

Wisconsin Judo Inc. and Wisconsin State Kata Committee -Banking Facility Agreement-

This Banking Facility Agreement (the 'Agreement') is executed this 10th day of August, 2015 (the 'Effective date') by and between Wisconsin Judo Inc., a Wisconsin corporation ('WJI') and WJI's Wisconsin State Kata Committee ('WSKC'), represented by Chairperson, Matthew Carpenter. Each of WJI and WSKC shall be a 'Party', or jointly be the 'Parties'.

WHEREAS, WJI is dedicated to perpetuate information, education, scientific research, development and enhancement of Judo in the State of Wisconsin;

WHEREAS, WSKC is dedicated to the teaching, development and improvement of judo kata techniques within the State of Wisconsin;

WHEREAS, WSKC would like to keep funds generated from teaching, development and improvement activities in a segregated bank account held by WJI and use banking facilities provided by WJI;

WHEREAS, the Parties wish to establish a collaborative agreement to assist WSKC;

Therefore, be it resolved:

ARTICLE 1 Obligations of WJI

- 1) Hold funds generated by WSKC in a segregated account.
- 2) Never to access these funds, except when requested by WSKC's representative.
- 3) Distribute the funds as directed by the WSKC, with a forty-eight (48) hour notice.

ARTICLE 2 Obligations of WSKC

- 1) Given WSKC is a Standing Committee of WJI.
- 2) It is understood, it is financially advantageous, to Sanction Kata events via United States Judo Federation (USJF).
- 3) Other than number two (2) above, WSKC agrees to not compete with WJI and/or its activities or assist another entity to compete with WJI and/or its activities.
- 4) Maintain a positive balance at all times.
- 5) Give at least forty eight (48) hours' notice to access funds.
- 6) Pay all fees associated with WSKC banking facility expenses.

ARTICLE 3 Obligations of the Parties

- 1) The Parties agree to work together to establish a sustainable collaboration.

ARTICLE 4
Term and termination

- 1) This Agreement enters into effect as of the Effective Date and shall be indefinite until termination by either or both Parties.
- 2) Non-performance of this agreement by either Party will be grounds for termination after a thirty (30) day period to re-address the non-performance.
- 3) If WJI shall file a petition in bankruptcy, or make a general assignment for the benefit of creditors, or if a receiver shall be appointed due to its insolvency, this Agreement shall immediately terminate without any notice and the balance of WSKC funds will be returned to WSKC.

ARTICLE 5
Miscellaneous

- 1) Any notices required or permitted to be given by this Agreement shall be in writing and shall be deemed sufficiently given and received in all respects when hand delivered, when sent by facsimile or email, after being deposited in the mail, return receipt requested addressed as follows (or to such other address as may be designated in writing by notice duly given):

IF TO WJI:

Attn: JAMES PETERSON
President, WJI
3226 North 79th Street
Milwaukee, WI 53222
Telephone – Cellular: (414) 719-0298
Email: jpeterston230@wi.rr.com

IF TO WJI:

Attn: Darlene S. Cypert
Treasurer, WJI
W10222 County Road F
Fox Lake, WI 53933
Telephone – Cellular: (920) 296-6452
Fax.: (920) 928-2908
Email: dcypert@centurytel.net

IF TO WSKC:

Attn: MATTHEW CARPENTER
WSKC, Chairperson
1726 Oriole Street
New London, WI 54961-2222
Telephone – Cellular: (920) 570-0554
Email: mjcarpenter74@gmail.com

- 2) This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without reference to the choice of law principles thereof. The Parties irrevocably agree that any suit, action or legal proceeding arising out of this Agreement may be brought in the courts of the State of Wisconsin or in any court in the United States located in the State of Wisconsin and the Parties hereby consent to the jurisdiction of such court in any such suit, action or proceeding and waive all objections which the Parties may have to the venue of any such suit, action or proceeding.
- 3) This Agreement, including any agreements and documents to be executed in connection herewith, all of which are incorporated herein by reference, contains the entire agreement and understanding between the Parties hereto, and supersedes any and all prior agreements, arrangements and understandings, relating to the subject matter hereof. There are no written or oral agreements, inducements, conditions, understandings, representations or warranties between the Parties other than those set forth or referred to in this Agreement which have been relied upon by either party. No supplement, amendment, alteration or modification of this Agreement shall be binding unless consented to in writing by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Banking Facility Agreement to be duly executed and delivered by their duly authorized representatives on the day first above written.

--James Peterson--
President, WJI

--Matthew Carpenter--
Chairperson, WSKC

-- Darlene S. Cypert--
Treasurer, WJI