

FINAL

ICE HOCKEY LICENSE AGREEMENT

THIS ICE HOCKEY LICENSE AGREEMENT (the “Agreement”) is made and entered into February 26, 2021(the “Effective Date”) for the 2021-2022 hockey season, by and between the Gwinnett Convention & Visitors Bureau, Inc., a non-profit corporation organized under the laws of the State of Georgia (the “Licensor”), and Danor Vienna LLC, a limited liability company organized under the laws of the State of Virginia (the “Licensee”).

WITNESSETH:

WHEREAS, Licensor is the operator of that certain multi-purpose sports and entertainment facility located in Gwinnett County, Georgia referred to as the “Licensed Premises” herein; and

WHEREAS, the parties were parties to that certain License Agreement, effective April 1, 2019 (the “Former Agreement”), which terminated due to the Licensor and Licensee’s failure to enter a renewed Agreement during the time specified in the Former Agreement; and

WHEREAS, Licensee desires to use the Licensed Premises, upon the terms and conditions of this Agreement, for the purposes hereinafter set forth and Licensor desires to license the use of the Licensed Premises to Licensee for such purposes upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid and other good and valuable consideration to be paid hereunder and the mutual benefits to be derived herefrom, Licensor and Licensee hereby acknowledge and agree that the above recitals are true and correct and further agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Definitions. When used herein the following defined terms shall have the meanings set forth below:

“**ADI**” shall mean the “Area of Dominant Influence” for any particular television market as established from time to time by The Arbitron Company.

“**ADJUSTED GROSS TICKET RECEIPTS**” shall mean the Gross Ticket Receipts less any Impositions.

“ADJUSTED LICENSEE TICKET RECEIPTS” shall mean the Licensee Ticket Receipts less Impositions related to such tickets.

“ADJUSTED LICENSOR TICKET RECEIPTS” shall mean the Licensor Ticket Receipts less Impositions related to such tickets.

“ARENA” shall mean the multi-purpose arena located in Gwinnett County, Georgia and the land upon which it sits, including but not limited to the surrounding and adjoining walkways, parking areas, stairways, and steps, as designated by Licensor.

“ARENA NAME” shall mean such name for the Arena as the Licensor shall from time to time designate.

“CLAIMS AND COSTS” shall mean any and all claims, suits, damages, liabilities, costs and expenses, including reasonable attorney’s fees and court costs.

“COMPETING TEAM” shall mean any men’s professional ice hockey team (other than the Team) from any professional ice hockey league that does not play its regular home games in the Arena.

“COMPLIMENTARY TICKETS” shall mean all tickets distributed by the Licensee at no charge to the recipients but shall exclude the tickets distributed by Licensee to Licensor pursuant to Section 9.5.

“CONCESSION AGREEMENT” shall mean that certain food, beverage and catering agreement, if any, from time to time in effect between the Licensor and Concessionaire.

“CONCESSIONAIRE” shall mean the concessionaire selected by the Licensor, if any, to provide food, beverage and catering services in the Arena, its subcontractors, sublicensees or any other persons or entities approved by the Licensor as the concessionaire or any subconcessionaire from time to time, which concessionaire or subconcessionaire has contracted to operate and provide certain concession and relate services within the Arena that are the subject of the Concession Agreement or any subconcession agreement.

“COUNTY” shall mean Gwinnett County, Georgia.

“EVENT OF FORCE MAJEURE” shall mean any and all acts of God, acts of the public enemy, laws, rules, and regulations of the Governmental Entities, wars or warlike action (whether actual, impending, or expected and whether de jure or de facto) arrests or other restraints of government (civil or military), blockades, insurrections, riots, terrorist acts, epidemics, landslides, sinkholes, lightning, earthquakes, hurricanes, storms, floods, washouts, fire or other casualty which prohibits the use of the Arena, civil disturbances, explosions, breakage or accidents to equipment or machinery which prohibit the use of the Arena, any material interruption of utilities at the Arena, confiscation or seizure by any Governmental Entity or public authority, nuclear reaction, radioactive contamination,

accidents and/or repairs which prohibit the use of the Arena or any other causes, whether of or the kind herein enumerated or otherwise that are not reasonably within the control of or caused by the party claiming right to delay the performance on account of such occurrence; provided, however, in no circumstances shall the monetary inability of Licensor or Licensee to perform any covenant, agreement or obligation contained in this Agreement be construed to be an Event of Force Majeure.

“FACILITY FEES” shall mean such fees that the Licensor is entitled to assess on a per-ticket basis in addition to the regular ticket price in the following amounts:

- (i) \$3.00 per Ticket sold which is priced at \$5.00 or more. The amount of these fees is subject to change by the Licensor at any time upon 90 days’ advance notice to the Licensee.
- (ii) No Facility Fee shall be assessed on any Complimentary Ticket or Regular Ticket which is priced at less than \$5.00.

“MEMBERSHIP” shall mean the League membership owned by Licensee and granted the right to operate a professional hockey team for play in the ECHL.

“GAME OR GAMES” shall mean the playing of Home Games at the Licensed Premises by the Team against the Visiting Team during the Game Times.

“GAME DAY LICENSED PREMISES” shall mean (a) those portions of the Arena necessarily required for Games and Practice Sessions as set forth in the Plans (from time to time as permitted by this Agreement), spectator attendance and seating and media reporting during Games (including a press lounge or a reasonable equivalent substituted by Licensor therefore), including reasonable, unfurnished office space for which the Licensor shall provide utilities (except for telephone equipment, installation, service and charges, which shall be the responsibility of Licensee) and to which, upon Licensor’s advance consent (such consent not to be unreasonably withheld), Licensee may make structural modifications at its sole expense (such modifications may include, but not be limited to, the erection and/or relocation of walls and doors); (b) the concourse area adjacent to the Store to be utilized for game-day merchandise sales, allowing for reasonable and safe patron traffic around the additional concourse at all times; (c) the exclusive use of one (1) Team locker room (including an office and training room located therein), one (1) Team coaches office, one (1) training room, one (1) trainer’s office, an equipment storage room (equipped with a lock), a skate sharpening area and a stick work area. The existing laundry facilities and equipment is non-exclusive to the Atlanta Gladiators since Licensor provided new Commercial Laundry Equipment and is to be shared among other Arena users as needed and approved solely by the Licensor (to be provided on an “AS-IS, WHERE-IS, WITH-ALL FAULTS” basis by Licensor), (d) during the Season, during Games, Practice Sessions and at other times as permitted in the Licensor’s reasonable discretion, provided it does not interfere with other users of the Arena, the non-exclusive use of , Room 1227 for the Visiting Coach, Room 1241 as the Visiting Team locker room Room A for use by the Officials and Referees, Dressing Room B for Off-ice Officials, Dressing Room C for Gladiators Dance Team, Room 1208 for Mascot, Room 1310 (Café) for catering, Rooms 1318 and 1319 for Hot Shots, Video

Room, Blimp Room, and the Store located on the concourse (each to be provided on an “AS-IS, WHERE-IS, WITH-ALL FAULTS” basis by Licensor); and (e) at such times in Licensor’s sole discretion, such other facilities in the Arena (to be provided on an “AS-IS, WHERE-IS, WITH-ALL FAULTS” basis by Licensor) as may reasonably be requested by Licensee from time to time subject to Licensor’s discretion. All locker room facilities will meet or exceed the minimum locker room standards of the League. No warranties or representations of any kind are made by Licensor to Licensee with respect to any future improvements or changes that may be made to the improvements within the Arena, whether now or hereafter contemplated and the Licensee, in entering into this Agreement, has not relied, in any manner, on the improvement of the Arena, if any, that may occur in the future.

“GAME TIMES” shall mean the period of time on the day of a Game from 10:00 AM until 11:59 PM local time (or at such later time as such Game concludes).

“GOVERNMENTAL ENTITY(IES)” shall mean all federal, state, county, municipal (or entity created by a municipality), governmental or quasi-governmental entities having jurisdiction or other authority over the Arena.

“GROSS TICKET RECEIPTS” shall mean the gross ticket amount derived from the sale, barter or distribution of all Game tickets by any means, all calculated based on the face value of any such ticket (the face value of all Game tickets shall be provided including bartered tickets) multiplied by the number of such tickets sold, bartered, or distributed.

“HOME GAMES” shall mean all Regular Season Home Games and Home Play-off Games.

“HOME PLAY-OFF GAMES” shall mean all Games involving the Team as a participant played or scheduled to be played in the Licensed Premises during the Post-Season.

“IMPOSITIONS” shall mean any tax, charge or impositions of whatever kind or nature, including but not limited to, ticketing convenience fees, amusement taxes, sales taxes, excise taxes, rent taxes, ticket taxes or use taxes, imposed by a Governmental Entity as well as credit card fees and Facility Fees.

“LEAGUE” shall mean that certain professional ice hockey league of which the Team is one of such member teams being the ECHL, Inc., a nonstock, nonprofit corporation incorporated in the Commonwealth of Virginia, or any successor professional ice hockey league of which the Team is a member team and of which a majority of the current member teams of the East Coast Hockey League remain member teams.

“LICENSED PREMISES” shall mean, as applicable, either the Game Day Licensed Premises or the Non-Game Day Licensed Premises.

“LICENSE FEES” shall mean the Minimum Fee and the Percentage Fee.

“LICENSEE TICKET RECEIPTS” shall mean the Gross Ticket Receipts derived from ticket sales conducted by Licensee.

“LICENSOR TICKET RECEIPTS” shall mean the Gross Ticket Receipts derived from ticket sales conducted by Licensor pursuant to Section 9.1.

“MERCHANDISE AGREEMENT” shall mean that certain novelties, souvenir, tee-shirt, and other like items services agreement, if any, from time to time in effect between the Licensor and Merchandiser.

“MERCHANDISER” shall mean the merchandiser selected by the Licensor, if any, to provide merchandise services in the Arena, its subcontractors, sub-licensees or any other persons or entities approved and designated by Licensor as a merchandiser from time to time, which merchandiser has contracted to operate and provide the merchandise and related services within the Arena that are the subject of the Merchandise Agreement.

“NON-GAME DAY LICENSED PREMISES” shall mean (a) the area adjacent to Rooms 1234 and 1238 to be used for uniform storage and work areas; (b) the Team Locker Rooms; (c) the cage located on the Event Level; and (d) the Team Store located on Arena main concourse.

“PASS-THROUGH EXPENSES” shall mean the Construction Expenses (as defined in Section 13.1(b)), the costs of insurance coverage procured by Licensor pursuant to Section 8.3, the Additional Staffing Expense which is to be invoiced by Licensor and which is due and payable from Licensee to Licensor hereunder, and any and all costs (including, specifically, but without limitation, Game-related “chargebacks” that are received by Licensor after receipt of a Game Settlement) that are designated as Pass-Through Expenses under this Agreement.

“PLANS” shall mean the Arena design plans attached hereto.

“POST-SEASON” shall mean the time period commencing upon the completion of the Team’s scheduled Regular Season Home Games in which the Team plays one or more Home Play-Off Games.

