

8/27/14

**NAMING AND PROMOTIONAL BENEFITS AGREEMENT**

This Agreement made and entered into as of the 29th day of August, 2014.

BETWEEN:

**ROOSEVELT CITY**  
(the "Facility Owner")

and

**CRESCENT POINT ENERGY US CORP.**  
(“Crescent Point”)

WHEREAS the Facility Owner owns **Roosevelt City Aquatic Center** in **Roosevelt, Utah** and known as the **Roosevelt City Aquatic Center** which is used for the purposes, among others, of **Recreation**

AND WHEREAS Crescent Point desires to obtain the right to name the **outdoor portion of the new Roosevelt City Aquatic Center** and to obtain other promotional benefits in connection with it from the Facility Owner, as herein provided;

NOW THEREFORE in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Facility Owner and Crescent Point hereby agree as follows:

Article I  
**DEFINITIONS**

**1.1 Definitions**

As used in this Agreement, the following words and terms shall have the following meanings:

- (a) **“Agreement”** means this Naming and Promotional Benefits Agreement and all Schedules hereto, as amended from time to time;
- (b) **“Contract Term”** means the full length and duration of this Agreement which shall commence on and as of the date hereof and expire on September 1st, 2024 unless extended or sooner terminated as provided herein;
- (c) **“Roosevelt City Aquatic Center Outdoor Area”** means all of the various areas and components comprising the **outdoor portion of the Aquatic Center** and as of the date of this Agreement is known as the **Crescent Point Splash Pad**;
- (d) **“Parties”** means, collectively, the Facility Owner and Crescent Point, and **“Party”** means any one of them as the context requires; and
- (e) **“Signage”** means any pictorial or electronic device affixed to a building, structure or land and which identifies or advertises Crescent Point in such a way as to be visible to the public.

Article II  
**NAMING AND PROMOTIONAL RIGHTS**

**2.1 Naming Exclusivity**

During the Contract Term, Crescent Point shall have exclusive naming rights with respect to the **Outdoor area of the Aquatic Center**, which shall be called the "**Crescent Point Splash Pad**".

**2.2 Use of Name and Logo**

During the Contract Term, all references to the **Roosevelt City Aquatic Center Outdoor Area** made by the Facility Owner or Crescent Point shall refer to the Crescent Point **Splash Pad** including the full and complete name and any distinctive logotype and symbol that is developed and used for Crescent Point **Splash Pad** as requested by Crescent Point from time to time (the "**Logo**"), in all publications and communications, unless it is not reasonably possible to do so. Any Logo shall be designed, developed and created by Crescent Point at its own cost.

**2.3 Signage**

The Parties will agree on the terms and conditions related to any Signage to be used in for or in connection with the Crescent Point **Splash Pad**. If either Party wishes change or modify the location or appearance of any Signage, other than as a result of termination or expiry of this Agreement, such Party shall provide the other Party with written notice of its requested changes. Upon mutual agreement of the Parties, the Facility Owner shall thereafter incorporate such changes or modifications to the extent it is practical to do so; provided, however, the Party requesting the change shall be responsible for all expenses incurred in connection with the modification, replacement, relocation or reproduction of any Signage.

**2.4 Ownership of Logo, Complex Name and Signage**

- (a) During the Contract Term, Crescent Point hereby licenses to the Facility Owner and the Operations Committee the non-exclusive right to use the name "**Crescent Point Splash Pad**" for the purposes of using the Logo, the "**Crescent Point Splash Pad**" name, and all Signage in and in connection with all advertising, promotion and exploitation of the **Crescent Point Splash Pad** as contemplated in this Agreement.
- (b) The Parties hereby agree that Crescent Point shall own all right, title and interest, including, without limitation, all copyright, trademark rights, trade name rights and all other intellectual property rights, in and to the "**Crescent Point Splash Pad**" name, the Logo, all Signage, and any and all designs, drafts and/or other materials prepared in connection with the foregoing.
- (c) The Facility Owner shall not use the Logo or the "**Crescent Point Splash Pad**" name in any manner that would reasonably be construed to be derogatory or deleterious to Crescent Point and further agrees that it shall not make any statement or commit any action that is inconsistent with the corporate mission and/or mandate of Crescent Point as such corporate mission and mandate are known by the Facility Owner or generally known by the public.

