunder, except upon receipt of the prior express written approval of the other Party hereto.

20. Governing Law: This Agreement shall be governed and construed according to the laws of the State of Florida without regard to conflict of laws.

21. Venue: Any action brought to enforce the terms of this Agreement shall be filed in the Eleventh Circuit Court, in and for, Miami-Dade County, Florida.

22. Prevailing Parties Fees: In the event that either the Client or Superlative institutes any legal action or proceeding to enforce any right or obligation under this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees incurred in the preparation, prosecution, or defense of such action or proceeding.

23. Construction: Superlative and the Client hereby acknowledge that both Parties participated equally in the negotiation of this Agreement and that, accordingly, in interpreting this Agreement, no weight shall be placed upon which Party hereto or its counsel drafted the provision being interpreted.

24. Severability: The provisions of this Agreement are divisible. If any such provision shall be deemed invalid or unenforceable, such provision shall be limited to the extent necessary to render it valid and enforceable, and the remaining provisions of this Agreement shall continue in full force and effect, without being impaired or invalidated in any way.

25. Survival: Provisions of this Agreement, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement including, but not limited to, this Section 25 and the following provisions: Section 5.4, Section 8, Section 11, Section 13, Section 14, Section 15, Section 16, Section 18, Section 20, Section 21, Section 22, Section 23, Section 24, Section 26, Section 27, and Section 29.

26. Waiver: No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof or any other right, remedy, power, or privilege. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

27. Entire Agreement: This Agreement, including all exhibits, schedules, and any documents or instruments incorporated herein by reference constitutes the sole and entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, between the Parties with respect to the subject matter hereof.

28. Amendment: This Agreement may be amended from time to time only upon a written agreement between the Parties.

29. Counterparts. This Agreement may be executed in two (2) or more counterparts (including, without limitation, by means of an electronic or facsimile signature), each of which shall be deemed an original, but all of which, when together constitute one and the same instrument.

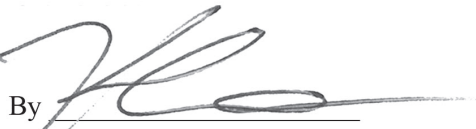
30. Representations and Warranties. Each Party represents and warrants that it has the right to enter into and perform this Agreement in accordance with its terms and to grant to the other Party all of the rights granted in this Agreement.

[Remainder of Page Intentionally Left Blank – Signature Page Follows]

The Client and Superlative have executed and delivered this Agreement effective as of the last date of signature as set forth below.

The Superlative Group, Inc.

City of Doral, Florida


By 
Date: 05/09/2025

Kyle Canter

Chief Operating Officer

2843 Franklin Blvd.

Cleveland, OH 44113

By 
Date: 5/19/2025
Name: Zeida Sardinas
Title: City Manager

8401 NW 53rd Terrace

Doral, FL 33166

EXHIBIT A
SCOPE OF SERVICES

PHASE 1

ASSET INVENTORY & VALUATION

During Phase I, our team of Valuation specialists identify and value all of the assets that the City of Doral, FL ("the City") has available to generate revenue. Our Valuation process includes five key components:



QUANTITATIVE ANALYSIS

Quantitative Benefits reflect the ability to effectively measure the return on investment that your organization can expect to receive.



QUALITATIVE ANALYSIS

Qualitative Benefits, or intangible benefits, enhance the value of naming rights and sponsorships and typically fall outside traditional media platforms making them difficult to quantify.



CONTRACT & POLICY ANALYSIS

As part of its analysis, we conduct a thorough contract review prior to completing every Phase I report. The goal of this process is to establish a list of any limitations, processes or existing policies that affect a contract.



INDUSTRY BENCHMARKING

The goal of this process is to identify not only the fair market value of each naming rights and sponsorship opportunity, but also the minimum (floor) and maximum (ceiling) revenue garnered in the marketplace by similar organizations.