“REGULAR SEASON” shall mean that certain time period, designated by the League for the 2021-2022 Season, in which the Team plays one or more Regular Season Home Games and terminating upon the conclusion of the final Regular Season Home Game.

“REGULAR SEASON HOME GAMES” shall mean all Games played or scheduled to be played (regardless of whether such Game is actually played) during the 2021-2022 Regular Season where the Team has been designated by the League as the home team.

“**REGULAR TICKET**” shall mean all tickets sold, including, specifically, but without limitation, “Flex Book” tickets, other than a Season Ticket or Complimentary Ticket.

“**RELEVANT AREA**” shall mean the geographic area comprising Gwinnett County and that certain area which extends fifty (50) miles in every direction from the jurisdictional limits of Gwinnett County.

“**SEASON**” shall mean each such period in which the Team plays its Home Games commencing in October, 2021 and concluding in April, 2022 or as mandated by the League from time to time.

“**SEASON TICKET**” shall mean any multi-game package of tickets approved by Licensor and sold by Licensee and/or any affiliate, partner, agent or assignee of Licensee, but shall not include Complimentary Tickets, Regular Tickets, or any tickets packaged together for an individual game or any ticket package not approved as a Season Ticket package by Licensor. Season Ticket Packages will be approved by Licensor on an annual basis prior to April 15th for the upcoming season.

“**TEAM**” shall mean the League membership owned by Licensee.

“**TEAMS**” shall mean the Team and the Visiting Team.

“**TELECAST**” shall mean the transmission of audio and video signal via television cable, CATV, satellite, DS or over-the-air broadcast which is receivable within a radius of seventy-five (75) miles of the Arena during any Game.

“**TICKET CONCESSIONAIRE**” shall mean such persons or entities approved and designated by Licensor, if any, as a ticketing company for the Arena from time to time, which ticketing company has contracted to provide ticketing services for the Arena pursuant to a ticketing agreement.

“**VISITING TEAM**” shall mean another League team visiting the Arena for the purpose of playing a Game with the Team at the Licensed Premises.

Section 1.2 Other Defined Terms. Other defined terms used in this Agreement shall have the meanings ascribed to such terms as set forth in this Agreement.

ARTICLE II LICENSE AND USE

Section 2.1 License. Licensor hereby licenses and transfers to Licensee and Licensee hereby takes such license from Licensor and agrees to use the Licensed Premises solely for the purpose and in accordance with the terms and conditions hereinafter set forth.

Section 2.2 Use.

(a) Licensee shall only have the right to use the Licensed Premises for the purposes set forth herein and for no other purpose or purposes. Licensee licenses the Licensed Premises for the purpose of playing Games and for the other purposes specifically set forth in this Agreement. Subject to the remaining terms and provisions hereof, Licensee hereby covenants and agrees to play all Home Games, without exception, in the Licensed Premises. Licensee's right to use the Licensed Premises shall be in effect only during such times or on such dates and during such hours as are specifically set forth herein, however, without in any way expanding these specific times, at any time that Licensee shall come upon the Licensed Premises in connection herewith it shall be subject to the express terms and conditions of this Agreement.

(b) During the Term of this Agreement, the Atlanta Gladiators Dance Team (the "Dance Team") may perform as game-day entertainment as choreographed and/or directed by Licensee anywhere in the Game Day Licensed Premises on game days only. Any performances of the Dance Team at the Arena on non-game days and/or outside of the Game Day Licensed Premises must be pre-approved by Licensor. Except as expressly set forth herein immediately above, Licensee shall not have the right to conduct any pre-Game or post-Game shows, activities, concerts, or other entertainment in the Arena without the prior written consent of Licensor, which consent shall not be unreasonably withheld; provided, however, in no event shall Licensor be obligated to consent to Licensee's presentation of or request to present concerts or other events in the Licensed Premises or the Arena which would traditionally be ticketed events if not presented in connection with a Game. Additionally, Licensee shall advise Licensor, at regularly-scheduled meetings between the parties hereto, of any Game-related promotions involving members of the general public. Licensor shall be entitled to object to the presentation of any such Game-related promotions in its sole discretion, and if Licensor so objects, then Licensee shall not conduct (or shall discontinue) any such promotion. Notwithstanding the forgoing, the consent of the Licensor shall not be required for pre-Game and post-Game interviews. In no event shall any such pre-Game activity which is open to the public commence more than four (4) hours before a Game or before 12:00 p.m., whichever is later. To the extent Licensee desires to conduct pre-Game and post-Game activities, it shall be responsible for the Additional Staffing required to facilitate such activities. The proceeds derived by Licensee from any such show, activity, concert or other entertainment shall be deemed part of and included within the Gross Ticket Receipts for the Season in question. Furthermore, it shall be deemed reasonable for Licensor to withhold its consent, if it determines, in its sole discretion, that such post-Game shows, activities, or other entertainment will interfere with the usage of the Arena or the Licensed Premises by other users or would interfere with the preparation and/or changeover of the Arena for usage by other users, whether such other events are scheduled on the Game day or another day.

Section 2.3 Regular Season Schedule. For year of the License (2021-2022 hockey season), the Licensor has submitted to the Licensee fifty-four (54) proposed dates (the "First-Hold Dates") to play Regular Season Home Games during the 2021-

2022 Season. The First-Hold Dates during the 2021-2022 Season previously provided to Licensee are as follows:

<u>October:</u>		<u>January:</u>		<u>March:</u>	
1	Friday 10/29	24	Saturday 1/1	43	Sunday 3/6
		25	Sunday 1/2	44	Friday 3/11
		26	Wednesday 1/5	45	Sunday 3/13
	<u>November:</u>	27	Thursday 1/6	46	Tuesday 3/15
2	Tuesday 11/2	28	Friday 1/7	47	Thursday 3/17
3	Wednesday 11/3	29	Friday 1/14	48	Friday 3/18
4	Friday 11/5	30	Saturday 1/15	49	Saturday 3/19
5	Sunday 11/7	31	Sunday 1/16	50	Wednesday 3/23
6	Thursday 11/11	32	Monday 1/17	51	Thursday 3/24
7	Sunday 11/14	33	Thursday 1/27		
8	Friday 11/19	34	Friday 1/28	<u>April:</u>	
9	Saturday 11/20	35	Sunday 1/30	52	Sunday 4/3
10	Tuesday 11/23			53	Tuesday 4/5
11	Wednesday 11/24	<u>February:</u>		54	Wednesday 4/6
12	Friday 11/26				
13	Saturday 11/27	36	Wednesday 2/2		
		37	Saturday 2/5		
	<u>December:</u>	38	Sunday 2/6		
14	Wednesday 12/8	39	Sunday 2/20		
15	Friday 12/10	40	Monday 2/21		
16	Saturday 12/11	41	Thursday 2/24		
17	Wednesday 12/22	42	Friday 2/25		
18	Thursday 12/23				
19	Sunday 12/26				
20	Monday 12/27				
21	Tuesday 12/28				
22	Thursday 12/30				
23	Friday 12/31				

Under no circumstances shall Licensee submit any dates to the League which have not been included within the First-Hold Dates without the express written consent of Licensor which consent may be withheld by the Licensor in the exercise of its sole discretion. Licensee shall submit to the Licensor on or before April 15, 2021 the League-approved schedule for the 2021-2022 Regular Season selecting thirty six (36) of the fifty four (54) First-Hold Dates (the “Regular Season Schedule”). All First-Hold Dates not included in the Regular Season Schedule will be released from “first hold” status. From January 15 until the release of the Regular Season Schedule on April 15, the Licensor may, at its sole discretion, substitute any First-Hold Date by providing a like date in accordance with the provisions of this paragraph. After the release of the Regular Season Schedule on April 15, Licensor shall be entitled to require Licensee to change a

previously scheduled Regular Season Schedule Game date by providing forty-five (45) days advance written notice; provided, however, that Licensor may only require such rescheduling of previously scheduled Games up to three times during the Regular Season. At the time of the written notice, the Licensor is to provide the Licensee with proposed playing date(s) for which the cancelled Game(s) may be rescheduled. Should Licensor elect to exercise its right to require Licensee to reschedule games in the Regular Season Schedule, Licensee is entitled to receive from the Licensor the following compensation in accordance with the conditions below:

- (i) Saturday Games:
 - a. For any Game which was originally scheduled to be played on a Saturday and is rescheduled for another Friday, Saturday or Sunday, Licensee is entitled to receive a payment of \$7,500.00
 - b. For any Game which was originally scheduled to be played on a Saturday and which is rescheduled to be played on any day other than a Friday, Saturday, or Sunday Licensee is entitled to receive a payment of \$10,000.00.
- (ii) Non-Saturday Games:
 - a. For any Game which was originally scheduled to be played on Monday, Tuesday, Wednesday, or Thursday and which is rescheduled to be played on another Monday, Tuesday, Wednesday, or Thursday, Licensee is entitled to receive a payment of \$5,000.00.

All payments to which Licensee may be entitled due to Licensor's request to reschedule a Regular Season Game shall be payable on the date of the originally scheduled Game. Upon receipt of such written notice, the Licensee shall cooperate in good faith with the Licensor to reschedule such playing date. Licensor will assist Licensee with notifying the public of any game rescheduling by displaying a banner on Licensor's website for the Arena, sending email blasts to ticketholders for rescheduled game using licensee and licensor marketing databases, and marquee and signage at the Arena.

Section 2.4 [Intentionally Deleted].

Section 2.5 Playoff Schedule. As early in the season as possible once the League has established the playoff schedule format, Licensee will provide the Licensor with the proposed playoff schedule for the post season. Licensor agrees to assist the Licensee in providing the League with an appropriate number of "held dates" for the purpose of the developing a Post-Season Playoff Game schedule. Licensor will work with the Licensee to make premium Friday, Saturday and Sunday dates, as well as weekday dates, available to the Team for the purpose of such League Playoff Game scheduling. Notwithstanding the foregoing, Licensor cannot and does not guarantee, warrant or promise that any of the above-referenced "held dates," premium Friday, Saturday and Sunday or other weekday dates will be available to Licensee or the Team for purposes of Post-Season Playoff Games, and Licensee expressly warrants and represents that it shall not assert or allege that Licensor's failure or inability to schedule specific premium Friday, Saturday and Sunday or other weekday dates is a breach of this

Agreement in any way. Any assertion either directly or indirectly made by the Team or any team personnel regarding the fault of playoff date availability will be considered a violation of the Covenant of Non-Disparagement and Good Behavior- Section 24.17 of this agreement.

Section 2.6 Scheduling for Additional Prime Tenants. The Licensee agrees to work in good faith with the Licensor to accommodate the scheduling needs of any additional prime tenants which may also utilize the Licensed Premises and/or the Arena.