**2.5 Promotion by Crescent Point**

Crescent Point may promote events to be held at the Crescent Point **Splash Pad** through posters and other media, on websites of Crescent Point and through other advertising in consultation with the Facility Owner management. Crescent Point may otherwise reference the Crescent Point **Splash Pad** on its websites and in publications without consulting with the Facility Owner.

## 2.6 Crescent Point Promotional Materials

- (a) Crescent Point shall be provided with the opportunity to include inserts describing its and its affiliates' respective business and services in any Facility Owner mail packages that relate to the Crescent Point **Splash Pad** in the mail-outs that the Facility Owner makes to donors/subscribers and to community groups in regard to the Crescent Point **Splash Pad**.
- (b) Crescent Point shall have the option, at its own expense, to provide promotional items for display and use at the Crescent Point **Splash Pad**.

## 2.7 Cooperation

The Parties will consult with each other from time to time with respect to the use of the "Crescent Point Splash Pad" name and Logo, and they will work cooperatively with each other to support the purposes of this Agreement.

### Article III COMPENSATION

#### 3.1 Consideration

For and in consideration of all rights and benefits granted to Crescent Point herein, Crescent Point has paid or shall pay the Facility Owner the sum of Two Hundred and Fifty Thousand Dollars (US\$●) (the "**Payment Amount**") as follows:

- (a) The sum of \$250,000 upon execution of this Agreement;

### Article IV LIMITATION OF LIABILITY AND INDEMNIFICATION

#### 4.1 Limitation of Liability and Indemnity by Facility Owner

Crescent Point, its affiliates and their respective directors, officers, agents, servants and employees will have no liability to any person or entity for any and all claims, demands, actions, losses, costs, damages or injuries to persons (including injury resulting in death) or property howsoever caused, in any manner arising out of or incidental to any events, programs or activities held at the Crescent Point **Splash Pad** save and except for claims, demands, actions, losses, costs, damages and expenses arising from the negligence or wilful misconduct of Crescent Point or persons for whom Crescent Point is at law responsible. The Facility Owner agrees to indemnify, defend and hold harmless Crescent Point for any claims, demands, actions, losses, costs, damages or injuries to persons (including injury resulting in death) or property howsoever caused, in any manner arising out of or incidental to any events, programs or activities held at the Crescent Point **Splash Pad**

### Article V TERMINATION & RENEWAL

#### 5.1 Termination

A Party may terminate this Agreement prior to the end of the Contract Term only pursuant to an express termination right available to such Party under the terms and conditions of this Agreement, and such termination shall be effected by written notice given by the terminating Party to the other Party. Such termination shall be effective seven days after the effective date of such notice, as determined by Section 6.1(b), or such later date as is specified in such notice (the "**Termination Date**").

## 5.2 Compensation Adjustment

Upon termination of this Agreement for any reason pursuant to the terms of this Agreement the Facility Owner shall refund to Crescent Point a pro rata portion of the Payment Amount based on the remaining number of days in the Contract Term and the total number of days in the Contract Term.

## 5.3 Marketing Naming Rights and Right of Renewal

So long as this Agreement has not been terminated as provided herein, the Facility Owner shall not market, in any manner, directly or indirectly, the naming rights to Crescent Point **Splash Pad** during the Contract Term. On or before the date that is 90 days before the end of the Contract Term, the Facility Owner shall contact Crescent Point in writing (the "**Renewal Notice**") to determine if Crescent Point is interested in renewing this Agreement. If Crescent Point is so interested, as indicated by Crescent Point providing written notice to the Facility Owner to that effect within 30 days of receipt of the Renewal Notice, the Facility Owner and Crescent Point shall renew this Agreement for an additional period of • years on substantially the same terms and conditions as set out herein, with appropriate amendments to take into account the renewal term.

## Article VI MATERIAL BREACH

### 6.1 Material Breach

- (a) For the purposes of this Article VI, a "**material breach**" means a significant violation of a term of this Agreement as determined by an independent arbitrator appointed by the Parties at the request of the Party seeking a determination with respect to the same. The Parties agree that the ruling of the arbitrator as to what constitutes a material breach shall be final and not subject to any further appeal, that there shall be a single arbitrator appointed by mutual agreement of the Parties (or by a Court having jurisdiction if the Parties are unable to agree), the arbitration will be conducted in English.
- (b) In the event that the Facility Owner commits a material breach of this Agreement, as determined by an independent arbitrator, Crescent Point shall have the right, exercisable no earlier than 30 days following the receipt of notice from the Facility Owner of the occurrence of the event described in this Section 6.1(b), or failing notice as required, Crescent Point shall have the right, exercisable immediately, upon learning of the occurrence of an event described in this Section 6.1(b), and immediately upon determination of a material breach by an independent arbitrator, to terminate this Agreement.
- (c) If Crescent Point does not exercise its right to terminate this Agreement as set forth in Section 6.1(b) within 120 days after Crescent Point may exercise the right to terminate this Agreement pursuant to the occurrence of the events described in this Section, this Agreement shall continue and no compensation adjustment in accordance with Section 5.2 shall be paid to Crescent Point.