**“ We focus on
maximizing
revenue
generation
for our clients
while over-
delivering
value. ”**

PHASE 1

QUANTITATIVE ANALYSIS

Quantitative Benefits reflect the ability to effectively measure the return on investment that the City's partners can expect to receive. These include the direct, or tangible, benefits available to the partner. Quantitative Benefits typically form a significant portion of fair market value because each item is quantifiable and guaranteed to the partner.

The first step in identifying quantitative value is by studying real-world media value in the marketplace. This involves understanding the total number of possible impressions available through each asset that reaches the target audience. We identify television, signage, print, digital and social media exposure and then scale impressions for each asset from "valued impressions" to "waste impressions," adjusting the media value accordingly. Standard discount rates range between 10 and 75 percent depending on the type and quality of exposure.

Quality of exposure is determined by:

- How prevalent the partner’s ID (Name) is through the exposure period; and
- The impact of its placement with its intended audience.

Our specialists then use pre-impression, or rate-card, values to assign a price or value to each benefit identified. CPMs used for this purpose are culled from local, regional and national advertising rates depending on the scope of the opportunity. Typical CPMs can range from \$2.50 for online exposure to \$15 for large format out-of-home digital signage. They also represent the most accurate metric by which to determine exposure value for any particular Naming Rights or sponsorship asset.

Our quantitative analysis also includes an assessment of the value of engaging the target audience and the quality of exposure received. Understanding the value of each impression with respect to a specific demographic or target audience is an important component. For example, a target student demographic of 18- to 21-year-old females may be considered

a "premium audience" by one partner, while another may be trying to reach 35- to 54-year-old males. Our valuation is adjusted accordingly for each opportunity and asset.

The final aspect of our quantitative assessment is identifying the costs of engaging the target audience and achieving high-quality exposure. This includes an assessment of the cost of delivery (to the partner) and may include direct costs (installing a hard sign), overhead costs (maintaining a media platform) or development costs.



QUANTITATIVE BENEFITS ARE SEPARATED INTO SEVERAL CATEGORIES INCLUDING:

- Property Media Buys
- Signage Benefits
- Print Marketing Collateral
- Social and Digital Media Exposure
- Display Opportunities

PHASE 1

QUALITATIVE ANALYSIS

Qualitative Benefits, or intangible benefits, enhance the value of Naming Rights and sponsorships and typically fall outside traditional media platforms making them difficult to quantify. Superlative classifies Qualitative Benefits into five distinct categories based on its extensive experience selling, negotiating and auditing Naming Rights and corporate sponsorships:

Functionally, Qualitative Benefits represent the premium value Naming Rights and sponsorships demand over alternative marketing investments. By simplifying intangible benefits into five categories, Superlative is able to effectively justify premium Naming Rights and sponsorship value by focusing on the qualitative aspects of an opportunity that align with the objectives of a corporate marketer.

QUALITATIVE BENEFITS ARE SEPARATED INTO SEVERAL CATEGORIES INCLUDING:

- Prestige of Property
- Value of Audience
- Opportunity to Activate
- Partner Protection
- Geographic Reach