Section 2.7 Team Practice. There is no rental fee for the Licensee's use of the Licensed Premises during Practice Sessions (as defined herein). Furthermore, the Licensor will use its best efforts to make the ice rink available so that the Team and/or Visiting Team may practice in the Licensed Premises between the hours of 10:00 a.m. and 12:30 p.m. on any Home Game day (the "Practice Times"). To the extent the ice rink is not available during the Practice Times, the Licensor will use its reasonable efforts to provide the Team with at least forty-eight (48) hours advance written notice of such conflict. In the event that the Team shall desire to practice for the Games in the Licensed Premises at any time other than Practice Times (an "Alternative Practice Time," and together with Practice Times, the "Practice Sessions"), advance written permission must be given by Licensor. Without limitation, it shall always be deemed reasonable for the Licensor to refuse to give the Licensee permission for an Alternative Practice Time if (i) the usage and practice times will interfere with the usage of the Arena by other users and/or with the preparation of the Arena for usage by other users; or (ii) Licensor enters or has entered into a license agreement with (or other contractual arrangements for usage of the Arena by) other sports teams or other users which would preclude the Team from using the facility during such particular Alternative Practice Time. If Licensee requests that the ice rink be set-up other than in the ordinary course of Arena operations, then Licensee shall reimburse Licensor for its out-of-pocket costs in connection with such set-up. Licensee shall pay to Licensor any extraordinary costs and expenses reasonably incurred by Licensor in connection with a Practice Session as a Pass-Through Expense.

Section 2.8 Licensee Game Relocation. Upon ninety (90) days' notice, and with prior written approval of the Licensor, such permission to not be unreasonably withheld, Licensee shall be entitled to relocate up to three (3) weekday home games to another venue.

ARTICLE III TERM

Section 3.1 Term. The term of this Agreement (the "Original Term") shall commence on the Effective Date and end on June 30, 2022 and shall include only the 2021-2022 Season, unless sooner terminated pursuant to the provisions of this Agreement. Unless otherwise renewed or extended by written agreement of the Parties, then this Agreement shall terminate, without further action by or notice to either party, on the last day of the Original Term. Nothing in this paragraph shall be construed or

interpreted to limit Licensor's right to terminate this Agreement at any time in accordance with the termination provisions specified herein.

ARTICLE IV FEES AND EXPENSES

Section 4.1 Licensee Payments. Except as expressly stated to the contrary herein, in consideration for the right to use the Licensed Premises in accordance with the terms hereof, Licensee agrees to pay to Licensor the License Fees and Pass-Through Expenses in addition to all other sums required by this Agreement to be paid by Licensee.

Section 4.2 License Fees. The Licensee shall pay to Licensor a flat fee of per game (the "License Fees"), which fee shall be inclusive of any box office fee or HD connectivity fee that might otherwise be due and payable by similarly situated clients of Licensor, as follows

- (i). For any Game scheduled to be played on a Friday or Saturday, the License Fee shall be \$6,500.00 per Game;
- (ii) For any Game scheduled to be played on any day other than a Friday or Saturday, the License Fee shall be \$5,500.00 per Game.

Section 4.3 [Intentionally Deleted].

Section 4.4 [Intentionally Deleted].

Section 4.5 Game Settlement. By 12:00 p.m. on each Thursday of the Season, for the period of the preceding Tuesday through Monday, Licensor shall prepare a settlement statement (the "Game Settlement") listing by Game and by line item the following categories: (i) the Gross Ticket Receipts less the License Fees, Impositions, and any and all costs and expenses incurred by Licensor which Licensee is obligated to pay as Pass-Through Expense pursuant to this Agreement and (ii) the Adjusted Licensee Ticket Receipts. The failure of Licensor to include in any Game Settlement a cost, expense or fee which is to be paid by Licensee pursuant to this Agreement shall in no way be deemed a waiver of Licensee's obligation to pay any such cost or expense which may be included on any subsequent Game Settlement and shall be timely paid upon submission to the Licensee in accordance therewith. Licensee shall pay to Licensor all sums due and payable to Licensor hereunder reflected on such Game Settlement prior to the close of business on the day of delivery of same to Licensee. Similarly, except as otherwise provided in this Agreement, to the extent that Licensor owes any sums due and payable to Licensee hereunder, Licensor shall pay Licensee all such sums due and payable to Licensee hereunder reflected on such Game Settlement prior to the close of business on the day of delivery of the Game Settlement to Licensee.

Section 4.6 [Intentionally Deleted].

Section 4.7 [Intentionally Deleted].

Section 4.8 Ice Installation Reimbursement. As set forth in Section 5.3 of this Agreement, Licensor shall be responsible for the installation of the ice floor and costs associated therewith. In the event that Licensee fails to play at least 10 Home Games in the Game Day Licensed Premises, then the costs of installation of the ice floor shall remain and be borne by Licensor. However, if for any reason other than Licensor's termination of this Agreement Licensee fails or is unable to play at least 10 Home Games in the Game Day Licensed Premises, Licensee shall pay to the Licensor the sum of \$10,000.00 as reimbursement for the costs of installing and maintaining the ice floor.

ARTICLE V STAFFING AND TEAM EQUIPMENT

Section 5.1 Game Staffing. Licensor shall determine in good faith, using prudent business practices and in accordance with industry standards, but nevertheless in its sole discretion, the reasonable minimum staffing levels necessary to adequately and reasonably staff the Arena to provide services to spectators for the Games, including security, ushers, ticket takers, ticket sellers, sound personnel, light personnel, personnel for clean-up and waste removal, ice personnel, a zamboni driver, parking attendants, and emergency medical technicians. (the "Game Staffing"). Any additional staffing ("Additional Staffing") provided by Licensor pursuant to Licensee's request and/or in response to the matters set forth in Section 24.19 below, shall be provided at Licensee's sole additional cost and expense as an additional expense (an "Additional Staffing Expense"), and Licensor shall, subject to Licensee's payment of any Additional Staffing Expense, use reasonable efforts to accommodate Licensee's request for such Additional Staffing. The Additional Staffing Expense shall be paid by Licensee to Licensor as a Pass-Through Expense. Licensor shall determine in its sole and absolute discretion the nature and number of Additional Staff required as contemplated above, and shall retain and manage such Additional Staff as Licensor reasonably deems necessary under such circumstances.

Section 5.2 Licensee Staffing. Licensee shall be solely responsible for all staffing and the costs and expenses thereof related to the Games other than the Game Staffing (the "Licensee Staffing"). The Licensee Staffing shall include, but shall not be limited to, players, coaches, trainers, managers, scorers and scoreboard operators, video board operators, video board camera operators and directors, public address announcers, Team merchandise personnel, program sellers, statisticians, League officials, timekeepers, television production staff, spotlight operators, and other personnel related to or necessary for the presentation of the Games. To the extent that any of Licensor's equipment is used in connection with the Licensee Staffing, Licensor shall have the option to review the training provided to such Licensee Staffing by Licensee and/or provide such training itself with respect to such equipment prior to Licensee's use of same.

Section 5.3 Equipment. Licensee shall be solely responsible for supplying all athletic and related equipment used by the Team, the Visiting Team, the League officials and similar parties in connection with the Games and the Team's use of the Licensed

Premises (the “Team Equipment”). The Team Equipment shall include, but shall not be limited to, uniforms, skates, protective equipment worn by the players, sticks, pucks, medical equipment, training and exercise equipment and goods, and other athletic or athletic-related equipment. The Team Equipment shall not include the following, all of which shall be provided in reasonable working order by the Licensor: ice floor, ice-making system, one (1) ice resurfacing machine, goals, dasher boards, Lexan shields, team boxes, penalty boxes and scorer boxes, scoreboards, clocks, horns and lights as are reasonably necessary for the presentation of the Games (Licensee acknowledges that (i) such items will be provided on an “AS IS,” “WHERE IS” and “WITH ALL FAULTS” basis, including any defects whether patent or latent and (ii) that Licensor makes no warranty or representation in connection with the quality thereof or fitness for any particular use or purpose).

Section 5.4 Shielding and Support System. Licensor shall purchase and cause to be installed at the Arena a shielding and support system in an effort to prohibit objects (including hockey pucks) from leaving the Arena’s playing surface and entering the seating areas of the Arena. Licensee shall have an opportunity to inspect the shielding and support system installation and shall approve the use of such system. If Licensee locates or sees a fault within the shielding and netting system then the Licensee should notify Licensor in writing prior to playing any Games in the Arena.

ARTICLE VI LICENSOR’S SPECIAL WARRANTIES, REPRESENTATIONS AND COVENANTS

Section 6.1 Special Warranties, Representations and Covenants. Licensor hereby warrants, represents and covenants that it is organized and existing under the laws of the state of Georgia and that: (a) neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms of this Agreement, shall conflict with or result in a breach of the terms, conditions or provisions of any corporate restriction or any other agreement or instrument to which Licensor is now a party or by which it is bound, or constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Licensor under the terms of any instrument or agreement except as specified herein; (b) it has the right and authority to enter into this Agreement and to perform all the terms, covenants, provisions and conditions herein to be performed by it; and (c) it knows of no facts which would prevent it from complying with the terms of this Agreement.

Section 6.2 Survival. All warranties, representations and covenants made by Licensor in this Agreement shall survive termination of this Agreement.

**ARTICLE VII
LICENSEE'S SPECIAL WARRANTIES,
REPRESENTATIONS AND COVENANTS**

Section 7.1 Special Warranties, Representations and Covenants. Licensee shall use the Licensed Premises only for the purposes set forth in Article II. Licensee warrants, represents, covenants and agrees that during the Term, it shall (a) play and cause to be played all of its Home Games under and in accordance with League rules (however, player violations of League rules shall not be deemed a breach of this covenant), it being agreed that while such compliance shall be determined by the League, nothing herein contained or contemplated (including changes in League rules) shall have the effect of reducing any of Licensee's obligations hereunder or increasing Licensee's rights under this Agreement; (b) maintain its membership in the League in good standing; (c) hold and maintain any and all rights and Memberships to play hockey in the County in accordance with League rules, it being agreed that while such compliance shall be determined by the League, nothing herein contained or contemplated (including changes in League rules) shall have the effect of reducing any of Licensee's obligations hereunder or increasing Licensee's rights under this Agreement; (d) not cause such Membership rights to be lost or suspended in any respect or permit, acquiesce in or itself relocate the Team from the Licensed Premises or the Arena to any other location within or outside the Relevant Area, and (e) ensure that admission to all Games be on a basis which is nondiscriminatory as to race, sex, religion, disability, age, color, creed and national origin.

Section 7.2 Additional Special Warranties, Representatives and Covenants. Licensee hereby further warrants, represents and covenants that: (a) it is a duly organized limited liability company, existing and in good standing under the laws of the State of Georgia, and is authorized to do business in the State of Georgia; (b) neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms of this Agreement, shall conflict with or result in the breach of the terms, conditions, or provisions of any individual or corporate restriction or any other agreement or instrument to which it is now a party or by which it is bound, or constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of its property or assets under the terms of any instrument or agreement except as specified herein; (c) it has the right and authority to enter into this Agreement and to perform all of the terms, covenants, provisions and conditions herein to be performed by it; (d) it is in good standing with the League; and (e) it knows of no facts which would prevent it from complying with the terms of this Agreement. As of the date of execution hereof, Licensee represents and warrants to Licensor that Licensor is not in breach of nor is there any allegation of Licensor default by Licensee pursuant to the Existing Agreement.

