EMERGENCY MEDICAL SERVICES AUTHORITY

MEMORANDUM

Date: July 9, 2026

To: EMSA Board of Trustees, Johna Easley, President & CEO

From: Adam Paluka, EMSA Chief Public Affairs Officer

Subject: Oklahoma City Thunder Community Engagement Partnership Agreement

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EMSA is requesting Board approval of a two-year Partnership Agreement with the Oklahoma City Thunder totaling **$406,000;** $200,000 for the 2026-27 NBA season and $206,000 for the 2027-28 NBA season. This community education initiative will leverage EMSA's 50 years of service and the reach of one of Oklahoma's most recognizable brands to deliver health, safety, and wellness education while increasing visibility of EMSA's mission, team members, and value to the communities EMSA serves. This partnership provides EMSA with a unique platform to deliver community education and strengthen community engagement.

Key Partnership Elements

- **Tulsa and Oklahoma City Activations** – Community engagement opportunities in both EMSA divisions, including activities connected to a Tulsa preseason game.
- **Regular Season Safety Messaging** – EMSA-branded postgame safety announcements and videoboard messages at every Thunder home game, delivering safe driving and impaired driving prevention messages to approximately 765,000 fans annually.
- **Thunder Rookies Club Integration** – EMSA-branded educational content will also be integrated into the youth section of the Thunder's mobile app, reaching approximately 5,000 active monthly users with interactive activities related to health, safety, and injury prevention. Time specific health, safety, and preparedness information will also be communicated through the Thunder app.
- **Social Media Features and Thunder Hosted Reunions** – Opportunities to recognize EMSA team members and share EMSA patient reunion stories through Thunder-hosted events and the Thunder's team social media channels.

Funding for the first year of this agreement was included in the FY2027 budget.

In accordance with EMSA Purchasing Policy A3, Section C, all purchases exceeding $100,000 must be approved by the EMSA Board of Trustees approval. As such, EMSA requests Board approval to execute this Community Engagement Partnership Agreement with the Oklahoma City Thunder.

PARTNERSHIP AGREEMENT
EMERGENCY MEDICAL SERVICES AUTHORITY

This PARTNERSHIP AGREEMENT (this "Agreement") is made and entered into effective as of the 15th day of May 2026 (the "Effective Date"), by and between THE PROFESSIONAL BASKETBALL CLUB, LLC, an Oklahoma limited liability company ("Club") and EMERGENCY MEDICAL SERVICES AUTHORITY, an Oklahoma public trust ("Sponsor").

RECITALS

WHEREAS, Club is the owner and operator of the Oklahoma City Thunder, a men's professional basketball team (the "Team"), which is a member of the National Basketball Association (the "NBA") and, pursuant to NBA rules and regulations, Club has the right to sell and grant partnership and advertising opportunities, rights and benefits relating to the Team;

WHEREAS, the Team plays its home games at a multipurpose entertainment and sports event center in Oklahoma City, Oklahoma and currently known as Paycom Center (the "Arena");

WHEREAS, Club entered into that certain Arena Use License Agreement, dated as of April 15, 2008 (the "Arena Lease"), with the City of Oklahoma City (the "City"), Oklahoma City Public Property Authority (the "Trust") and ASM Global (the "Arena Operator"), pursuant to which, among other things, Club is granted certain rights to sell and grant advertising opportunities, rights and benefits at the Arena; and

WHEREAS, subject to the terms and conditions set forth in this Agreement, Sponsor desires to obtain and acquire from Club, and Club desires to provide to Sponsor, certain partnership and advertising rights relating to the Team (as specifically described in this Agreement).

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. DEFINITIONS.

1.1. Definitions. For purposes of this Agreement, all capitalized terms used in this Agreement shall have the meanings specified in Exhibit A attached hereto.

2. PARTNERSHIP BENEFITS.

2.1. Partnership Rights and Obligations. With respect to each Annual Period during the Term of this Agreement:

2.1.1. Club shall provide (or cause to be provided) to Partner all of the partnership and advertising opportunities, rights and benefits relating to the Team and/or the Arena described on Exhibit B attached hereto (collectively referred to herein as the "Partnership Benefits" and individually as a "Partnership Benefit").

2.1.2. In addition to any other obligations of Partner set forth in this Agreement, Partner shall perform all obligations described on Exhibit B.

2.2. Non-Disparagement. Club and Partner covenant and agree that they will not disparage, create false or unfavorable impressions or otherwise put in a false or bad light the other party, the Team or

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any of the Partnership Benefits or the obligations of either party provided for in this Agreement, whether with respect to such party's reputation, services, conduct, practices, owners, employees, financial condition or otherwise, nor shall Club or Partner cause any other person or entity to do so.

3. PARTNERSHIP FEES.

3.1. Partnership Fees; Payment Schedule. In consideration for the rights and benefits granted to Partner in this Agreement, Partner shall pay to Club or its designees the applicable Partnership fee for each Annual Period described on Exhibit C attached hereto (as applicable, the "Partnership Fee"). The applicable Partnership Fee for each Annual Period shall be paid by Partner to Club or its designees in the installment amounts and on or prior to the dates indicated on Exhibit C.