PHASE 1

CONTRACT & POLICY ANALYSIS

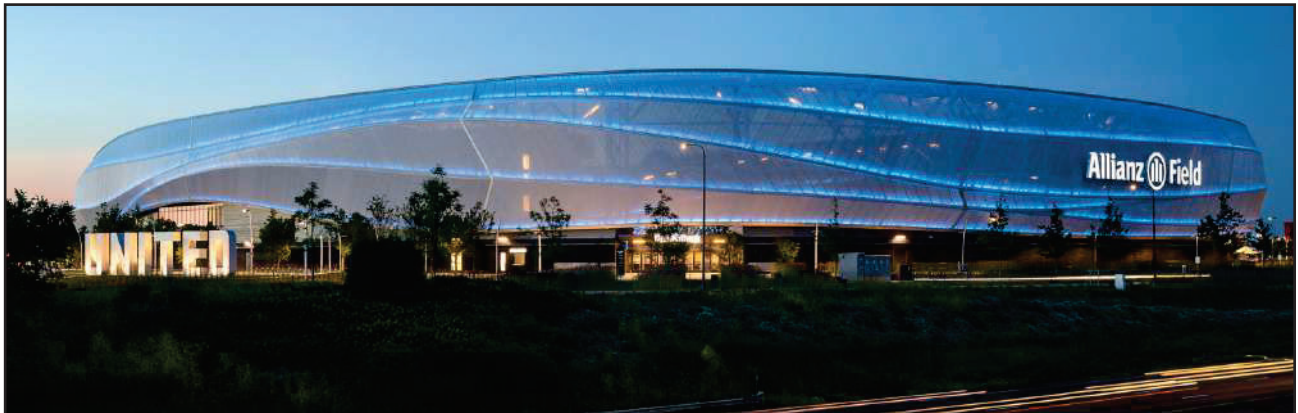
As part of its analysis, Superlative conducts a thorough contract review prior to completing every Phase I report. The goal of this process is to establish a list of any limitations, processes or existing policies that affect a contract. Then Superlative develops a strategy to minimize the effects of those limitations and maximize all of the identified opportunities through a logical priority assessment.

Not only are prices, fulfillment obligations and relative value for each party reviewed, but also values against similar contracts with other entities. The value of Naming Rights and sponsorships to the City's will be inhibited by any pre-existing contracts relating to Naming Rights and corporate sponsorships. A thorough understanding of the City's existing advertising contracts will assess the impact that existing agreements place on new Naming Rights and sponsorship agreements.

The project team spends time early in the project reviewing all relevant statutes, signage regulations and rules to ensure that the City marketing opportunities, within context of established guidelines, are understood. Superlative remains in close contact with the City's legal and executive teams to ensure that the asset database is being developed in a manner that is consistent with the City's existing policy regarding assets for marketing purposes.

INDUSTRY BENCHMARKING

Superlative maintains an extensive database of Naming Rights and sponsorship agreements that is continuously updated and includes, but is not limited to, Naming Rights and sponsorship contracts from zoos, stadia, arenas, park districts, transit agencies, bike share programs, convention centers, theaters, municipalities, universities and nonprofit organizations. Once our Valuation specialists have developed the asset database and determined the Naming Rights and corporate sponsorship value for each opportunity and asset, a list of similar sponsorship contracts, including their terms, associated fees and other pertinent details, is compiled for each asset. The goal of this process is to identify not only the fair market value of each Naming Rights and sponsorship opportunity, but also the minimum (floor) and maximum (ceiling) revenue garnered in the marketplace by similar organizations. Each Naming Rights and sponsorship asset is presented in this manner in our final Phase I report.



PROJECT TIMELINE

Superlative understands that every client situation is unique, and our sales and marketing process allows for flexibility and customization depending on the City's specific needs. For our engagement, Superlative will complete the following steps:

PHASE 1 VALUATION

3-4 months, immediately following contract execution

MONTH	01	02	03	04
KICKOFF MEETING & SITE VISITS				
GATHERING OF PRELIMINARY INFORMATION				
RECEIPT AND REVIEW OF INITIAL INFORMATION				
DEVELOPMENT OF ASSET DATABASE				
QUALITATIVE ASSESSMENT OF NAMING RIGHTS & SPONSORSHIP ASSET VALUE				
CONTRACT REVIEW				
EXECUTIVE REVIEW				
DELIVERY OF DRAFT PHASE I REPORT				

PHASE 1 VALUATION

WEEKS 1 – 4

KICKOFF MEETING AND SITE VISITS

Site visits are undertaken as soon as possible to view the assets being valued and kick-start the asset research process. Our valuation team will compile a digital inventory of images and renderings that will be referenced during the valuation process and used in development of promotional materials for the sales implementation process.

Concurrent with our site visit, Superlative requests a kickoff meeting at the City's offices to introduce our team in person, identify project leads and go over timelines and responsibilities.