Section 7.3 Survival. All warranties, representations and covenants made by Licensee in this Agreement shall survive termination of this Agreement.

**ARTICLE VIII
INSURANCE AND INDEMNIFICATION**

Section 8.1 Insurance. On or prior to July 1, 2021, Licensee agrees to obtain at its own expense, and to keep in full force and effect during the Term and for any other periods that Licensee may use or occupy any part of the Licensed Premises and the Arena, the insurance policies set forth in Exhibit A, attached hereto, with an insurance carrier or carriers rated A-6 or better according to A.M. Best Company, duly registered with the Secretary of State of the State of Georgia and licensed to conduct business by the Georgia Department of Insurance. Licensee's insurance policies shall provide coverage with respect to Licensee's obligations hereunder and shall be primary to any coverage Licensor or the County may have for the Arena.

Section 8.2 Named and Additional Insureds. Licensee and Licensor shall be the named insureds, while the County and Sugarloaf Gwinnett Center, LLC shall be named as additional insureds on each insurance policy required under this Agreement. A copy of the insurance policies required hereunder shall be delivered to Licensor on or prior to July 1, 2021. Licensee shall also deliver to Licensor, prior to any expiration of the insurance policies required hereunder, a new certificate of insurance demonstrating to Licensor that Licensee has all required policies set forth herein. All insurance coverage required by this Agreement must (a) except for nonpayment of premium, provide that no material change, cancellation or termination shall be effective until at least thirty (30) days after receipt of written notice thereof has been received by Licensor; (b) include a waiver of all rights of subrogation in favor of Licensor, Licensee and the County; (c) provide that immediate written notice of any cancellation, modification, notice or other communication from or by the company issuing such insurance be delivered to the Licensor and the County; and (d) state, after the reference to the above listed additional insured, that: "This coverage is primary to all other coverage the additional insureds may have with respect to the operations of the Licensee."

Section 8.3 Coverage by Licensor. In the event Licensee shall fail to obtain or maintain any of the policies of insurance required by this Agreement, then Licensor shall have the right, but not the obligation, to obtain such policies at Licensee's sole cost and expense. Licensee agrees to pay all premiums for said policies and any sums which may be paid or advanced by Licensor to secure such policies shall be deemed Pass-Through Expenses and shall be reflected on the Game Settlement.

Section 8.4 Licensee Indemnification.

(a) Except as may be otherwise provided herein, Licensee shall protect, indemnify, defend, save and hold harmless Licensor and the County from and against any and all damage to the Arena (including the Licensed Premises) and from and against any and all Claims and Costs incurred which arise from or are alleged to arise from injury or death to any person, including, without limitation, patrons, guests and invitees, or the damage, loss or destruction of any property which may occur on or in the Licensed Premises or the Arena, or which may arise or be alleged to arise from any act or omission

of Licensee, its employees, agents, contractors, subcontractors, licensees, servants, invitees (including, specifically, movie characters, “Cosplay” characters and/or theme night entertainers), other people assisting Licensee (whether on a paid or voluntary basis), participants and players (whether those of the Team or the Visiting Team) appearing in or at a Game (including personnel used in connection with the presentation of the Game other than personnel actually employed by or provided by Licensor hereunder), the shielding and support system referenced in Section 5.4 or anyone using or occupying the Arena as a patron or as an invitee or guest of Licensee, and breach by Licensee of this Agreement.

(b) In addition to the foregoing and for the avoidance of doubt, Licensee expressly acknowledges that it shall be solely liable for any and all Claims and Costs associated with its request that Licensor install Game specific equipment (including, specifically but without limitation, flooring mats) in the Licensed Premises as an accommodation to Licensee.

(c) For the avoidance of all doubt, in the event Licensor makes a demand for indemnity and defense from any insurer contracted with Licensee as required by the terms of Sections 8.1 and 8.2 of this Agreement, and any such insurer shall decline or deny coverage for indemnity or defense requested by Licensor, then Licensee shall be directly responsible for payment of all defense and indemnity costs directly. In the event Licensee fails to tender such payments when requested by Licensor, Licensee hereby grants and conveys to Licensor the absolute right to retain any and all proceeds otherwise due and payable to Licensee pursuant to any Game Settlement in any amount necessary to satisfy any costs of defense or claim costs, including sums payable to any party claiming against Licensor, incurred by Licensor.

Section 8.5 Notice of Indemnification Obligation. In connection with any indemnification provided pursuant to Section 8.4, Licensee shall so indemnify the Licensor only if Licensor shall give the Licensee prompt notice of any claim or litigation to which the indemnity applies; it being agreed that the Licensee shall have the right to assume the defense of any or all claims or litigation to which its indemnity applies and that the Licensor will cooperate duly (at the cost of the Licensee) with the Licensee in such defense and in the settlement of any such claim or litigation.

ARTICLE IX TICKET SALES AND SUITES

Section 9.1 Ticket Sales. Licensee represents and warrants that all ticket prices inputted into the ticketing system and/or provided to Licensor for said purpose shall be consistent with the ticket pricing actually charged by Licensee to customers. All ticket sales shall be made through Ticket Concessionaire, and any tickets sold via any other means (including, specifically, but without limitation, third party secondary sales initiated through an API with the Ticket Concessionaire (i.e. mass discount sales sites like Groupon, Goldstar, Groupmatics, InWeGo, PogoSeat, and VetTix)) are subject to a per-ticket charge equal to the current web outlet service fee charged by the Ticket

Concessionaire; provided, however, that no such service fees will be charged in respect of tickets purchased or sold via primary or secondary box office channels (but not any third party secondary sales). Licensor shall provide, or shall cause the Ticket Concessionaire, if any, to provide, certain ticket sales service at the Arena box office (including advance and day-of-Game ticket sales) for Games (excluding Season Ticket, which sales shall be made exclusively by Licensee) and all such ticket sales by Licensor will be made and administered in accordance with the ticket sales procedures established, from time to time, by Licensor for other comparable sporting events held at the Arena and at such reasonable times as Licensee may request Licensor to provide such ticket service. The Licensor shall provide the Licensee with a ticket terminal in the Licensee's office which will be linked to the Arena's ticket system. The Licensor shall be entitled to retain five percent (5%) of Net Gross Ticket Receipts from ticket sales (excluding Season Ticket sales), with a minimum fee of \$400 per game and a maximum fee of \$600 per Game. Five percent (5%) of Net Gross Ticket Receipts shall be applied to separate individual settlements on special voucher events. If Licensee requests the Box Office to open on non-traditional operating days and/or hours a minimum fee of \$400 will be applied per day. Any such amounts shall be deducted from the Gross Ticket Receipts on the Game Settlement. Licensor shall have no obligation to accept personal checks or credit cards for ticket sales through the Arena's box office unless Licensee accepts the full responsibility for the payment of any insufficient funds or non-payment thereon, in which event, all such costs and charges, including returned check and other charges shall be promptly reimbursed by Licensee to Licensor on demand. In addition, all charges associated with tickets paid for via credit card at the Arena's box office are the financial responsibility of the Licensee and will be deducted from the Gross Ticket Receipts on the Game Settlement.

Section 9.2 Ticket Sales Information. Within a reasonable time (not to exceed forty-eight (48) hours) after each Game, Licensor and Licensee shall exchange all available ticket sales information in order to produce a statement detailing: (i) the number of tickets sold or bartered by Licensee for such Game; (ii) the number of Complimentary Tickets distributed by Licensee for such Game; (iii) the Gross Ticket Receipts; (iv) the Adjusted Gross Ticket Receipts; (v) the Adjusted Licensor Ticket Receipts; and (vi) the Adjusted Licensee Ticket Receipts. Such statement shall be used to assist Licensor in the production of the Game Settlement. The information provided by Licensee pursuant to this section shall be kept confidential by Licensor to the extent permitted by law or unless otherwise required by a court of competent jurisdiction, except that Licensor shall have the right to disclose such information to its own representatives and consultants and to the County.

Section 9.3 Ticket Supply. Licensor shall invoice the Licensee for ticket stock. Licensee will be invoiced as a Pass-Through Expense of the expense incurred by Licensor.

Section 9.4 Limit on Complimentary Tickets. For purposes of the calculation of the Percentage Fee and for the maximization thereof, Licensee shall not issue more than five hundred (500) Complimentary Tickets for any Game. Licensor may

approve on a game by game basis to allow more than (500) complimentary tickets to be given up to four (4) times per season. If Licensee exceeds the allotted amount of 500 Complimentary Tickets a \$.50 per ticket fee shall be charged.

Section 9.5 Licensor Tickets. Licensee shall provide to Licensor at the same time advance tickets or Season Tickets, whichever is earlier, are issued, forty-five (45) premium tickets for each Home Game (which seats shall be located in the Arena's lower bowl between the blue lines and which shall be for contiguous seats in multiples of four (4)) at no cost or expense to Licensor for each Season during the Term. An additional fifteen (15) tickets shall be provided to Licensor which shall be located in the 115/116 section near the Zamboni tunnel for use by rink personnel ("Zamboni Seats"). It is expressly understood that the aforementioned tickets shall be for Licensor's exclusive use and that such tickets will not be sold by Licensor. In the event that any Home Game is played at a time in which Capacity Limits (as defined in Section 14.12 of this Agreement) are in place, the number of premium tickets provided to Licensee shall be reduced to ten (10), and the number of Zamboni Seats shall be reduced to five (5).

Section 9.6 Club Ticket Marketing. Licensor will not be obligated to include hockey tickets with club seat package sales. The Licensee shall participate in the effort to market hockey tickets to club seat holders.

Section 9.7 Annual Suite Leases. The Licensor shall, in good faith, attempt to sell hockey as part of its suite packages to any and all potential suite clients. However, if any client refuses hockey as tickets as part of its suite package, Licensor may lease any such suites without hockey tickets and no payment in respect of any such suites shall be due to Licensee. To the extent a full annual suite package shall include hockey tickets, these tickets permit the suite holder to attend all home games, excluding playoff games, at no additional charge to suiteholders. The amount of suite ticket revenue assessed for hockey tickets in the suite shall be equivalent to \$15.00 multiplied by the number of tickets allocated for each suite. Notwithstanding the foregoing, such revenue shall not become due and payable until such time as the Licensor has received payment from the suite lessor for such tickets. In the event that Licensor has any unsold suites, Licensor reserves the right to (a) lease such suites on a per-event basis, or (b) repackage such suite leases so that they shall be for one year or less and may or may not include hockey tickets.

Section 9.7.a Exception for Suites included in an Arena Sponsorship or Trade Agreement. In the event that a suite which is included as part of a sponsorship or trade agreement includes hockey tickets, the amount of hockey ticket revenue will be \$15.00 multiplied by the number of hockey tickets actually used (fulfilled) to gain admittance into the suite on any given game day. No ticket revenue is due Licensee for any unused tickets under this section. The revenue shall become due following each played hockey game and will be included in the Game Settlement.