3.2. Late Payment Interest. Delinquent payments of any installment of the Partnership Fee are subject to a late payment charge equal to the lower of one and one half percent (1.5%) per month, or portion thereof, or the maximum amount allowed by law. Further, Partner agrees to reimburse Club for reasonable attorneys' fees and any other costs associated with collecting delinquent payments and accrued interest.

3.3. Number of Events. Partner hereby acknowledges and agrees that Club has made no representation regarding the number of Team games and/or other events that may be held at the Arena during the Term or any applicable Annual Period and, except as provided in Section 9, Partner shall not be entitled to any refund of the Partnership Fee (in whole or in part) if scheduled Team games or other Arena events (i) do not occur, (ii) are canceled, (iii) actually held at the Arena during the Term or any applicable Annual Period are less than the number of Team games or other Arena events anticipated by Partner.

3.4. Costs and Expenses. Unless otherwise set forth on Exhibit B or elsewhere herein, all initial costs and expenses of providing the Partnership Benefits shall be borne by Partner. Notwithstanding anything to the contrary in this Agreement, Club shall be solely responsible for all costs resulting from changes in technology or the manner in which Club generally provides a PartnershipBenefit (for example, replacement of the Arena's scoreboard or other change in technology at the Arena), and Partner shall not incur any cost or expense as a result of any such change.

4. TERM OF AGREEMENT.

4.1. Term. Subject to any early termination permitted under this Agreement the term of this Agreement shall commence on the Effective Date and shall end on June 30, 2028 (the "Term").

4.2. Termination by Club. Club may terminate this Agreement without prior notice under any of the following circumstances:

4.2.1. Partner fails to cure any payment default (including Club's right to interest on any sum of money that has not been paid when due) under this Agreement within ten (10) days of receipt of written notice from Club;

4.2.2. if Partner or its parent becomes insolvent, or is otherwise unable to pay debts as they mature, or is the subject of a voluntary or involuntary petition in bankruptcy or any other proceeding under bankruptcy, insolvency or similar laws, or Partner or its parent makes an assignment for the benefit of creditors, or is named in, or its property is subject to, a suit for the appointment of a receiver, or Partner or its parent is dissolved or liquidated; or

4.2.3. the failure by Partner to perform, or the violation of, any other material term or condition of this Agreement where such default or deficiency in performance has not been cured as provided in this Agreement.

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Upon the termination of this Agreement by Club pursuant to this Section 4.2, Club shall not be required to refund all or any portion of the Partnership Fee or provide any other type of remedy to Partner. In addition, Partner shall pay to Club any and all costs incurred by the Club prior to the date of termination, including costs incurred for signage produced but not yet displayed for print, television or radio advertisements that may have been placed but not yet run and costs incurred for Materials that have already been produced but not distributed.

4.3. Termination by Partner. Partner may terminate this Agreement without prior notice under any of the following circumstances:

4.3.1. if Club becomes insolvent, or is otherwise unable to pay debts as they mature, or is the subject of a voluntary or involuntary petition in bankruptcy or any other proceeding under bankruptcy, insolvency or similar laws, or Club makes an assignment for the benefit of creditors, or is named in, or its property is subject to, a suit for the appointment of a receiver, or Club is dissolved or liquidated; or

4.3.2. the failure by Club to perform, or the violation of, any other material term or condition of this Agreement where such default or deficiency in performance has not been cured as provided in this Agreement.

Upon the termination of this Agreement by Partner pursuant to this Section 4.3, Partner shall be entitled to an equitable adjustment to (and, if applicable, a partial refund of) the Partnership Fee to recognize the value of any Partnership Benefits that are not fully implemented due to such termination.

4.4. Termination Due to Other Events. The parties acknowledge that the advertising opportunities and other Partnership Benefits granted to Partner under this Agreement are subject to and derivative of the rights granted to Club under the Arena Lease and the rights granted to Club under the Media Agreements. Accordingly, Club shall have the right to terminate this Agreement, or its obligation to provide any specific Partnership Benefit, upon written notice to Partner after any of the following events:

4.4.1. The termination of the Arena Lease or the rights granted to Club thereunder prior to the end of the Term; or

4.4.2. The termination of any of the Media Agreements or the rights granted to Club thereunder prior to the end of the Term.

Upon the full or partial termination of this Agreement by Club pursuant to this Section 4.4, Partner shall be entitled to an equitable adjustment to (and, if applicable, a partial refund of) the Partnership Fee to recognize the value of any Partnership Benefits that are not fully implemented due to such termination.

4.5. Notice; Opportunity to Cure. In the event either party fails to perform any obligation hereunder, other than the specific acts set forth in Section 3.1 of this Agreement, the other party shall notify such party of such failure and, except where impractical, shall provide the other party a reasonable period to correct, remedy or cease such failure, which period shall not exceed fifteen (15) days after the date of notice unless the nature of the notified party's obligation is such that more than fifteen (15) days is necessary for performance, in which event such performance shall commence during the fifteen (15) day period and continue to be diligently pursued thereafter; provided, however, that this provision shall not be applicable to the duty of Partner to make all Partnership Fee payments to Club on or before the date upon which they are due to avoid liability for interest on such delinquent payments.