GATHERING OF PRELIMINARY INFORMATION

Upon appointment as sales agents on any new engagement, The Superlative Group carries out initial research to review relevant documentation such as strategic plans, design briefs and project renderings to gain an in-depth knowledge of the project and make an accelerated start on our asset identification process.

Upon completion of our site visit, Superlative will send the City staff a detailed Information Request that identifies the key pieces of information that we would like to review as part of our valuation process and present our initial thoughts on the structure of the final report. We will schedule a follow-up call to answer any questions pertaining to our request to facilitate and expedite the information gathering process.

WEEKS 5 – 8

RECEIPT AND REVIEW OF INITIAL INFORMATION

Superlative allows 2-3 weeks for receipt of the bulk of information requested of the City, although this process will likely continue until the report is finalized, and potentially, throughout the strategic sales process as Superlative obtains interest from potential partners. In most cases, Superlative secures most of what it needs to begin building the City's asset database by Week 6.

DEVELOPMENT OF ASSET DATABASE

Concurrently, Superlative's valuation specialists begin compiling the City's assets and determining their quantitative value based on local, regional and national media rates.

QUALITATIVE ASSESSMENT OF NAMING RIGHTS & SPONSORSHIP ASSET VALUE

Our valuation team conducts original research to ascertain the intangible value of the City's Naming Rights and sponsorship opportunities when compared to other, similar properties, using annual reports, press releases and other relevant information provided by the City as well as Superlative's proprietary database of Naming Rights and sponsorship contracts.



PHASE 1 VALUATION

WEEKS 9 – 12

CONTRACT REVIEW

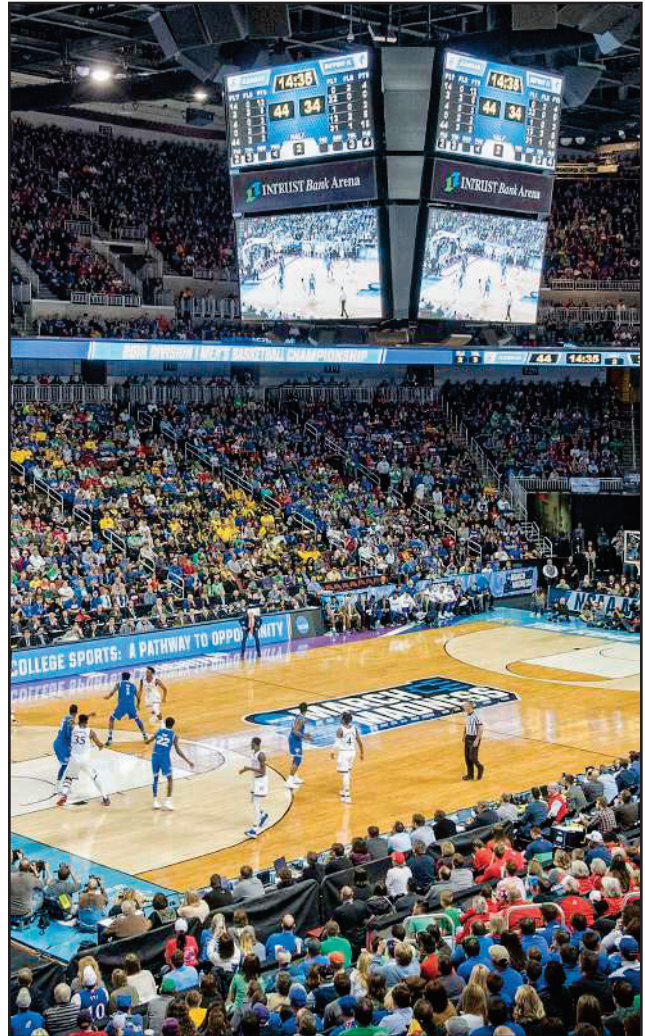
Once Superlative has determined the Naming Rights and sponsorship value for the City's assets, packages are compared to the City's existing Naming Rights and sponsorship agreements. A database of potential challenges and limitations that could potentially impact revenue generation is created, from both external (e.g., signage restrictions) and internal (e.g., category restrictions like tobacco or alcohol) processes.