Section 9.7.b Hockey Only Suite Products. In the event Licensor has unsold suites, Licensee shall have the right to lease such suites to third parties as part of a

“hockey-only package.” The inventory available for such “hockey-only packages” will be limited solely to unsold suites at Licensor’s discretion. All “hockey-only packages” must be approved in writing by the Arena’s Executive Director Marketing and Business Development prior to sale and a “hockey-only package” contract will only be deemed executed (and be honored) if signed by the Arena’s Executive Director Marketing and Business Development . The Licensor reserves the right to relocate the “hockey-only package” suite lessors to another suite at any time in the event each suite is leased by Licensor to a third party for an annual or multi-year suite lease package. Such “hockey-only packages” will be limited to one Season. The amount of suite ticket revenue assessed for hockey tickets in the “hockey-only package” suite shall be equivalent to \$15.00 multiplied by the number of tickets allocated for each “hockey-only package” suite. All ticket revenue for such above packages shall constitute Gross Ticket Receipts for purposes of this agreement, and the Licensor’s box office will handle all ticket transactions. “Hockey-only package” suite licensees shall not have rights to access their leased suite for events other than hockey and shall not be extended “right of first refusal” to purchase tickets for events held in the Arena other than hockey. Licensee shall be responsible for all damages to the suites that are leased as part of a “hockey-only package,” normal wear and tear excepted.

Section 9.8 Per Game Suite Leases. In the event any suites are not sold by the Licensor on an annual or multi-year basis, and not sold by the Licensee as part of a “hockey-only package,” both the Licensor and the Licensee shall have the right to sell such unsold suites to a third party on a per event basis for Games (the “Per Game Suite”); provided, however that the Licensor shall be granted first priority and take precedent in leasing unsold Per Game Suite leases should there be an instance where such a suite is double booked. For such Per Game Suite leases sold by the Licensee, the Licensee shall pay the Licensor \$75 per Club Level Suite lease and \$125 per Party Suite lease. Licensee shall be responsible for any food and beverage consumed in any such Per Game Suite in addition to the Per Game Suite rental fee, as well as any damage to the suite, normal wear and tear excepted. Such Per Game Suite lease revenue to Licensor shall be reflected on the Game Settlement. All suite inventories will remain in the custody and control of the Arena, and all Per Game Suite leases shall be approved in writing by the Arena’s Executive Director Marketing and Business Development . A Per Game Suite Lease contract will only be deemed executed (and honored) if signed by the Arena’s Executive Director Marketing and Business Development . For such Per Game Suite leases sold by the Licensor, the amount of suite ticket revenue assessed for hockey tickets in the Per Game Suite shall be equivalent to \$15.00 multiplied by the number of tickets allocated for each Per Game Suite. The revenue shall be included in the Gross Ticket Receipts and shall become due following each played hockey game and will be included in the Game Settlement.

Section 9.9 Licensor, Licensee Suites. Licensor shall receive the exclusive use of one (1) Club level suite per game. If available, Licensee shall receive the exclusive use of one (1) Club level suite per game. The tickets for this suite shall be complimentary with no monetary value. The intent of these suites is to allow both parties to entertain clients and guests. The Licensee’s use of this suite, if available, will be

limited only to Games and shall not extend to any other events at the Arena. In this regard, the Licensee may use this suite at its discretion for client or team entertainment at such Games and Licensee shall be responsible for all food and beverage charges incurred while using the suite. Such food and beverage charges shall be reflected on the Game Settlement. Such suite may or may not remain the same throughout the Season, and may or may not be available for every Game.

Section 9.10 Reissued Tickets. Except for any act or omission of Licensor, its agents or employees, Licensee agrees to indemnify, defend and hold harmless Licensor and the County from all Claims and Costs incurred which arise from or are alleged to arise from any claim made by any person with respect to the reissuance of any lost or stolen tickets or any tickets reissued by Licensee for any other reason.

Section 9.11 Escrow of Ticket Revenue. The Licensor shall be entitled to hold in escrow, in an interest bearing account in a banking institution chosen by it, any and all Gross Ticket Receipts it receives in contemplation of, or arising from, any Games or other Team events at the Arena pending the completion of such Games or events. Any interest accrued on such escrowed ticket revenues shall belong to the Licensor.

ARTICLE X CONCESSIONS AND MERCHANDISE

Section 10.1 Acknowledgement of Concession and Merchandise Agreement. Licensee is aware that the Licensor may enter into a Concession Agreement and a Merchandise Agreement which may give a third party, among other rights, the rights to sell food, beverages, catering and merchandise (including T-shirts and programs) in the Arena. Except as otherwise provided herein, Licensee shall not itself (or through any other party other than the Licensor and/or the Concessionaire and Merchandiser) sell refreshments, beverages, catering, tobacco products, flowers, candies, printed matter of any kind, novelties, souvenirs, T-shirts, photographs, or any other materials, items or promotions; provided, however, the foregoing shall not apply to those “give-away” and promotional items that have been approved in advance by Licensor or as are otherwise permitted pursuant to the terms of this Agreement. Notwithstanding anything in this Agreement to the contrary, Licensor shall have the right, in its sole discretion, to disallow any food, beverages, catering and/or merchandise that is inconsistent with the general welfare of the residents of the County.

Section 10.2 Concession Reservation. Except as otherwise provided herein, Licensee shall not be entitled to receive any portion of the sales proceeds derived from the sales of food and beverages of any kind and catering at the Arena whether pursuant to the Concession Agreement or otherwise. All pourage rights at the Arena are similarly reserved to the Licensor. Notwithstanding the foregoing, Licensee shall receive certain percentages of the portion of Game Day food and beverage sales proceeds received by Licensor from Concessionaire based on attendance (as calculated by reference to actual ticket office drop count), as follows: (a) 1-4,000 attendees: Licensee shall receive twenty-five percent (25%) of Licensor’s portion of sales proceeds; (b) above 4,000 attendees

Licensee shall receive thirty-five percent (35%) of Licensor's portion of sales proceeds. Licensee shall also receive fifty percent (50%) of the payment Licensor receives for the catering portion of any catering or banquet food sales related to group sales sold directly through the efforts of the Licensee (including without limitation, pre-game parties, packaged banquets and other similar sales), and (c) fifty percent (50%) of the payment Licensor receives for the catering portion of any food and beverage sales during the Games. Licensee acknowledges that employees, media, and PT staff and are therefore not used in calculating Licensee's revenue share under this section.

Section 10.3 Back Stage Catering. With prior approval of the Licensor, the Licensee may secure food and beverage services from vendors other than the Concessionaire for usage in the Team media room and to feed Team administrative personnel and Game day employees. If the Licensee uses the Concessionaire for the media room and to feed its employees or any backstage catering, Licensee will be responsible for all costs associated with said meals and will be billed directly from the Concessionaire.

Section 10.4 Merchandising Rights. Subject to the terms and conditions hereof, Licensee may sell certain Team and League merchandise and other hockey merchandise and Game programs (the "Hockey Merchandise") during Games in the Arena. Licensee may elect to negotiate with the Merchandiser regarding the sale of Hockey Merchandise, and if the Licensee reaches an agreement with the Merchandiser, then the Merchandiser shall be the exclusive supplier of Hockey Merchandise for sale during the Games. In any event, the Licensee is responsible for all product costs, labor and taxes associated with any Hockey Merchandise sales. Nothing herein shall restrict the rights of Licensor or Merchandiser to supply or sell any items of merchandise (other than Hockey Merchandise) at any time other than during the Games. Licensee shall retain one hundred percent (100%) of all revenues (after the deduction of any Impositions thereon) derived from the sale of any Hockey Merchandise sold by Licensee during the Games or at such other time as the Licensee shall sell such Hockey Merchandise at the Arena. Any sale of Hockey Merchandise by or for Licensee at the Arena other than during Games shall be subject to the prior written consent of Licensor. Licensee agrees that Merchandiser, if any (or if no Merchandiser, Licensor), shall be the exclusive vendor at the Arena for all items other than Hockey Merchandise. All items of Hockey Merchandise sold pursuant to this Section 10.4 shall be consistent with standards established by the Licensor in accordance with the community standards in the County for the general welfare of the residents of the County. Licensor recognizes that from time to time Licensee itself (or through Merchandiser), may desire to give away certain promotional items. Licensee recognizes that prior to giving away any promotional items, it must receive Licensor's prior written consent and that such giveaway shall not violate the terms of any Merchandise Agreement or Concession Agreement. Licensor may withhold its consent if Licensor determines, in its reasonable discretion, that the giveaway item in question will have an adverse effect on safety, or interfere in any way with the operation of the Arena. Licensee and Licensor agree that Licensor is not financially responsible for any hockey merchandise or giveaway items that are left or

stored in the arena storage or shipping and receiving areas, whether those items be damaged or lost under any circumstances.

Section 10.5 Licensee's Merchandise Sales and Storage Locations. The Licensor shall provide, at no charge to the Licensee, suitable locations for Team retail sales of Hockey Merchandise during each Game. Such merchandise sales locations may be permanent sales location(s) and/or temporary locations on the Arena concourse. Additionally, the Licensor shall provide, at no charge to the Licensee, locked storage space for the Hockey Merchandise.

ARTICLE XI PLAYING SURFACE

Licensor shall provide an ice hockey rink of approximately 200 feet long by 85 feet wide with ice hockey goals, dasher walls, plexiglass shields, and team boxes, penalty boxes and scorer boxes. The rink shall be marked in accordance with League regulations. Licensor shall be responsible for the reasonable cost of the maintenance and repair thereof (including the refrigeration equipment, scoreboards, public address systems, clocks, horns, lights and other fixtures and furnishings which are necessary to present a Game); provided, however, in the event that Licensee, its employees, and/or Team members or any invitees of Licensee negligently, recklessly or intentionally damage the refrigeration equipment, rink, goals, dasher walls, boxes, scoreboards, public address system, clocks, horns, lights fixtures, furnishings or any other equipment provided by Licensor hereunder, then the Licensee shall bear the entire cost and expense of the repair and/or replacement thereof. Notwithstanding the foregoing, Licensor and Licensee agree that Licensor shall not be responsible or liable for any fines, penalties or the like associated with the cancellation of a game due to physical loss of playing surface due to mechanical or electrical failure. Licensor will furnish material and labor to make equipment operational and work with Licensee to select a mutually agreeable date to reschedule the cancelled game.

ARTICLE XII FORCE MAJEURE

Neither Licensor nor Licensee shall be liable for failure to perform any of the obligations, covenants or conditions contained in this Agreement when such failure is caused by the occurrence of an Event of Force Majeure. An Event of Force Majeure shall not constitute an eviction of Licensee or give rise to any claim for damages, offset, recoupment, right of termination (unless governed by another express provision of this Agreement which specifically grants a right of termination under such circumstance) or other claim or right in favor of Licensee, except that if Licensee is unable to play a Game as the direct result of an Event of Force Majeure, Licensee, as its sole remedy and relief shall not be liable to Licensor for the payment of the License Fees or Pass-Through Expenses applicable to such Game and shall be permitted to play such Game away from the Arena. It is acknowledged and agreed by Licensee that Licensor shall not be liable to Licensee for loss of or injury to property, through or in connection with or incidental to

the furnishing of or failure to furnish any services or incidental to the performance or failure to perform any other covenant, obligation or condition, or any interruption to Licensee's business, however occurring, as a result of such Event of Force Majeure. Similarly, it is acknowledged and agreed by Licensor that Licensee shall not be liable to Licensor for loss of or injury to property, through or in connection with or incidental to the furnishing of or failing to furnish any services or perform any other covenant, obligation, or condition contained in this Agreement (provided that with respect to any Home Game not played within the Season in question due to an Event of Force Majeure, Licensee shall use reasonable efforts to reschedule any such Home Game), or for any interruption to Licensor's business, however occurring, as a result of such Event of Force Majeure.

