

DONOR AGREEMENT BETWEEN BLACK HILLS SPORTS AND MEDICAL FACILITIES CORPORATION

This Agreement is made this ___ day of March, 2021 between BLACK HILLS SPORTS, INC (BH Sports), and the Medical Facilities Corporation, a Canadian Publicly Traded Company, (“Donor”).

RECITALS

WHEREAS, BH Sports is a not-for-profit corporation who in collaboration with Baseball Parents, Inc., another not-for-profit corporation, oversees and operates the Post 22 American Legion Baseball program in Rapid City, South Dakota, which program is housed and located in Fitzgerald Stadium (Stadium) also located in Rapid City; and

WHEREAS, the Stadium and all improvements thereon are owned by the City who in turn leases the Stadium to BH Sports for purposes of Post 22 Baseball events and other events; and

WHEREAS, BH Sports is engaged in a fundraising campaign for the purpose funding major renovations at the Stadium and to fund operations of the Post 22 baseball program and related events; and

WHEREAS, as part of the fundraising campaign, BH Sports has solicited donations from individuals and companies; and

WHEREAS, Donor is willing to make a monetary donation to BH Sports in an amount hereinafter specified, to fund the good works and activities of BH Sports and the Post 22 baseball program; and

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Donation Amount and Term**: Donor agrees to make a donation to BH Sports in the amount of \$100,000. Donor will pay said amount in the following manner:

Donor will pay \$10,000 for each year for a period of ten (10) years. Each annual payment shall be made on or before the 1st day of April of each year beginning in 2021. In the event any installment is not paid on or before the date it is due and payable, the amount will be delinquent. Delinquent amounts will bear interest from the date of delinquency to the date full payment is received at a rate equal to the prime rate (published in Wall Street Journal or similar publication) plus 1%, but in no event greater than the maximum amount permitted by applicable law.

Donor shall have the right on one hundred and eight (180) day written notice prior to expiration of the initial term, to renew this Agreement for another ten (10) year renewal term with the Parties thereafter bound throughout the renewal term to the same rights, duties and obligations set forth herein.

2. **Donor's Promotional and Recognition Opportunity:** In consideration of Donor's gift, Donor will be allowed, certain promotional and recognition rights, all as set forth in Exhibit A.

3. **Default and Termination:** The following will constitute a breach and material default of this Agreement:

(a) Failure of Donor to timely pay the donation amounts set forth in Section 1, after sixty (60) day advance written notice of default from BH Sports;

(b) Failure of either party to correct, remedy, or cease any default or violation of this agreement; or

(c) The commencement of bankruptcy or insolvency proceedings by or against Donor which has not been dismissed within 90 days of the commencement thereof.

In the event Donor is in breach and material default of this Agreement, including without limitation the obligation to make payments under Section 1, then BH Sports may terminate this Agreement, and avail itself of all rights and remedies under this Agreement or existing in law and in equity.

On termination, for any reason, Donor will also pay to BH Sports the cost of removing Donor's signage and other recognition items. The payment reimbursing BH Sports for its costs and expenses, as identified herein, will be made within thirty (30) days after the date on which BH Sports sends notice to Donor demanding payment. The termination and payment will be the sole remedy to BH Sports for all damages caused by Donor's default of its obligations under this Agreement. Effective on termination, Donor will cease use of any products, advertising or campaigns referencing the Stadium, and Donor shall cease to have any right or responsibilities under this Agreement.

In the event of termination based on the default and material breach of BH Sports, Donor will be entitled to all rights and remedies recognized by law or equity.

4. **Agreement Counterparts:** This Agreement may be simultaneously executed in several

counterparts, each of which will be deemed to be an original having identical legal effect and may be delivered by electronic delivery of a digitized signature or by facsimile.

5. **Amendments:** No addition to, deletion from, or other modification of any of the provisions of this Agreement will be valid unless made in writing and signed by an authorized representative of each of the parties.