EXECUTIVE REVIEW

Superlative conducts an extensive internal review process where senior leadership has an opportunity to weigh in on potential contract value and overall program revenue potential, lending insight critical insight to the project and ensuring that all potential revenue is accounted for.

DELIVERY OF DRAFT PHASE I REPORT

Superlative allows 1-2 weeks for review by the City staff, followed by a conference call with Superlative's valuation experts to walk through our findings together. Subsequently, any feedback is incorporated and the document is finalized.



PHASE 2

STRATEGIC SALES CAMPAIGN DEVELOPMENT

Superlative's main priority is to generate maximum revenue for our clients. Upon completion of Phase I, Superlative recommends immediately moving forward with a strategic sales campaign, beginning with the client's most valuable opportunities. Prioritizing assets in this manner ensures optimum revenue generation by taking the largest asks to market first. To ensure that coverage is comprehensive, Superlative uses a systematic approach to contact marketing partners

**PROSPECTING****NEGOTIATING &
COMPLETING AGREEMENTS****PRESENT
AGREEMENTS****CONTRACT
FULFILLMENT****MANAGE & AUDIT
ONGOING RIGHTS****PROGRESS
REPORTS**

PHASE 2

PROSPECTING

- Collaborate closely with the City's leadership and development teams on recommendations they may have;
- Exhaust Superlative's contact database of thousands of corporate contacts, which is continually updated;
- Identify and research prospective corporations through various subscribed databases to match the marketing needs of corporations with the logical and most valuable marketing assets of the City;
- Promote sales campaign with a description of the City initiatives through a myriad of resources;
- Create presentation material that will provide specific information for potential investments and/or partnerships with the City as part of the Naming Rights or sponsorship program, including:
 - Market/Demographic data;
 - Measured media value;
 - Value justification for unmeasured media;
 - Sponsorship benefits and options;
 - Options for renewal; and
 - Financial investment.



NEGOTIATING & COMPLETING AGREEMENTS

Superlative will assist in any way that is comfortable for the City. Superlative's executives can be the upfront negotiator or advise the City stakeholders, depending on your desire and needs.

PHASE 2

PRESENT AGREEMENTS

Superlative is well versed in the appropriate procedures for announcements to local and national media outlets. Superlative will work with the City to accurately present a negotiated Naming Rights and sponsorships to the appropriate executives and media. It is important that Naming Rights and sponsorships be communicated accurately, both financially and politically, while being cognizant of objections and concerns.

CONTRACT FULFILLMENT

Superlative will work with the City to develop a system that accurately tracks the status of newly developed Naming Rights and corporate sponsorships. Our experience shows that contract fulfillment requires participation from development, legal and accounting functions to ensure high-quality partner relationships.



MANAGE & AUDIT ONGOING RIGHTS

Superlative establishes post-contract review mechanisms to ensure that all benefits owed to the City are captured and that the organization is meeting its obligations under these contracts. Superlative is a strong advocate of audits, especially when payments are performance based.

PHASE 2

ACTIVATION & AUDIT

After delivery of a campaign agreement, the project team will assist the City in the activation and compliance of each aspect of that agreement. Specifically, Superlative will:

- Finalize agreement terms and conditions;
- Assist the City with the first year of activation of each Naming Rights and/or sponsorship;
- Assist in the development of payment schedules and compliance issues; and
- Provide other services as requested by the City.

PROGRESS REPORTS

Superlative understands that effective communication with the client is a critical part of successful project delivery. As part of our standard reporting procedure, we use template reports to provide sales updates:

- Following all meetings with target companies regarding any Naming Rights, corporate sponsorship or revenue-potential opportunity;
- On a monthly basis, to provide the City an update on activity during the period. We discuss these periodic sales update reports on a scheduled conference call.