ARTICLE XIII THE LICENSED PREMISES

Section 13.1 Licensed Premises.

(a) Licensor has agreed to provide to Licensee the Licensed Premises and agrees to maintain the Licensed Premises, subject to the terms and conditions of this Agreement, in good working condition, reasonable wear and tear expected. Licensor makes no warranty or representation of any kind (express or implied) to Licensee regarding the suitability of the Arena, the Licensed Premises, or of any portion thereof, as built, for any aspect of the use Licensee expects or intends to make of the Licensed Premises. Licensee hereby acknowledges and represents to Licensor (without any independent investigation or review by Licensor) that the League has approved for the Term, the Arena (including the Licensed Premises) for the playing of Games by the Team and Licensor shall be entitled to rely upon such representation for all purposes. Except as hereinabove provided, Licensee agrees that the Licensed Premises shall be delivered by Licensor to Licensee "AS-IS," "WHERE-IS," and "WITH ANY AND ALL FAULTS" and without any warranty, express or implied as to the merchantability or fitness for the use thereof for any particular purpose. Notwithstanding the foregoing, Licensor agrees, subject to the other terms of this Agreement, that it shall provide an ice hockey configuration including an ice rink that will permit Licensee to play its Games at the Arena.

(b) Subject to the last sentence of this Section 13.1(b), Licensor will, at the request of the Licensee, provide, install and maintain any additional construction, modifications, equipment (including, for example, flooring mats), furniture and other effects, and will provide such personnel, labor, materials and equipment as is reasonably necessary for the Licensee's use of the Licensed Premises and presentation of the Games, including, but not limited to, locker room modification, if necessary, and other matters or things not otherwise specifically addressed in this Agreement. Licensor shall have the right to approve all of the proposed plans, specifications and other details thereof prior to undertaking any action under this Section 13.1(b) and all expenses, charges or fees related to Licensor's actions (the "Construction Expenses") under this Section 13.1(b) shall be paid by Licensee to Licensor as Pass-Through Expenses. Licensor and Licensee

agree that should any such construction, modifications or alterations of the Licensed Premises be required by Licensee and/or League regulations or requirements, that Licensor shall make or cause to be made all such construction, modification or alterations if and only if (i) in Licensor's reasonable discretion such construction, modifications or alterations are not structural in nature and will not adversely affect in any way the mechanical, electrical, plumbing or life safety systems of the Arena or adversely affect the operation and other uses of the Arena; (ii) such construction, modification or alteration is not in conflict, in Licensor's reasonable opinion, with any of Licensor's understandings, undertakings or agreements with any other user(s) of the Arena; and (iii) Licensee shall pay to Licensor, in advance, the Construction Expenses for all such construction, modifications or alterations.

(c) The Licensor shall provide, at no additional cost to the Licensee, Game set up materials including, but not limited to, tables, skirting, pipe and drape, chairs, electrical outlets for up to twelve (12) Team merchandise and promotional locations on the Arena concourse (four tables for two merchandise locations, two tables for customer service, one table for post-Game autographs, two tables for chuck-a-puck, one table for "community organization of the night," one Game sponsor table and one booster club table).

Section 13.2 Licensee Improvements. At the expiration of the Term, Licensee shall have the right to remove at its sole cost and expense any improvements to the Licensed Premises paid for by it; provided, however, Licensee shall be responsible at its sole cost and expense for repairing any damage to the Arena resulting from the removal of any such improvements and for restoring the Arena to its condition prior to the making of any such improvements. Subject to Licensee's right to remove such improvements pursuant to this Section 13.2, all improvements paid for by Licensee at the Licensed Premises and not removed by Licensee pursuant to this Section 13.2, shall, immediately upon such construction, become and remain the property of the Licensor, and Licensee shall have no right, title or interest (including lien interest) therein except only as Licensee under the provisions of this Agreement. Any such improvements paid for by Licensee are not intended as any nature of rent or compensation to Licensor.

Section 13.3 Labor and Material. With respect to any improvements to the Licensed Premises paid for by Licensee, Licensee acknowledges that neither the County nor Licensor shall be liable for, and Licensor and the County hereby expressly disclaim any liability for, the cost of labor performed or materials furnished. Any approval given by Licensor with respect to any such improvements paid for by Licensee shall not make Licensor or the County liable or responsible in any way for the condition, quality or function of any such improvements or constitute any undertaking, warranty or representation by Licensor with respect to any of such matters. Except as otherwise provided here, Licensee agrees to indemnify, defend and hold Licensor and the County harmless from all Claims and Costs which arise from or are alleged to arise from any act or omission of Licensee or its agents, employees, contractors, subcontractors, laborers, mechanics, materialmen or invitees or arising from any bodily injury or property damage occurring or alleged to have occurred incident to any work paid for at the behest of

Licensee with respect to any such improvements at the Licensed Premises other than for any Claims or Costs resulting from the gross negligence or willful acts of Licensor for which Licensor is adjudicated guilty by a court of competent jurisdiction not subject to further appeal or review. In the event Licensor is ultimately reimbursed for Claims or Costs previously paid by Licensee to Licensor pursuant to this indemnification then Licensor shall refund to Licensee any such amounts already paid.

Section 13.4 No Signage. Except as otherwise provided in this Agreement, Licensee shall not display or erect any lettering, signs, pictures, notices or advertisements upon any part of the outside or interior of the Arena or make any alterations or improvements in or to the Licensed Premises or the Arena without the prior written consent of Licensor which may be withheld in its sole and absolute discretion.

Section 13.5 Licensor Approval. In all circumstances where any furniture, fixtures, equipment, and/or personal property might reasonably be anticipated to affect the physical condition or operation of the Arena, Licensor shall have the reasonable right to determine the type and weight of any such furniture, fixtures, equipment, and/or personal property of every type brought into the Arena by Licensee; provided, however, these prerogatives of Licensor shall be exercised by Licensor in a good faith manner which does not unreasonably interfere with usage of the Licensed Premises by Licensee for the purposes herein provided, but in accordance with the design criteria of the Arena and, where applicable, the standards of other reasonable prudent operators of arenas which are comparable with the Arena.

Section 13.6 Cooperation With Other Users. Licensee acknowledges that the Arena (including portions of the Licensed Premises) and the various parts thereof and areas therein are and will be used for the holding or presentation of activities, events and engagements other than the Games and that in order for the Arena to operate as efficiently as reasonably practicable, Licensee understands and agrees that it may or will be necessary for Licensor to prepare a schedule limiting the times Licensee and other users of the Arena may use certain facilities at the Arena including, without limitation, entrances, box office, exits, parking areas, truck ramps, receiving area, marshalling areas, locker rooms and related facilities, storage areas, passenger and freight elevators and concession and merchandising areas. Licensee agrees that Licensor shall have the sole authority to establish the schedules for the use and availability of such services and facilities and to determine when and the extent to which the sharing of any such services, facilities and areas as is necessary or desirable, in Licensor's reasonable judgment, and Licensee agrees to comply with any schedule(s) so established and to cooperate in any sharing arrangements so determined. In no event shall Licensee enter or use any area, part, service or facility of the Arena other than the Licensed Premises without first obtaining Licensor's consent and approval which may be withheld in Licensor's discretion. Further, Licensee and Licensor agree to cooperate in good faith with each other and with those persons that may be using other portions and areas of the Arena, especially during periods of ingress and egress by others, in order to make mutual use of the Arena reasonably harmonious and agreeable to all Arena users.

Section 13.6.b Non-Game Days. On non-game days, when another client has leased the facility, Licensee and all related staff, players, coaches and/or visitors are prohibited from entering any area of the Arena, with the exception of Licensee Non-Game Day Licensed Premises, without written permission from an Infinite Energy Center representative. Any permission given by an Infinite Energy Center representative to enter a non-designated area, must include exact ingress and egress times and must also designate a specific entrance location. Further, there will be occasions when access to the Non-Game Day Licensed Premises will be restricted or prohibited due to event activities at the Arena. Licensor will provide Licensee advanced warning and notification of these restrictions and will work in good faith to accommodate the needs of the Licensor in advance of the restrictions.

Section 13.7 Preservation of Premises. Licensee covenants that in connection with its use of the Licensed Premises, it, its employees, agents, contractors and/or subcontractors will not in any way, at any time damage, mar, nor in any manner deface the Arena or its equipment (ordinary wear and tear excepted), nor shall Licensee or anyone on its behalf drive or permit to be driven any nails, hooks, tacks or screws in any part of the Arena, parking areas or equipment, nor shall Licensee or anyone on its behalf make or allow to be made any alteration of any kind therein without express written permission of Licensor in each and every instance. Notwithstanding the foregoing covenant, Licensee agrees that any damage, of any kind, (ordinary wear and tear excepted) to the Licensed Premises, the Arena, the parking areas or the equipment, property or improvements contained within the Licensed Premises or the Arena caused by the negligent or willful acts or omissions of Licensee, its employees or agents, contractors or subcontractors hired by Licensee, its use or possession of the Licensed Premises or the Arena shall be the sole responsibility and liability of Licensee and Licensee unconditionally agrees to fully reimburse Licensor, upon demand, for the cost of replacement or repairing damage thereto or Licensee shall, at the sole option of Licensor in its discretion, make or cause to be made such restoration and repairs at Licensee's sole cost and expense, in accordance with the specifications set forth by Licensor. Licensee also agrees to promptly reimburse Licensor, upon demand, for the costs of renting and/or leasing any replacements thereto until the same are repaired or restored, and for the loss of revenue resulting from the inability to use said property, equipment and/or the Licensed Premises and/or the Arena or any portions thereof. The obligations of Licensee set forth in this Section 13.7 shall expressly survive the termination or expiration of this Agreement.

Section 13.8 Utilities. Licensor will utilize its reasonable discretion as to the supply and utilization of all utilities, and will attempt, subject to the terms of this Agreement, to accommodate Licensee's reasonable requests in connection therewith which do not interfere with the use of the Arena by other users or the operation of the Arena. Licensor or its designee can interrupt any utilities and/or order an evacuation of all or any portion of the Licensed Premises, or cause to be removed therefrom any person or group of persons, any materials, equipment or other items if, in Licensor's sole judgment, danger is imminent, or dangerous circumstances have already occurred, or such action is necessary to secure the safety and welfare of person or property. In no

event shall Licensor have any liability to Licensee on account of any interruption in any of such utilities or as a result of any such evacuation or removal, howsoever caused, and in no event shall any of the foregoing constitute an eviction of Licensee or give rise to any offset, recoupment, right of termination or other claim or right in favor of Licensee, for all of which Licensee hereby fully and forever waives and releases any right or claim for damages (of any kind, whether actual, special or consequential) or other relief (of whatever kind) against Licensor, its agents or servants.