5. TRADEMARK RIGHTS.

5.1. Trademark License to Club. Partner grants to Club a limited, nonexclusive, nontransferable license to use Partner's trademarks, service marks, trade names, logos, color combinations,

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insignias and other appropriate marks and slogans (collectively, "Partner Marks") in connection with the Partnership Benefits provided hereunder; provided that each such use must be approved in advance by Partner as provided in this Agreement. Except as expressly provided herein, no right, property, license, permission or interest of any kind in or to the Partner Marks is intended to be given or transferred to or acquired by Club by the execution, performance or non-performance of this Agreement. Club understands, acknowledges and agrees that the Partner Marks are the property of Partner and its parent, subsidiaries and affiliates, and Club agrees that Club shall not in any way contest or deny the validity of the Partner Marks, or the right or title of Partner or its parent, subsidiaries or affiliates in or to the Partner Marks, and Club will not encourage or assist others directly or indirectly to do so, during the Term or at any time thereafter. Upon the expiration or earlier termination of this Agreement, Club shall immediately terminate all use of the Partner Marks in every manner whatsoever.

5.2. Trademark License to Partner. Club hereby grants to Partner a limited, nonexclusive, nontransferable license to use the Team Marks within the Oklahoma City Territory solely in connection with the Partnership Benefits; provided that each such use (specifically including use in any designation of Partner as a partner or sponsor of the Club) must be approved in advance by Club as provided in this Agreement. Except as expressly provided herein, no right, property, license, permission or interest of any kind in or to the Team Marks is intended to be given or transferred to or acquired by Partner by the execution, performance or non-performance of this Agreement. Partner understands, acknowledges and agrees that the Team Marks are the property of Club, the NBA and their respective affiliates, and Partner agrees that it shall in no way contest or deny the validity of the Team Marks, or the right or title of Club, the NBA or their respective affiliates in or to the Team Marks, and Partner will not encourage or assist others directly or indirectly to do so, during the Term or at any time thereafter. Upon the expiration or earlier termination of this Agreement, Partner shall immediately terminate all use of the Team Marks in every manner whatsoever.

5.3. Restrictions of License. Partner recognizes the significant value of the goodwill associated with the Team Marks and acknowledges that the goodwill associated thereto belongs to Club and that such Team Marks have secondary meaning in the minds of the public. Partner shall not, during the Term or otherwise, take any action or fail to take any action that would have a materially adverse effect on the Team Marks or the rights of Club in and to the Team Marks.

5.4. No License of NBA IP. It is expressly acknowledged by Partner that nothing herein grants Partner a license or right to use any NBA IP.

6. APPROVALS.

6.1. Prior Approval. Prior to either party's printing, publication, broadcast or exploitation of any kind of any of the Partnership Benefits or any advertising, promotional or other marketing materials associated therewith ("Materials"), such party shall submit to the other party for its prior written consent a description, depiction or samples of such Materials, including signage, television or radio commercials, print advertising, photographs, point of purchase, or any other Materials. The party receiving Materials for approval shall review all such Materials for the presence, prominence and use of the Partner Marks and Team Marks, respectively, as well as the nature and content of such Materials. Each party agrees that it shall act in a timely manner in determining whether or not the consent required will be granted.

6.2. Delay of Consent. Any consent or approval requested by a party under or in connection with this Agreement (including approvals of Materials) shall not be unreasonably withheld, conditioned or delayed by the party from which the consent or approval is requested. Delays in Club's consent to or approval of a matter (including approval of Materials) shall not be unreasonable solely because of delays of the NBA in giving its approval to such matter, if NBA approval thereof is required under NBA rules or regulations.

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7. REPRESENTATIONS AND WARRANTIES.

7.1. Representations and Warranties of Partner. Partner represents and warrants to Club that: (i) it is authorized to enter into and fully perform its obligations under this Agreement and that it has full power and authority to enter into this Agreement and any other document or agreement executed and delivered by Partner in connection with this Agreement ("Partner's Related Agreements"); (ii) it shall perform its obligations under this Agreement and Partner's Related Agreements in accordance with applicable laws and regulations; and (iii) none of the Partner Marks infringes any trademark, right of privacy or any other statutory or common law right of any third party if used as approved by Partner, and there is no action, suit, proceeding, or material claim pending or, to Partner's knowledge, threatened, with respect to the Partner Marks.

7.2. Representations and Warranties of Club. Club represents and warrants to Partner that: (i) it is authorized to enter into and fully perform its obligations under this Agreement and any document or agreement executed and delivered in connection with this Agreement ("Club's Related Agreements"), and that it has full power and authority to enter into this Agreement and Club's Related Agreements; (ii) it has or at all relevant times will have all right, title and interest in and to the Team, and all other rights, permits, licenses, consents and approvals, necessary to provide Partner with the Partnership Benefits in the manner required by this Agreement; and (iii) it shall perform its obligations under this Agreement in accordance with applicable laws and regulations.

7.3. Performance of Obligations. Each party shall perform its obligations under this Agreement in accordance and compliance with all applicable laws and regulations.

8. **INDEMNIFICATION**.

