

KTS STRATEGIES AGREEMENT FOR CONSULTING SERVICES

THIS KTS STRATEGIES AGREEMENT FOR CONSULTING SERVICES (“Agreement”) is entered into as of January 1, 2023, by and between KTS Strategies LLC (“KTS Strategies” we”, or “us”), located at 1100 Peachtree Street NE, Suite 2800, Atlanta, GA 30309-4528 and Greensboro Sports Foundation, located at 2411 West Gate City Boulevard, Greensboro, NC 27403 (“Client” or “you”, and collectively with KTS Strategies, “Parties”), pursuant to which KTS Strategies will perform certain consulting services described below (the “KTS Strategies Services”) on Client’s behalf.

Section 1. Background. KTS Strategies is a consulting firm that is a wholly-owned subsidiary of Kilpatrick Townsend & Stockton LLP (“KTS Legal”), a global law firm. Details of each entity may be found at their respective websites: www.kilpatricktownsend.com and www.ktsstrategies.com.

Section 2. No Legal Services; Scope of Services.

2.1 In undertaking this engagement, you understand and agree that we will be representing you as an entity, rather than representing any of your individual members, officers, or employees. Pursuant to this engagement, KTS Strategies will perform certain KTS Strategies Services on Client’s behalf, which may include, but are not limited to: strategic planning; general advocacy; personal contact with legislative and executive officials; tracking legislative and/or regulatory items of interest and providing status reports; providing testimony at legislative and/or regulatory hearings; and, developing and working with coalitions as directed by you. We will also advise you on principal and lobbying expenditure reporting requirements and provide a complete accounting of all government relations activities and expenditures required to be reported by law. Finally, KTS Strategies will comply with all relevant state and federal lobbying and ethical requirements. The Parties affirm and attest that Client is seeking the aforementioned KTS Strategies Services from KTS Strategies, and KTS Strategies will only perform the KTS Strategies Services set forth above. Such KTS Strategies Services will not include any legal services.

2.2 This Agreement summarizes the sole and exclusive basis under which KTS Strategies has agreed to undertake this representation of you and shall be controlling over all other oral and written agreements between the Parties. Greensboro Sports Foundation affirms and attests that you are KTS Strategies’ sole and exclusive client in the matter for which we are engaged and KTS Strategies’ representation shall solely extend to Greensboro Sports Foundation and continue only for such time as KTS Strategies is actively engaged in representing you as defined herein. Further, Greensboro Sports Foundation understands and agrees that KTS Strategies has not undertaken to represent any parent, subsidiary, affiliate, owner, officer or other entity or individual (collectively, “Related Entities”) of Greensboro Sports Foundation in this or any other matter unless KTS Strategies has been, or is subsequently:

- a. Specifically advised in advance as to the identity of any Related Entities; and,
- b. Affirmatively agrees to undertake representation of any Related Entities in a writing signed by an authorized representative of KTS Strategies.

2.3 This Agreement does not form a client-lawyer relationship between KTS Strategies and you or any Related Entities and the protections of a client-lawyer relationship, including the attorney-client privilege, will not apply to services provided by KTS Strategies. **KTS STRATEGIES WILL MAINTAIN THE CONFIDENTIALITY OF INFORMATION RELATED TO OUR REPRESENTATION OF YOU IN ACCORDANCE WITH COMMERCIALLY REASONABLE STANDARDS.** If you or any Related Entities are in need of legal services, KTS Strategies would be pleased to refer you to a qualified provider, including KTS Legal, based on your specific needs. If you elect to retain KTS Legal to provide any such legal services, and if KTS Legal agrees, any such agreement will be documented in a separate agreement between you and KTS Legal to which KTS Strategies will not be a party.

3. Term of Representation; Termination of Representation. The term of our representation will start on January 1, 2023 and will continue unless cancelled by either of the Parties. Either of the Parties may terminate this representation at any time for any reason. You acknowledge that, unless terminated earlier, this representation will automatically terminate upon KTS Strategies sending Greensboro Sports Foundation our final statement reflecting services or, at any time following the completion of the services set forth herein, when a period of ninety (90) days has passed without KTS Strategies performing, billing and/or receiving payment for any services for you.

4. Fees and Expenses. KTS Strategies will perform the services agreed upon by the Parties and will charge a monthly flat fee of \$10,000 which shall include fees and normal operating expenses in the performance of the above services. You understand and agree that the monthly flat fee is the entire payment for the specified KTS Strategies Services performed by KTS Strategies regardless of the amount of time that it takes to perform the work. The monthly flat fee will be earned immediately upon payment. You will also be responsible for all lobbyist and principal registration fees. If we expect to incur additional reasonable fees and/or expenses (i.e., travel outside of the local area) for services rendered in a given month, we will seek your prior written approval of such fees and expenses, which you agree to pay if approved. KTS Strategies will send a written invoice to you for all fees and expenses on a monthly basis, and you will pay such invoice, if undisputed, within thirty (30) days of receipt of same. Any questions concerning a bill should immediately be directed to Ches McDowell.