ARTICLE XIV LICENSOR CONTROL OF ARENA

Section 14.1 Entrances, Non-Public Areas. Licensor reserves the right to exercise control over entrances to and exits from the Arena, including the locking or unlocking thereof; provided, however, this right of Licensor shall not unreasonably interfere with the usage of the Licensed Premises by Licensee for the purposes herein provided, and also provided that the Arena shall be (except in the event of an emergency or as a result of an Event of Force Majeure) open to the public at least sixty (60) minutes prior to the scheduled time for the face-off for a particular Game. Without in any way creating a duty upon Licensor with respect to the public areas of the Arena, it is expressly understood and agreed that Licensor shall have no duty or obligation whatsoever to provide any security in non-public areas within the Arena. Articles, fittings, materials and equipment shall be brought into or removed from the Licensed Premises or the Arena only at entrances and exits designated by Licensor and pursuant to rules and regulations, from time to time, promulgated by Licensor which regulate such subjects.

Section 14.2 Parking. Licensor shall provide Licensee for use during its Games, for its employees' use, with seventy-five (75) non-exclusive, unreserved parking spaces within the parking deck located at the Arena during each Season, at no additional cost to Licensee. Additionally, the Licensee will be restricted to four (4) parking spaces in the back lot located at the Arena player entry doors. This restriction will apply at all times (including, specifically, Game day and Practice days). Licensee acknowledges that Licensor shall charge all Game attendees for parking (including Suite holders and Season Ticket holders). All revenues of whatsoever kind derived from the use, ownership and operation of the Arena's parking facilities, whether during Games or at other times, shall belong exclusively to Licensor without any accountability to Licensee. During non-game days, Licensor will make a good faith attempt to provide parking to Licensee, however Licensor cannot guarantee parking for Licensee's team bus, team players' cars and/or employees' cars.

Section 14.3 Access to Licensed Premises. Licensor, and its representatives, agents and designees, while on official business (including for maintenance purposes), shall at all times have full access to the Licensed Premises and the Arena upon presentation of bona fide credentials issued by Licensor. Similarly, Concessionaire and Merchandiser and each of their representatives, agents and designees, while on official business (including for maintenance purposes), shall at all times have full access to the Licensed Premises and the Arena upon presentation of bona fide credentials issued to

them by Licensor, except that access to the Licensee's locker room and storage area during the Season shall (except in the event of an emergency) only be permitted with Licensee's consent, which consent shall not be unreasonably withheld or delayed.

Section 14.4 Announcements. Licensor, during Game Times or otherwise, may cause Licensee to announce, or Licensor may announce if the Licensee unreasonably refuses to announce, over the sound system, the scoreboard, telescreens and any other message equipment in the Arena, emergency messages, promotional messages, and announcements concerning future events to be held in the Arena, and any other announcement or message, provided such announcements shall not unreasonably disrupt or interfere with the presentation of the Games. Similarly, Licensee may request that Licensor announce, or cause to be announced, during Arena events, when the Arena is utilized by other users, any upcoming Games, provided such brief announcements shall not unreasonably interfere with the presentation of such other events.

Section 14.5 Arena Name. The rights to the Arena Name, and all interest, proceeds, benefits, revenues, issues and profits of any kinds derived therefrom shall remain the property of the Licensor and Licensee shall have no right, title, claim or interest therein of any kind or nature. Licensee agrees to refer to the Arena, including, without limitation, the Licensed Premises, only by the Arena Name or such other name or names as the Licensor from time to time designates. Licensee shall have the right to refer to the Arena Name in connection with disseminating information as to the location of the Games and the sale of Game tickets. Except in the ordinary course of business, Licensee shall not, without the prior written consent of Licensor, which may be withheld in Licensor's sole discretion, utilize the name of Licensor, the Arena Name or any Arena logo(s), for any other purpose nor shall Licensee utilize for commercial value, directly or indirectly, without the prior written consent of Licensor which may be withheld in Licensor's sole discretion, any photograph, drawing, design, picture or other depiction of the Arena or any portion thereof. Except in the ordinary course of the Team's business, Licensee shall not circulate or publish or cause to be circulated or published any advertisement, photograph, design, picture, drawing, ticket, placard, or other written or printed matter, or any photograph, motion picture, television, tape recording, website, social media or other similar matter wherein Licensor's name, the Arena Name, Arena logo or photograph of the Arena facilities and/or activities within the Arena, whether hockey related or not, is mentioned or referred to without the prior written consent of Licensor, which consent shall not be unreasonably withheld, or any photograph, motion picture, television, tape recording or other similar matter related to non-hockey events; provided, however, any right of Licensee granted hereunder to use the name of Licensor, the Arena Name, Arena logo(s) or any drawing, design or depiction of any kind of any of the foregoing, shall terminate upon the expiration of the Term or sooner if the Agreement is sooner terminated in accordance with the terms hereof. Except in the ordinary course of business, including but not limited to, for marketing and promotional purposes, Licensor shall not, without the prior written consent of the Licensee, which consent shall not be unreasonably withheld, utilize the name, logos, trademarks or designs of Licensee, the Team or the League.

Section 14.6 Rules and Regulations. Licensor reserves the right, exercisable from time to time as reasonably determined by Licensor, to promulgate, establish, rescind and modify the rules and regulations concerning the Arena and related services, personnel, equipment, materials and appurtenances, and the use thereof by Licensee, as well as the placing of all furniture, fixtures, equipment and other property therein by users of the Arena, including, without limitation, Licensee; provided, however, no such rules or regulations shall have the effect of denying or impairing, in any material respect the rights of Licensee provided for in this Agreement. Further, Licensor reserves the right to control the management and operation of the Arena and to enforce all necessary, proper and reasonable rules for the management and operation of same.

Section 14.7 Unauthorized Entry. Licensee shall not, without the prior written consent of Licensor, consent to or allow anyone other than persons holding tickets, press and media personnel, and personnel authorized by Licensee with the appropriate credentials from Licensor, consistent with the permitted uses hereunder, League officials, and the players of the Team and the personnel and players of any Visiting Team, to use the Licensed Premises or any portion thereof. The general public shall not be allowed on the playing surface at any time, unless in connection with a Licensee promotion which has been previously approved in writing by Licensor in accordance herewith.

Section 14.8 Fire Hazards and Hazardous Materials. Licensee agrees that no gasoline, acetylene or other fuel or combustible substance or any other materials which are not fireproof shall be admitted to the Arena or the Licensed Premises. Licensee agrees not to bring, or allow to be brought, into the Arena or Licensed Premises any material or equipment which could constitute a hazard to property or persons. Licensee shall indemnify, defend and hold harmless Licensor and the County from, against and in respect of any and all Claims and Costs whenever arising or incurred, relating to (a) any environmental law and arising out of (i) any act or omission of Licensor or its officers, directors, employees, agents or representatives or (ii) the use or operation by the Licensee of the Licensed Premises and (b) Licensee's use of any material or equipment which could constitute a hazard to property or persons.

Section 14.9 Ejections. Licensor shall have the right, in Licensor's sole discretion, to refuse admission to or eject any person from the Arena who behaves in such a manner as to endanger the person or property of others, or who is a public nuisance. Such right may be exercised by Licensor through Licensor's agents, police, Licensee or Licensee's agents.

Section 14.10 Lost and Found. Licensor shall have the sole right to collect and have the custody of articles left on the Licensed Premises or within the Arena by persons attending any Game, performance, exhibition or entertainment given or held in the Arena, and Licensee or any person in Licensee's employ shall not collect nor interfere with the collection or custody of such articles. Licensor agrees to maintain a "lost and found" operation for such articles in the ordinary course of business; provided, however, in no event shall Licensor be liable for any lost articles or for the storage of any such lost articles.

Section 14.11 Interruptions Due to Construction. During the term of this Agreement, Sugarloaf Gwinnett Center, L.L.C., an affiliate of Licensor, is undergoing an expansion and renovation (the “Construction”) of the property commonly known as the “Infinite Energy Center”, including, without limitation, the “Infinite Energy Arena”, and located at 6400 Sugarloaf Parkway, Duluth, Georgia (collectively, the “Infinite Energy Center”). Licensee acknowledges that there is the potential for a temporary disruption and/or inconvenience at the Arena and/or Infinite Energy Center, including, specifically, but without limitation, the Licensed Premises, as the result of the Construction. Licensor will make all possible effort to minimize and limit these issues as to not impede the Licensee’s ability to hold its scheduled event. In the event of an Interruption, Licensor shall not be deemed to be in default of this Agreement. In the event that such an interruption delays, blocks or cancels any of the games, then best efforts made by both parties to remedy a solution.

Section 14.12 Diminished Seating Capacity. During the term of this Agreement, Licensee acknowledges and agrees that various federal, state, or local authorities may impose on Licensor requirements that will result in diminished or decreased seating capacity or occupancy capacity within the Arena (“Capacity Limits”). Licensee acknowledges the possibility of Capacity Limits, and agrees to abide by any such Capacity Limits announced to Licensee by Licensor. In the event of a Capacity Limits, Licensor shall not be deemed to be in default of this Agreement, and there shall be abatement or adjustment to License Fees or other fees payable by Licensor as a stemming from, relating to, resulting from any such Capacity Limits.

ARTICLE XV ADVERTISING

Section 15.1 Advertising.

(a) All Infinite Energy Center exclusive sponsorship partners, including but not limited to Infinite Energy and/or any successor energy provider sponsorship partner, shall have exclusivity protection. Upon request, Licensor shall provide Licensee with a list of Infinite Energy Center Sponsorships and exclusivity provisions. Licensor and Licensee acknowledge and agree that no advertising will be permitted within the Arena by Licensee without the prior written consent of Licensor, in Licensor’s sole discretion. Subject to the foregoing, Licensee shall have the right to sell advertising and sponsorship signage and receive revenues relating thereto, for announcement, identification and display during Game Times, (i) on or under the playing surface (including under-ice logos) and the temporary bowl, (ii) on the bench and Team Equipment, (iii) over the public address system, (iv) on the goals, the dasher board and panels around the playing surface, (v) on the digital video end boards, and temporary concourse signage as permitted by Licensor, (vi) on easels and temporary banners, (vii) on ticket headers, ticket backs and ticket envelopes for Season Tickets, (viii) on temporary inflatable blimps and the Zamboni and (ix) as otherwise permitted by Licensor (all of the foregoing being collectively hereinafter referred to as the “Permitted Advertising Locations”). Except as is otherwise set forth herein, the Licensee is responsible for the production and

installation of all advertising allowed in the Permitted Advertising Locations. The Licensee shall not be responsible for the costs of the reinstallation of any advertising which is removed by the Licensor during the Season in connection with the removal and subsequent replacement of the ice hockey rink during such Season. Licensee agrees to work in good faith with the Licensor (or its designee) in connection with the sale of advertising “packages” within the Arena.