8.1. Partner Indemnity.

8.1.1. Partner shall, to the extent allowed by Oklahoma law, indemnify, defend and hold harmless Club, and each of Club's parent companies, subsidiaries and affiliates, and their respective employees, agents, officers, directors, shareholders, members, managers, partners, representatives, successors, and assigns, from and against any and all claims (including third party claims), demands, damages, costs, liabilities, litigation, losses and expenses ("Claims and Liabilities"), including reasonable fees and costs of attorneys and experts, directly or indirectly arising in connection with (a) Partner's breach of any of its representations, warranties, covenants or agreements set forth in this Agreement or in any of Partner's Related Agreements, (b) acts, omissions or willful misconduct of Partner or its employees, servants or agents, (c) any Materials supplied or provided by Partner to Club in connection with this Agreement (whether or not displayed or distributed within the Arena), (d) claims, including personal injury and property damage, in any manner arising from Partner's performance of its Partnership Benefits or obligations under this Agreement, or (e) any personal injury or property damage in connection with or in any manner arising from Partner's use of the Team Marks as provided under this Agreement, including, without limitation, during promotions held by Partner, except for and to the extent such loss or damage was caused by the willful misconduct or negligence of Club. Partner's indemnity under this paragraph shall apply to claims by television and radio stations and cable systems conveying any of the telecasts and/or broadcasts hereunder.

8.1.2. Partner shall, to the extent allowed by Oklahoma law, indemnify, defend and hold harmless Arena Operator, the City, the Trust, and each of their parent companies, subsidiaries and affiliates, and their respective employees, agents, officers, directors, shareholders, members, managers, partners, representatives, successors, and assigns, from and against any and all Claims and Liabilities, including reasonable fees and costs of attorneys and experts, directly or indirectly arising in connection with any Materials supplied or provided by Partner to Club in connection with this Agreement to be displayed within or relating to the Arena, including all claims alleging or

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asserting (a) any infringement of any copyright, trademark or service mark, (b) any invasion or violation of any privacy right, (c) any libel, slander or other form of defamation, or (d) any violation of law.

8.2. Club Indemnity. Club shall indemnify, defend and hold harmless Partner, and each of Partner's parent companies, subsidiaries and affiliates, and all their employees, agents, officers, directors, shareholders, members, managers, partners, representatives, successors, and assigns, from and against any and all Claims and Liabilities, including reasonable fees and costs of attorneys and experts, directly or indirectly arising in connection with (a) Club's breach of any of its representations, warranties, covenants or agreements set forth in this Agreement or in any of Club's Related Agreements, (b) acts, omissions or willful misconduct of Club or its employees, servants, or agents, (c) any Materials supplied or provided by Club to Partner in connection with this Agreement, or (d) personal injury and property damage claims in any manner arising from Club's performance of its obligations under this Agreement, except for and to the extent such loss or damage was caused by the willful misconduct or negligence of Partner.

8.3. Notice of Claim. Either party seeking indemnification under this Agreement ("Indemnified Party") shall give written notice to the party required to provide indemnification hereunder ("Indemnifying Party"), and upon receipt of such written notice the Indemnifying Party shall promptly assume (and shall have the right to control) and diligently pay for the entire defense of any suit or action, or the making of any claim as to which indemnity may be sought hereunder, including settlements and appeals, with counsel selected by the Indemnifying Party, and approved by the Indemnified Party, at the Indemnifying Party's sole cost and expense, and the Indemnifying Party shall pay and discharge any and all settlement amounts, judgments or decrees which may be rendered, subject to Section 8.4 below.

8.4. Preservation of Rights. Neither the Indemnifying Party nor the Indemnified Party shall, except with the consent of the other, consent to entry of any judgment or administrative order or enter into any settlement that (a) could affect the intellectual property rights or other business interest of the other party; or (b) does not include as an unconditional term thereof a release of the Indemnified Party from all liability with respect to such claim or litigation.

8.5. Disputed Claims. If the Indemnifying Party does not accept the defense of any matter as above provided, the Indemnified Party shall have the full right to defend against any such claim or demand, and shall be entitled to settle or agree to pay in full such claim or demand, in its sole discretion without releasing any obligation or liability of the Indemnifying Party.

8.6. Limitations on Liability. Except for liabilities or damages caused by fraud, gross negligence or intentional breach of this Agreement, in no event shall either party be liable to the other party for any special or consequential damages or for loss of profits arising out of or in connection with either party's obligations under this Agreement.

9. **FORCE MAJEURE.** If either party is prevented or delayed in the performance of any of its obligations under this Agreement, other than the payment of money, due to a Force Majeure Event, then its performance hereunder shall be excused for the period of delay. If for any reason, including a Force Majeure Event, the Team fails to play more than fifteen (15) Team Regular Season Home Games at the Arena during any Annual Period, then Club shall first attempt to provide Partner an adequate substitute benefit or benefits, at no additional cost to Partner. If adequate substitute benefits are not available, Club shall make an equitable adjustment to (and, if applicable, partial refund of) the Partnership Fee to recognize the value of any elements of the Partnership Benefits that are not provided. The remedies provided in this Section 9 shall be Partner's exclusive remedies in the event of Club's failure to perform due to a Force Majeure Event.

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10. CONFIDENTIALITY. The parties acknowledge and agree that each may disclose to the other certain Confidential Information. The parties agree that all such Confidential Information shall remain the sole property of the disclosing party and that each shall maintain the confidentiality of such Confidential Information using the same degree of care it uses for its own confidential and/or proprietary information and not to disclose any such Confidential Information to any other person or entity without the prior written consent of the disclosing party. Notwithstanding the foregoing, Club acknowledges that Partner is a public body as defined in the Oklahoma Open Records Act, Okla. Stat. tit. 51 § 24A.1 *et seq*. ("ORA") and subject to the disclosure requirements of the ORA, and the definition of Confidential Information shall not include documents or records that are subject to disclosure pursuant to the ORA. Notwithstanding the foregoing, a party may disclose Confidential Information as required by applicable law or regulation, provided that it gives the other party reasonable written notice of the requirement to permit it to assert whatever exclusions or exemptions may be available to it under such law or regulation.