4.1 Delinquent Payments. KTS Strategies reserves the right to postpone or defer providing additional services or to discontinue our representation if billed amounts are not paid when due. KTS Strategies will charge a late fee of 1% per month on all sums that are not paid within 30 calendar days after presentation of our invoice. KTS Strategies may also forward to you for direct payment bills for services rendered by third parties. You also agree that you will promptly review KTS Strategies' invoices and raise any questions regarding the amounts and items billed within 30 calendar days of presentation. If any amount payable is required to be collected by or through an attorney-at-law or external collection agency, you will also be responsible for all costs of collection, including reasonable attorneys' fees. In the event that any invoice remains unpaid for more than 60 calendar days, accounts receivable staff will contact you directly regarding the payment or send a written notice of the delinquency, depending on the amount in arrears.

4.2 Payment Procedures. When making payments, please ensure your assigned invoice and matter numbers are provided. This will greatly assist in proper credit allocation to your account.

5. Client Files. Greensboro Sports Foundation agrees that, both during and after the representation, KTS Strategies retains the sole and exclusive discretion to make decisions about the retention or deletion of electronic and hard-copy records concerning the representation in accordance with KTS Strategies' then-applicable retention schedule.

6. No Guarantee of Outcome. KTS Strategies does not and cannot guarantee the outcome or success in any matter.

7. Marketing Referral. Without revealing non-public information regarding KTS Strategies' representation of you, you agree that KTS Strategies has the right, at its own expense, to use your corporate name and logo in printed, online and electronic promotional materials and/or to place advertisements in financial and other newspapers, journals and similar publications describing its services to you hereunder.

8. Applicable Law. This Agreement shall be governed by the internal law, and not the law pertaining to choice or conflict of laws, of the State of North Carolina.

9. Entire Agreement. Except with respect to a separate agreement existing between KTS Legal and you for ongoing legal services, this Agreement supersedes all other prior and contemporaneous written and oral agreements and understandings between us and contains the entire agreement between the Parties. This Agreement may be modified only by subsequent written agreement of the Parties. You acknowledge that no representations have been made to you other than those stated in this Agreement.

10. Partial Invalidity. If any provision or portion of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

11. Dispute Resolution and Arbitration. If you become dissatisfied with any aspect of our relationship, including the quality or adequacy of our representation, you agree to bring that to our attention, and we each agree to negotiate in good faith to resolve the matter. If we cannot reach agreement, we each agree that the dispute will be submitted for mediation under the rules of JAMS. If such mediation fails, and a dispute still exists between us, we each agree that the dispute will be submitted to binding arbitration under the rules of JAMS. In arbitration, there is no right to a trial by jury and the arbitrator's legal and factual determinations are generally not subject to appellate review.

BY SIGNING THIS AGREEMENT BELOW, YOU ACKNOWLEDGE THAT THIS AGREEMENT TO ARBITRATE RESULTS IN A WAIVER OF YOUR RIGHT TO A COURT OR JURY TRIAL FOR ANY DISPUTE REGARDING THIS AGREEMENT. THIS ALSO MEANS THAT YOU ARE GIVING UP YOUR RIGHT TO DISCOVERY AND APPEAL. IF YOU LATER REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO DO SO, YOU MAY BE ORDERED TO ARBITRATE PURSUANT TO THE PROVISIONS OF NORTH CAROLINA LAW. YOU ACKNOWLEDGE THAT BEFORE SIGNING THIS AGREEMENT AND AGREEING TO BINDING ARBITRATION, YOU ARE ENTITLED TO, AND HAVE BEEN GIVEN, A REASONABLE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT COUNSEL.

14. Waiver. No failure or delay by either party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, shall operate as a waiver of any such right, power, or remedy.

15. Notices. Any notice under this Agreement will be in writing and delivered by personal delivery, overnight courier, or certified or registered mail, return receipt requested or email, and will be deemed given upon personal delivery, two (2) days after deposit with overnight courier or five (5) days after deposit in the mail or twenty-four (24) hours after a party receives delivery receipt confirmation. Notices will be sent to KTS Strategies or Client at its address and to the designee set forth in the Agreement or such other address and designee as the Parties may specify in writing pursuant to this Section.

16. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one single agreement between the Parties. The Parties may execute and deliver signatures to this Agreement electronically, including by facsimile or portable document format (PDF) file.

Signatures on following page.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed effective as of the day and year first written above.

KTS Strategies LLC

By: 

Date: 12/5/2022

Greensboro Sports Foundation

By: _____

Date: _____