6. **Applicable Law; Venue; Miscellaneous Provisions:**

Applicable Law. This Agreement will be construed under the laws of the State of South Dakota, without regard to conflict of law principles.

Legal Venue. The parties agree the legal venue for any action arising out of this Agreement or incident thereto will be proper in a court of competent jurisdiction in Pennington County, South Dakota, and each party waives any objection to such venue.

Venue Management. The Donor acknowledges BH Sports shall manage the venue without input from the Donor, except as to the matters specifically identified in this Agreement. Specifically, BH Sports shall have sole control over events scheduled at the venue without regard to the Donor's preferences. In all cases, BH Sports shall undertake its management responsibilities with diligence and commercially reasonable efforts to operate the venue so as to maximize the exposure of the venue and the Donor to the community.

No Partnership or Joint Venture. Nothing in this Agreement will be construed to create a partnership or joint venture, nor to authorize any party to act as agent for or as a representative of any other party to this Agreement. Each party will be deemed an independent contractor and no party will act as, or hold itself out as acting as, an agent for any other party.

7. **Captions:** The title of the articles, sections, and subsections of this Agreement are for convenience only, and do not define or limit the contents.

8. **Waivers:** Failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver, or deprive that party of the right thereafter to insist upon strict adherence to that term, or any other term of this Agreement.

9. **Cumulative Rights:** All remedies available at law or in equity to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy will not be deemed an election of such remedy to the exclusion of other remedies.

10. **Entire Agreement:** The parties to this Agreement acknowledge it is a negotiated agreement, they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and the terms and conditions of this Agreement are not to be construed against any party on the basis of either party's draftsmanship of this Agreement. This Agreement constitutes the entire agreement among the parties respecting the subject matter hereof, and there are no understandings or agreements among the parties respecting the subject matter hereof, written or oral, other than as set forth in this Agreement.

11. Assignment: BH Sports agrees that Donor may assign its rights and obligations under this Agreement to its subsidiary corporation. Medical Facilities USA (Holdings) Inc. as determined in the sole discretion of Donor.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seal the date and year above written.

BLACK HILLS SPORTS, INC.

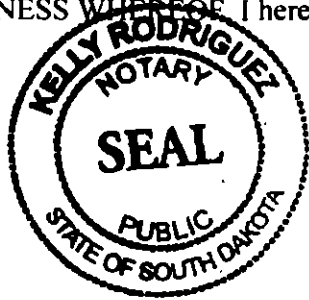
Lyle W. Tolsma
Lyle Tolsma

State of South Dakota)
) ss.
County of Pennington)

On this the 8 day of March, 2021, before me, the undersigned officer personally appeared Lyle Tolsma, who acknowledged himself to be the Lyle Tolsma of BLACK HILLS SPORTS, INC., and that as such Lyle Tolsma, being duly authorized to do so, executed the foregoing for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

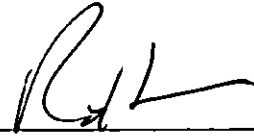
(SEAL)



Kelly Rodriguez
Notary Public
My Commission Expires 9/30/2024

(THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK)

MEDICAL FACILITIES CORPORATION,



Rob Horrar

State of Tennessee)
) ss.
County of Williamson)

On this the 8th day of March, 2021, before me, the undersigned officer personally appeared Rob Horrar, who acknowledged himself to be the Rob Horrar of MEDICAL FACILITIES CORPORATION and that as such Rob Horrar, being duly authorized to do so, executed the foregoing for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)




Sandra Lynn King, Notary Public
My Commission Expires May 23, 2023

EXHIBIT A

Signage and Advertising Rights

- One Outfield Sign.
- One 2" x 2" Full-Page advertisement in Season Program.
- Reference in all promotional matters listing donors to the Stadium including on any plaque or brochures listing donors.

EXHIBIT A

Signage and Advertising Rights

- One Outfield Sign.
- One 2" x 2" Full-Page advertisement in Season Program.
- Reference in all promotional matters listing donors to the Stadium including on any plaque or brochures listing donors.