11. MISCELLANEOUS.

11.1. Acknowledgment. Partner acknowledges and agrees that this Agreement constitutes an agreement by and between Partner and Club, that Arena Operator, the City and the Trust are not parties to this Agreement, and that none of Arena Operator, the City or the Trust shall have any duty, responsibility, obligation or liability to Partner with respect to this Agreement.

11.2. Assignment. This Agreement is binding upon and for the benefit of the parties, and where indicated is also for the express benefit of the Arena Operator, the City, and the Trust (including without limitation Section 8.1.2), and each of their successors and permitted assigns. Partner may assign its rights and obligations under this Agreement only with the prior written consent of Club. Club shall be entitled to assign its rights and obligations under this Agreement and any payments receivable by Club under this Agreement, without the consent of Partner to any successor to Club which (a) is recognized by the NBA as the successor owner of the Team franchise, and (b) agrees to assume the obligations of Club under this Agreement.

11.3. Trademarks, Trade Names, Logos. Except as expressly provided in this Agreement, no Proprietary Rights are conveyed by this Agreement. Each party reserves the right to approve in advance the use of its Proprietary Rights by the other party in every instance. All Proprietary Rights owned by either party shall remain the exclusive property of such party and shall be returned to such party promptly after the termination of this Agreement.

11.4. NBA Authority. This Agreement is subject to the Constitution and By-Laws and all rules, regulations and agreements of the NBA and its affiliated entities as they presently exist or as they may, from time to time, be entered into, amended, or adopted.

11.5. Rights of Club. Notwithstanding anything in this Agreement to the contrary, Club reserves the right to refuse to broadcast or display any promotional material or advertisement or announcements or portions thereof, or to cause to be interrupted any of the same while in progress, if Club reasonably and in good faith determines that the same is of substandard technical quality or not in conformity with generally accepted standards of good taste in the community; provided, however, that in any such event, Club shall notify Partner within a reasonable period of time stating the reason for such a refusal, interruption, or cessation.

11.6. Offset. Club may, in its sole discretion, offset any amounts owed by Club to Partner under this Agreement against any amounts owed by Partner to Club hereunder.

11.7. Governmental Regulations. This Agreement is subject to the terms of licenses held by radio and television broadcasters of the Team basketball games and other Team related broadcasts, and to

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applicable federal state and municipal laws, regulations and decisions either presently in existence or hereafter enacted, made or enforced, including regulations and actions of governmental administrative agencies and commissions.

11.8. Governing Law. This Agreement, and all matters relating hereto, shall be governed by the internal laws of the State of Oklahoma.

11.9. Arbitration. Any controversies or claims between the parties, including controversies or claims arising out of or relating to this Agreement, shall be fully and finally settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect or such other arbitration service as may be agreed by the parties (the "Arbitration Rules"), conducted by one arbitrator either mutually agreed upon by the parties or chosen in accordance with the Arbitration Rules, except that the parties shall have any right to discovery as would be permitted by the Federal Rules of Civil Procedure for a period of ninety (90) days following the commencement of such arbitration and the arbitrator shall resolve any dispute which arises in connection with such discovery. Partner agrees to submit any controversies or claims between the parties, including controversies or claims arising out of or relating to this Agreement, to binding arbitration in good faith on an individual basis, and not as a plaintiff or class member in any purported class or representative proceeding. The prevailing party shall be entitled to costs, expenses and reasonable attorneys' fees, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any arbitration conducted pursuant to this provision shall take place in Oklahoma City, Oklahoma.

11.10. Non-Exclusion. Except as specifically set forth herein, the remedies provided in this Agreement shall be cumulative with, and not to the exclusion of, any other right or remedy provided for in this Agreement or otherwise available to the parties in equity or law.

11.11. Entire Agreement. This Agreement is the final, complete and exclusive statement and expression of the agreement among the parties hereto with relation to the subject matter of this Agreement. This Agreement supersedes all prior oral or written representations, understandings, or agreements (including, if applicable, the letter of agreement executed by the parties) and cannot be varied, contradicted or supplemented by evidence of any prior or contemporaneous discussions, correspondence, or oral or written agreement of any kind.

11.12. Amendments. This Agreement may not be modified or amended except by written consent of the parties.

11.13. Notices. All notices, demands, requests and other communications shall be in writing to the addresses specified below and shall be deemed to have been duly given (a) when hand-delivered, (b) one (1) business day after the date when sent by express mail, courier, overnight mail or other overnight or next-day delivery service, (c) when sent and received by facsimile and/or email transmission provided that a copy thereof is contemporaneously delivered pursuant to Section 11.13(a) (b) or (d), or (d) three (3) days after the date mailed when sent by registered or certified United States mail, postage prepaid, return receipt requested, charges prepaid. Either party may change its addresses by giving written notice of such change of such address to the other party.