Reports are prepared in a template and serve as a record of discussion during sales meetings and log the following project details. Generally, our progress reports include the following information:

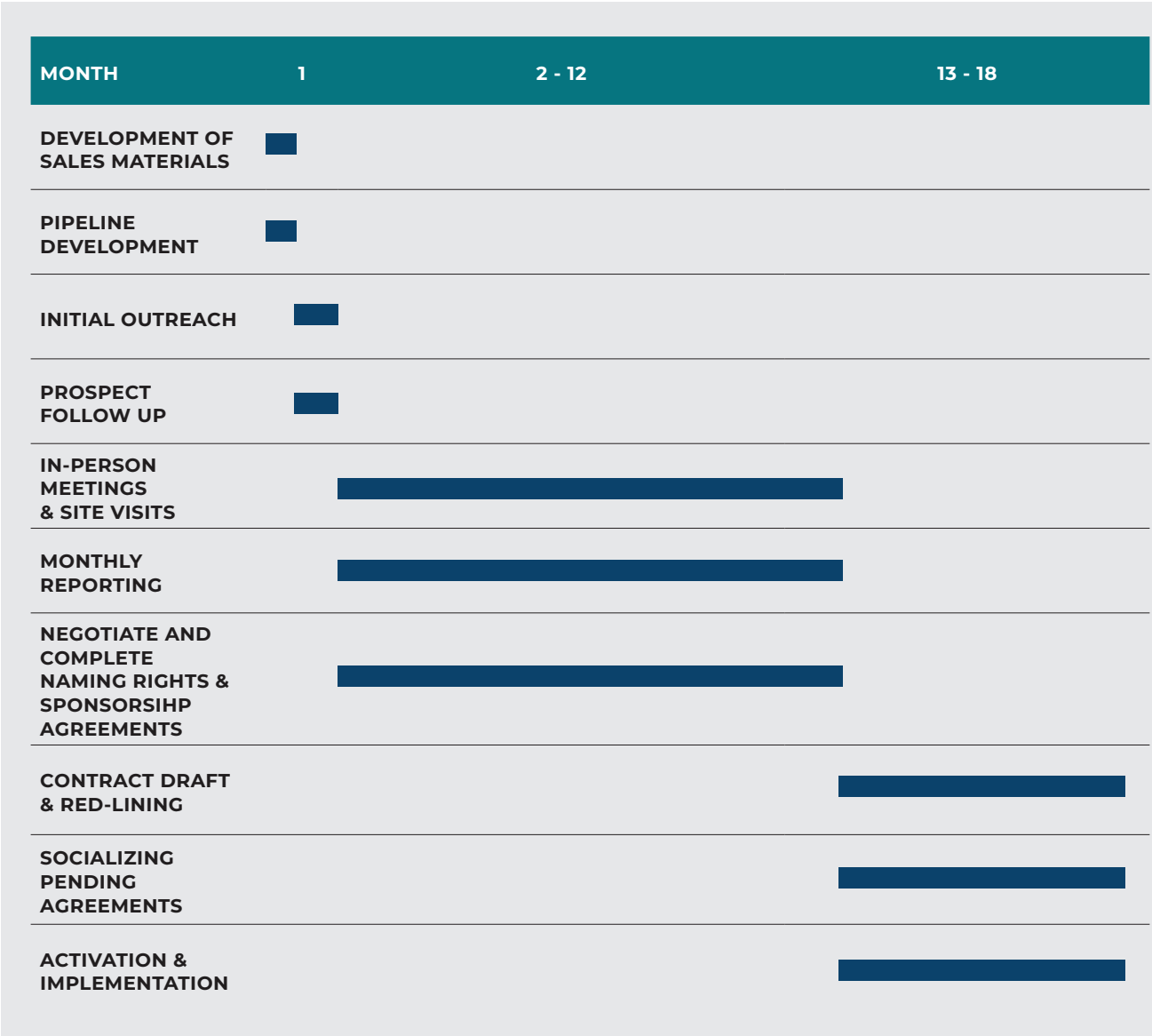
- Project timescales and sale priorities
- Status of progress of deliverables in Scope of Services
- Status of all activities, events and efforts
- Summary of meetings and presentations
- Summary of activity regarding market interest and feedback
- Summary of communications with potential partners
- Any deviations from project deliverables or schedule
- Plan of activities for next 30 days

The Superlative Group will agree to the format with the City's project team as part of our project initiation process.