### 6.2 Signage Removal

Upon termination of this Agreement, the Party in breach shall pay the cost of removing all Signage and other references to Crescent Point for the Crescent Point **Splash Pad** or elsewhere.

Article VII  
**GENERAL PROVISIONS**

**7.1 Notice**

All notices, demands, requests, elections or other communication (collectively, "**notices**") required or permitted to be given by either Party to the other pursuant to the provisions hereof shall be in writing and shall be personally delivered, transmitted by first-class registered or certified mail, postage prepaid, return receipt requested or by prepaid overnight private courier service, or transmitted by e-mail, addressed as follows:

The Facility Owner:

Roosevelt City  
255 South State Street  
Roosevelt, UT 84066  
e-mail: jjohnson@rooseveltcity.com

Crescent Point:

Crescent Point Energy US Corp.  
Suite 1800, 555 17<sup>th</sup> Street  
Denver, CO 80202  
e-mail: apalmiere@crescentpointenergy.com

Personally delivered notices shall be effective upon receipt; mailed notices shall be effective on the earlier of four days after first being postmarked or such earlier date on which they are actually received or on which acceptance of delivery thereof is refused; notices transmitted by courier shall be effective on the date they are actually delivered or on the date acceptance of delivery thereof is refused; and notices transmitted by e-mail shall be effective on the same business day as such notice is sent, or if such notice is not delivered on a business day during normal business hours, on the next business day following transmittal thereof. The Parties and any other person entitled to receive notices or copies thereof shall be entitled to change the address to which the same shall be delivered or mailed by giving notice of such change of address in the manner provided for the giving of other notices.

**7.2 Capacity**

Each of the Parties warrants and represents that it is fully authorized to enter into this Agreement and the transactions contemplated hereby and that the execution and performance of this Agreement and the provisions hereof do not and will not constitute any breach of or default under this or with respect to any other agreement, indenture, undertaking or obligation by which such Party or any of its assets are bound.

**7.3 Enurement; Entire Agreement; Amendment; Assignment**

- (a) This Agreement, and each and every provision contained herein, shall be binding upon, shall enure to the benefit of and shall be enforceable by and against the Parties and their respective successors, successors in interest and permitted assigns.
- (b) This Agreement supersedes in all respects all prior and contemporaneous oral negotiations and agreements, and all prior written agreements between the Parties with respect to the subject matter hereof, including, without limitation, any letter or memorandum of understanding between the Parties.

- (c) This Agreement shall not be amended, modified, supplemented or altered except by a written instrument executed by the parties sought to be bound by such amendment, modification, supplement or alteration.
- (d) This Agreement and the rights and obligations of each Party hereunder may not be assigned for any reason whatsoever without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. Crescent Point may, on notice to the Facility Owner, assign or transfer all (but not less than all) of Crescent Point's rights, interests and duties in this Agreement: (i) to an affiliate of Crescent Point, (ii) to a purchaser of all or substantially all of Crescent Point's business or assets, (iii) to a successor in interest of Crescent Point or any Crescent Point affiliate, or (iv) as part of a corporate reorganization, amalgamation, consolidation or merger.

**7.4 Governing Law**

This Agreement shall be construed, interpreted and enforced in accordance with the substantive laws of the State of Utah and the federal laws of USA applicable therein without giving effect to principles of conflicts of laws.

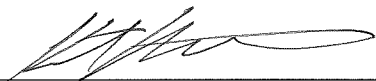
IN WITNESS WHEREOF the Parties have entered into this Agreement effective as of the day and year first written above.

**[FULL LEGAL NAME OF FACILITY OWNER]**

Per:           *Vaun D. Ryan, Mayor*            
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

**CRESCENT POINT ENERGY US CORP.**

Per:                       
Name: *Kent Mitchell*  
Title: *President*