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To Partner:	Emergency Medical Services Authority 1417 N Lansing Ave. Tulsa, OK 74106 Attn: _____ Email: _____
To Club:	The Professional Basketball Club, LLC 208 Thunder Drive Oklahoma City, OK 73102 Attn: Will Syring Email: wsyring@okcthunder.com
With a Copy to:	The Professional Basketball Club, LLC 208 Thunder Drive Oklahoma City, OK 73102 Attn: Hakeem Onafowokan Email: honafowokan@okcthunder.com

11.14. Relationship of Parties. The parties are acting herein as independent contractors. Nothing herein contained shall create or be construed as creating a partnership, joint venture, joint employer or agency relationship between the parties and no party shall have the authority to bind the other in any respect.

11.15. No Waiver. Any terms, covenants, or obligations of any party may be waived at any time in writing executed by the party or parties for whose benefit such terms exist. The failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. No waiver in any one or more instances shall be deemed to be a further or continuing waiver of any other condition or any breach of any other terms, covenants or representations.

11.16. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures delivered by facsimile transmission or by e-mail delivery of a ".pdf" or "scan" format data file, shall be given the same legal force and effect as original signatures.

11.17. Severability. If any provision of this Agreement shall be held invalid, illegal or unenforceable under applicable law, the remainder of this Agreement shall remain valid and enforceable.

11.18. Advice of Counsel. The parties hereby acknowledge and represent to each other that they have consulted with their respective attorneys prior to signing this Agreement, that they have carefully read and fully understand all of the provisions of this Agreement, that they have executed this Agreement without any duress or undue influence, and that this Agreement shall not be interpreted in favor of one party or the other based on which party drafted the Agreement.

11.19. Survival. All representations, warranties and indemnities made herein and Partner's obligations pursuant to Section 2.2 (Non-Disparagement), Section 5 (Trademark Rights), Section 8 (Indemnification), and Section 10 (Confidentiality) shall survive the expiration or earlier termination of this Agreement, whatever the reason for termination, and shall remain in full force and effect.

11.20. Exhibits Incorporated. The exhibits to this Agreement are incorporated into and are part of this Agreement. If any provision of this Agreement conflicts with any provision set forth on any Exhibit, the provisions of the Exhibit shall control.

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11.21. Other Definitional Provisions. The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement. Moreover, the terms used in this Agreement shall include the plural as well as the singular and any gender as the context requires. The word "including" shall be construed to be followed by the words "without limitation" or "but not limited to." The captions herein are included for convenience of reference only and are to be ignored in the construction or interpretation hereof. All references to an Article or Section include all subparts thereof. Whenever the word "or" is used, it means "and/or," unless the context dictates otherwise.

11.22. Exclusive Benefit. The agreements included herein are for the exclusive benefit of the parties hereto, and there shall be no third party beneficiary of any of the provisions of this Agreement, other than the City, Trust and Arena Operator.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

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

THE PROFESSIONAL BASKETBALL CLUB, LLC, an Oklahoma limited liability company

By: _____

Name: Danny Barth
Title: Executive Vice President and Chief Administrative Officer

EMERGENCY MEDICAL SERVICES AUTHORITY, an Oklahoma public trust

By: _____

Name: Johna Easley
Title: Chief Executive Officer

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Exhibit A

DEFINITIONS

"Agreement" has the meaning set forth in the preamble to this Agreement.

"Annual Period" shall mean each twelve (12) month period beginning July 1 and ending June 30 during the Term of this Agreement. For the avoidance of doubt the first Annual Period of this Agreement shall begin on July 1, 2026 and end June 30, 2027.

"Arbitration Rules" has the meaning set forth in Section 11.9.

"Arena" has the meaning set forth in the recitals to this Agreement.

"Arena Lease" has the meaning set forth in the recitals to this Agreement.

"Arena Operator" has the meaning set forth in the recitals to this Agreement.

"City" has the meaning set forth in the recitals to this Agreement.

"Claims and Liabilities" has the meaning set forth in Section 8.1.1.

"Club" has the meaning set forth in the preamble to this Agreement.

"Club's Related Agreements" has the meaning set forth in Section 7.2.

"Confidential Information" means all information about a party furnished by such party or its representatives to the other, whether furnished before or after the Effective Date, whether oral or written, and regardless of the form of communication or the manner in which it is furnished and all analyses, compilations, data, studies, notes, interpretations, memoranda, extracts or other documents prepared by the disclosing party or its representatives containing or based in whole or in part on any such furnished information; provided that "Confidential Information" shall not include any information, which (i) is already (or otherwise becomes) publicly known, not as a result of any action or inaction of the receiving party or its representatives; (ii) is in the receiving party's or its representative's possession (from a source having no obligation of confidentiality to the disclosing party) prior to disclosure by the disclosing party as can be shown by the receiving party's or its representative's files and records as they existed immediately prior to the disclosure; (iii) is approved for release by written authorization of the disclosing party; (iv) is independently developed and disclosed by a third party to the receiving party; or (v) is required to be disclosed by law or regulation and with respect to which the receiving party gives the disclosing party at least thirty (30) days prior written notice to allow the disclosing party to assert whatever exclusions or exemptions may be available to it under such law or regulation. Notwithstanding the foregoing, Club has acknowledged that Partner is a public body as defined in the Oklahoma Open Records Act, Okla. Stat. tit. 51 § 24A.1 *et seq*. ("ORA") and subject to the disclosure requirements of the ORA, and the definition of Confidential Information shall not include documents or records that are subject to disclosure pursuant to the ORA.