PROJECT TIMELINE

PHASE 2 SALES

18 months, recommended minimum



PHASE 2 SALES

WEEKS 1 – 2

DEVELOPMENT OF SALES MATERIALS

Superlative's design team will begin developing presentations, one-sheets and other sales materials using information obtained through the Phase I Valuation process, including audience demographics, proposed sponsorship value and images obtained through site visits and the City.

PIPELINE DEVELOPMENT

Superlative's sales executives will work with the City personnel to develop a database of sponsor contacts, to be reviewed and agreed upon by the City staff prior to Superlative making its first call.

WEEKS 3 – 4

INITIAL OUTREACH

Superlative begins every new sales campaign with letters addressed to the C-Suite of prospect organizations. These letters are customized based on the prospect and contain hand-written notes. A general formatted letter is provided to the client ahead of time to allow for approval of the content of the outreach. The purpose of these letters is to introduce our firm as the exclusive sales agent representing the opportunity, provide an overview of the partnership goals and request an initial meeting.

PROSPECT FOLLOW UP

After initial outreach letters are delivered, Superlative will follow up via phone and email. Throughout this process, we work to secure initial calls and meetings with interested parties. Important to note, the initial outreach and follow up is always directed to the highest-ranking officials in an organization so that these transformative partnerships are properly vetted.

MONTHS 2 - 12

IN-PERSON MEETINGS AND SITE VISITS

Superlative believes that the best and only way to ultimately build long-lasting, sustainable corporate partnerships is to develop relationships and trust with prospective partners. In order to accomplish this, our Sales Executives frequently travel to market to meet with entities in-person and, when beneficial, conduct site visits. Additionally, at the right point in the process, we invite our clients to take part in these meetings; again, always with the goal to develop relationships and build commonalities for future partnerships.

MONTHLY REPORTING

Superlative's sales executives will coordinate a regular conference call with the City leadership to provide regular updates on progress made to date. Additional calls may be requested on an ad hoc basis as sponsor interest and pitch meetings are secured. Superlative will provide an updated sales report the City's review prior to the call.

NEGOTIATE AND COMPLETE NAMING RIGHTS & SPONSORSHIP AGREEMENTS

As noted above, Superlative's valuation process determines not only the fair market value of each opportunity, but also the range of contract value obtained by similar organizations from corporate sponsors. With the City's approval, Superlative will open negotiations at the ceiling of this range, or higher, and secure partnerships within the parameters of contract value provided, beginning with the City's most valuable assets first.



PHASE 2 SALES

MONTHS 13 - 18

CONTRACT DRAFT AND RED-LINING

Superlative employs in-house counsel to assist in the drafting and editing of all Naming Rights and sponsorship agreements. With a deep portfolio of benchmark agreements, we are able to draw on decades of experience in drafting sponsorship agreements that always seek to represent the best interest of our clients. As contract negotiations move forward, we are available to play an active or consultative role in the drafting or review of any pending agreement.

SOCIALIZING PENDING AGREEMENTS

Superlative understands the unique nature of implementing significant, long-term agreements and as a result takes a proactive role in socializing the major elements of the agreements with key stakeholders. Our Sales Executives will prepare briefing materials, conduct meetings, answer questions in order to fully explain the benefits of the partnership. We do this to ensure that pending agreements can be accepted and passed by governing boards, elected leaders or other leadership staff.

ACTIVATION AND IMPLEMENTATION

Upon execution of a contract, we remain invested in the activation process to ensure a seamless implementation of the partnership and that there is a smooth transition in managing the relationship. Ultimately, all of the sponsorship agreements we bring forth are relationships between our client and the new partner; we take an active role to ensure that relationship gets off to a successful start.