"Effective Date" has the meaning set forth in the preamble to this Agreement.

"Force Majeure Event" means a fire, earthquake, tornado, flood, act of God, inevitable accident, epidemic, quarantine, restriction, governmental action, act of public enemy, strike, lockout or other labor dispute, or any other matter or condition beyond the reasonable control of the party claiming such Force Majeure Event.

"Indemnified Party" has the meaning set forth in Section 8.3.

"Indemnifying Party" has the meaning set forth in Section 8.3.

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"Local TV Station" means the television station/channel owned and/or operated by Club's local television partner telecasting Team games in the Oklahoma City Territory through cable, satellite, or over-the-air television (but specifically excluding digital or streaming mediums) as described in the telecast agreement entered into from time-to-time during the Term by Club and such local television partner, as may be amended, supplemented, or modified.

"Materials" has the meaning set forth in Section 6.1.

"Media Agreements" means (i) the Telecast Rights Agreement entered by and between Club and Arc Holding, Ltd., with a term set to expire upon the final Team game (including Team Postseason Game, if applicable) of the 2027-2028 NBA Season, as may be amended, supplemented or otherwise modified (or a successor linear network), (ii) Radio License Agreement by and between Club and Cumulus Radio LLC, as may be amended, supplemented or otherwise modified, or any successor agreement(s) thereto, and (iii) the various Radio Network Agreements entered into from time-to-time during the Term of this Agreement by Club and its various small market radio broadcast affiliate stations, as may be amended, supplemented or modified.

"NBA" has the meaning set forth in the recitals to this Agreement and includes all affiliated entities of the NBA, including, without limitation, NBA Properties, Inc., a New York corporation, and NBA Media Ventures, LLC, a Delaware limited liability company.

"NBA IP" means all intellectual property owned or controlled by the NBA, including game-action photos and footage, logos, symbols, insignias, names, emblems, designs, uniforms, trademarks and service marks (e.g., NBA, the silhouetted dribbler logo, and the marks I LOVE THIS GAME and I LOVE THIS TEAM), whether or not separately registered.

"Oklahoma City Territory" means (i) a team's home state (including any area outside of its 75 mile territory), and (ii) the area within 150 miles of the team's city of operation (even if such area extends beyond the team's home state).

"Proprietary Rights" means any copyrights, trademark rights (including, without limitation, any applications for federal trademark registration) or other intellectual property rights that are protected or protectable (whether or not a filing with any government office is made) under the laws of the United States of America or any state of the United States of America, or any foreign country.

"Special Event" means any event of regional, national or international importance or significance, including, without limitation (i) NCAA approved or sponsored events (e.g., post-season tournament basketball games and post-season tournament wrestling matches), (ii) Big 12 Conference events (e.g., post-season tournament basketball games), (iii) certain other events that may be agreed upon with the Arena Operator (e.g., concerts, political events, religious events, conventions), and (iv) other non-NBA sporting events (e.g., World Wrestling Entertainment events and the Professional Bull Riders rodeo).

"Partner" has the meaning set forth in the preamble to this Agreement.

"Partner Marks" has the meaning set forth in Section 5.1.

"Partnership Benefits" has the meaning set forth in Section 2.1.1.

"Partnership Fee" has the meaning set forth in Section 3.1.

"Partner's Related Agreements" has the meaning set forth in Section 7.1.

"Team" has the meaning set forth in the recitals to this Agreement.

"Team Marks" means all trademarks, service marks, trade names, logos, color combinations, insignias and other appropriate identifying marks and slogans related to the Team and owned by Club.

"Team Postseason Game" means, with respect to any Annual Period, any NBA game played by the Team (whether at the Arena or otherwise) as part of the competition for the championship of the NBA, or

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any division thereof, and which is classified as a "play-in" or "playoff" game under NBA rules and regulations.

"Team Postseason Home Game" means, with respect to any Annual Period, any NBA game played by the Team at the Arena as part of the competition for the championship of the NBA, or any division thereof, and which is classified as a "play-in" or "playoff" game under NBA rules and regulations.

"Team Pre-Season Home Game" means, with respect to any Annual Period, any NBA game played by the Team at the Arena prior to the date promulgated by the NBA as the first day of the regular season.

"Team Regular Season Game" means, with respect to any Annual Period, any NBA game played by the Team (whether at the Arena or otherwise) during the regular season established by the NBA for such season.

"Team Regular Season Home Game" means, with respect to any Annual Period, any NBA game played by the Team at the Arena during the regular season established by the NBA for such season.

"Term" has the meaning set forth in Section 4.1.

"Trust" has the meaning set forth in the recitals to this Agreement.

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EXHIBIT B

PARTNERSHIP BENEFITS

I. IN-ARENA PROMOTIONS

For each Regular Season Home Game during the Term, Club shall provide Partner with the following benefits for the dissemination of Partner advertisements:

- One (1) post-game feature to include graphics on the video board and a public announcement read to remind fans to drive home safely. Such feature to be referred to as the "Safety Message by EMSA" or some other similar name subject to Club's approval.

For each Team Postseason Game during the Term, Partner has the option to purchase the postseason inventory described below and to pay Club the purchase price for such inventory as set forth pursuant to and in accordance with the payment terms set forth herein. Partner shall provide notice to the Club of its intent to exercise such option on or before the deadline specified by the Club.

Partnership **Benefit/ Inventory**	**Play-In Game/ Round 1**	**Round 2**	**Western Conference Finals**	**NBA Finals**
Safety Message	$1,000/game	$1,250/game	$1,500/game	$1,750/game

II. SOCIAL MEDIA

During each Annual Period of the Term, Club agrees to provide Partner with the following social media support:

- Two (2) social media posts featuring select Partner first responder crews from Oklahoma City, Oklahoma and Tulsa, Oklahoma, which will include Partner's logo inclusion and be initiated by Club on a main Club platform as solely determined by the Club. Each post may highlight the reunion of one (1) first responder crew with one (1) patient and the presentation of Thunder giftpacks on behalf of Partner (or such other presentation as mutually agreed upon by the parties). The remaining details of the social media posts shall be mutually agreed to by Club and Partner prior to their dissemination. All featured patients must sign a valid release permitting the use and disclosure of their identity and related circumstances, and such releases shall be obtained by Partner.

Partner shall provide all artwork associated with the initial production of the advertising to be disseminated pursuant to this Exhibit B, Paragraph II in a format acceptable to Club no later than fourteen (14) days prior to the date on which such advertising shall begin or be updated. Any and all costs incurred for modifications, alterations or other changes to such advertising after submission by Partner will be the sole responsibility of Partner. All advertisements are subject to final approval of Club.

III. APPEARANCES

Partner shall receive the following appearances during the Term of the Agreement:

- Two (2) separate personal appearances of Rumble, the Team mascot, for a maximum duration of thirty (30) minutes each at a mutually agreed upon location to support events/promotions hosted by Partner. The dates and details of such appearances shall be mutually agreed to by Club and Partner and shall be subject to the availability of Rumble. Partner may post personal appearances of Rumble on its social media accounts with prior written approval from the Club; and

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- Two (2) separate appearances by four (4) Thunder Drummers team members, for a maximum duration of one (1) hour each at a mutually agreed upon location to support events/promotions hosted by Partner. The dates and details of such appearances shall be mutually agreed to by Club and Partner and shall be subject to the availability of Thunder Drummer team members.

IV. MARKETING RIGHTS.

During the Term, Partner shall have the non-exclusive right to use Team Marks and the title of "Proud Partner of the Oklahoma City Thunder" (or another designation mutually agreed upon by the parties) in all advertising and promotional materials in the Oklahoma City Territory; provided, however, that Partner must obtain prior written approval from the Club in each instance prior to the use of the Team Marks or Designation. Partner shall provide the proposed usage of Team Marks to Club a minimum of ten (10) business days prior to the proposed usage date. Partner shall be responsible for all costs associated with the benefits to be provided pursuant to this Exhibit B, Paragraph IV.

V. SUPPORTING PARTNER PROMOTIONS

A. Thunder Rookies Club: During the Term, Partner will be a "Supporting Partner" of the Club's Thunder Rookies Club. As a Supporting Partner, the Partner shall receive the following rights and benefits:

- Partner's branding will be integrated into the Thunder Rookies Club; and
- Partner will be featured within a dedicated educational module within the Thunder Rookies Club, which will be updated on a monthly basis. Club and Partner will collaborate in good faith to develop and implement content, with content to be provided by Partner and subject to the Club's approval. The content will focus on topics such as wellness, safety tips, and emergency preparedness.

Partner shall provide all artwork associated with the initial production of the advertising to be disseminated pursuant to this Exhibit B, Paragraph V in a format acceptable to Club no later than fourteen (14) days prior to the date on which such advertising shall begin or be updated. Any and all costs incurred for modifications, alterations or other changes to such advertising after submission by Partner will be the sole responsibility of Partner. All artwork and advertising are subject to final approval of Club.

B. Tulsa Pre-Season Game: Tulsa Pre-Season Game. From time to time during the Term, Club may play a Team Pre-Season Home Game in Tulsa, Oklahoma (the "Tulsa Pre-Season Game"). For any such Tulsa Pre-Season Game, Partner shall receive the following benefits:

- Non-exclusive recognition as a "Supporting Partner" of the Tulsa Pre-Season Game;
- Two (2) minutes of LED in-arena signage; and
- One (1) concourse activation space.

Any advertisements and/or promotions on display or for dissemination to guests at the concourse activation space must be pre-approved by the Club, no later than fourteen (14) business days prior to each Tulsa Pre-Season Game. Partner shall be responsible for all costs associated with the operation of the concourse activation space, including execution of the concourse subject to Club's staffing requirements.

The remaining details of the Partnership benefits as a "Supporting Partner" of the "Tulsa Pre-Season Game shall be mutually agreed to by Club and Partner prior to the Tulsa Pre-Season Game, and shall be subject to availability as determined by Club.

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Exhibit C

PARTNERSHIPFEE

NBA Season	Partnership Fee
2026-27	$200,000
2027-28	$206,000

The Partnership Fee for each Annual Period shall be paid in two (2) equal payments on the 1st day of each October and December during the Term.

Invoices shall be delivered to:

Lora Conger
congerl@emsa.net

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