(b) The Arena Name is to be displayed under-ice by the Licensee in a circular format around the center-ice face-off circle. In the event the circular format is not applicable, Licensee shall submit an alternative format to Licensor in writing. Licensor reserves all right of approval on alternative format. The Licensor shall provide and pay for the vinyl lay-in of the Arena Name. Licensee shall pay for any additional vinyl lay-in advertising and Licensor shall be responsible for the initial installation of the ice once at the beginning of the season. Licensor shall be responsible if, at any time when during the season the Licensor, for operational reasons, Licensor deems it necessary to remove the ice and reinstall it thereafter for other event activity (for example, Ringling Brothers and Barnum and Bailey Circus). The Team logo, the Arena Name around the center-ice face-off circle and eight (8) under-ice logos will be permitted as part of the License Fee. Any under-ice logos displayed by the Licensee in excess of the eight (8) displays referenced in the preceding sentence will be billed to the Licensee at the rate of \$500 per location per time the ice is set-up in the Arena. The Licensor will allow the Licensee to display up to ten (10) under-ice logos, consistent with industry standards, in addition to the Team logo and the Arena name displayed around the center-ice face-off circle.

(c) With the exception of the Permitted Advertising Locations, no advertising may be placed or permitted by Licensee anywhere within or outside of the area immediately adjacent to the Arena or the Licensed Premises. No advertising of Licensee shall be visible other than during Game Times. In the event that Licensee advertising is visible during non-Game Times, then Licensor shall have the right in its sole discretion and at Licensee’s sole cost and expense to remove, drape, cover, shield or otherwise keep such Licensee advertising from view. Licensee shall provide a list of all of its current advertisers to Licensor upon request. As between Licensor and Licensee and, except as provided for in this Article XV, no other advertising, sponsorships, signage and/or identification by or on behalf of Licensee shall be permitted in or at the Arena. In the event the location(s) in the Arena for the hanging and display of banners is a restricted access area, as designated by Licensor, then Licensor shall hang such banners for Licensee, and the cost to Licensor therefore shall be reimbursed by Licensee to Licensor as a Pass-Through Expense. Licensee shall be responsible for, at Licensee’s cost and expense, the production of and putting up and removal of all temporary banners (except as otherwise provided herein) immediately before and after each Game unless no event is then scheduled in the Arena prior to the next scheduled Game, in which case such temporary banners may remain hanging in the Arena through the duration of such subsequent Game.

Section 15.2 Approval of Advertising. Licensee shall advise Licensor regarding its advertising material (copy, content, physical configuration and layout). Any

such advertising material placed or caused to be placed by Licensee in the interior of the Arena shall be in accordance with the general welfare of the County and shall be subject to removal by Licensor, in each event as determined in the Licensor's sole discretion.

Section 15.3 Costs of Advertising and Promotion. Licensee shall responsible for and shall bear all costs of advertising and promotion of Games, including, without limitation, the cost of all text, copy, logo stencils, video or art work utilized or incurred in connection therewith and all commissions, costs, fees and other expenses associated therewith, and Licensor shall not be responsible or liable in any manner therefor. Licensee agrees that the context of all advertising and promotion of all Games shall be truthful and accurate. Licensor shall provide and pay for all hockey rink white paint, all logo paint, paint for all lines, circles, and goal creases, and furnish the labor necessary to paint and install the ice once at the beginning of the season and at any time when during the season, the Licensor, for operational reasons, deems it necessary to remove the ice for other event activity (for example, Ringling Brothers and Barnum and Bailey Circus). If ice is altered at the bequest of the Licensee during the season and cannot be scheduled during a Licensor scheduled installation or removal, all costs shall be the responsibility of the Licensee (by way of example, but not of limitation, mid-season logo changes or additions). Licensor shall provide paint and labor for one (1) special event per season (i.e. Pink in the Rink or Green for St. Patrick's Day). For any other promotional events, paint and labor costs will be the responsibility of the Licensee. All products must be approved by Licensor prior to purchase to ensure quality.

Section 15.4 Advertising/Signage Revenues. Except for Licensee's right to advertise in the Permitted Advertising Locations, all other advertising rights and signage rights with respect to the Arena are expressly reserved to Licensor, and all revenues and other benefits derived therefrom shall be for the benefit of Licensor without any accountability to or sharing by Licensee. The Licensee may advertise, at no cost to the Licensee, ticket sales and upcoming events on the Arena's outdoor marquee(s) with the prior approval of the Licensor. Such approval is not to be unreasonably withheld by the Licensor but is and shall be subject to the Licensor's advertising and sponsorship agreements for any such outdoor marquee(s). Additionally, the Licensor is to receive all revenue from all permanent Arena signage, including but not limited to revenues related to Digital Ad Space on Arena Video Boards located on the Arena scoreboard. The Licensee expressly acknowledges that it shall have no right to any revenues received by the Licensor in connection with the naming and/or sponsorship of the Arena. All advertising agreements entered by Licensee shall provide (i) that they are subject to this Agreement; and (ii) that all advertisers will, upon request, submit all advertising and required advertising format to Licensor for prior approval; and (iii) that the advertisers in such agreements shall be obligated to pay (for benefit of Licensor if Licensor otherwise would be required to bear such cost) all such costs and expenses as are customarily borne by advertisers in similar contracts, including, in such costs to be paid by advertisers, without limitation, any costs incurred by Licensor in converting the submitted advertising material into a format that can be displayed on the scoreboards, message boards and/or signage structures as applicable. Licensee shall provide Licensor all advertising copy in the required advertising format related to advertisements as soon as received by Licensee,

but in no event less than three (3) days before said advertising copy is to be displayed or exhibited as an advertisement in any of the Permitted Advertising Locations.

Section 15.5 Licensee Advertising Commission. If Licensee and/or Licensor advertising is sold by the other party on an a la carte or individual basis, the seller will receive a ten percent (10%) commission per year (the “Advertising Commission”), limited to one (1) year renewal, of gross cash sales that are generated by the seller’s primary efforts. To qualify for the Advertising Commission, the party must demonstrate that the sale of such advertising was made primarily by the seller’s efforts and not through the efforts of others. Payment in full for any Advertising Commission is to be made on November 1 of each year of the Term; provided, however that if the advertising owner has not received payment for the advertising giving rise to such Advertising Commission prior to November 1, such commission shall not become due and payable until such time as the advertising owner has received payment from the advertiser for such advertising.

Section 15.6 Product Category Rights of First Refusal. Licensee acknowledges that Licensor intends to grant advertisers certain signage rights within the Arena (the “Prospective Advertisers”). By the execution hereof, Licensee hereby grants to the Prospective Advertisers a right of first refusal, by product category advertising, in the Permitted Advertising Locations. Each such Prospective Advertiser shall have a period of four (4) weeks following the receipt of written notice thereof from Licensee, to negotiate an agreement with Licensee to advertise, as to such product category, within the Permitted Advertising Locations. In no event shall Licensee grant or attempt to grant any exclusive product sales rights in the Arena as part of Licensee’s grant of any advertising rights in the Permitted Advertising Locations, without the express prior written approval of the Licensor, and any attempt to do so shall be void and of no effect. Licensee agrees to work in good faith with the Licensor (or its designee) in connection with the sale of advertising “packages” within the Arena.

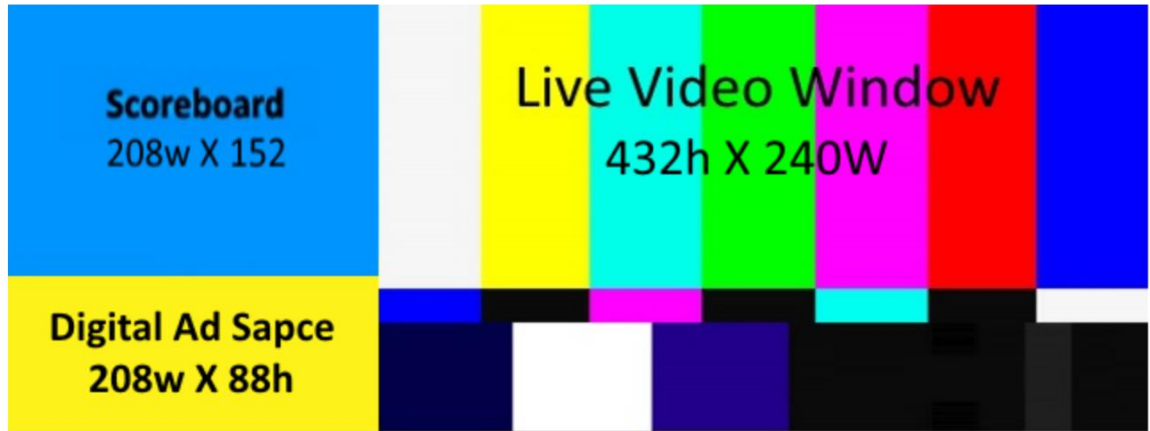
Section 15.7 Indemnification for Advertising Matters. Unless otherwise provided in the License, Licensee shall be solely responsible (as between Licensor and Licensee) for the installation and removal costs of such advertising and material to cover such advertising. In such connection, Licensee agrees to indemnify, defend and hold Licensor and the County harmless from and against any and all Claims and Costs, incurred or which arise, or are alleged to arise, directly or indirectly, out of the installation and removal and/or the content or nature of any advertising conducted or permitted by Licensee in the Arena. Included within the scope (but not intended as a limitation) of this indemnification shall be any and all Claims and Costs incurred which arise from or are alleged to arise from, directly or indirectly: (a) Licensee’s displaying advertising or sponsorships which violate the terms of this Agreement and (b) the use or display of the name or picture of any individual and Claims and Costs incurred which arise or are alleged to arise, directly or indirectly, from any claim of infringement upon or violation of copyright, promotional or sponsorship rights. Additionally, Licensee covenants to ensure that Licensor and the County are included as express third party beneficiaries of any indemnities Licensee receives or requires under any advertising

contracts between Licensee and its advertisers. Furthermore, Licensee assumes all responsibility for and shall indemnify, save and hold harmless Licensor and the County against the payment of all royalties and publishing, licensing or other fees whatsoever and any trademark, trade name, copyright or patent infringements that may occur in connection with the use of any trademark, trade name, copyright or patented material in connection with the operation of the Team, the playing of the Games, Licensee's participation in the League and Licensee's use of the Licensed Premises, or promotion or advertisement thereof, therefrom or therein.

ARTICLE XVI SCOREBOARD AND PUBLIC ADDRESS SYSTEM

Subject to the rules and regulations of Licensor from time to time in effect governing such use, Licensee shall be permitted to utilize the Arena digital end boards, digital fascia signage, and public address system located within the Licensed Premises during the Game Times and at no other time. The Licensor shall provide an operating system for the Arena digital video end boards, and the public address system, to be provided on an "AS-IS, WHERE-IS, WITH-ALL FAULTS" basis by Licensor. Licensee shall be solely responsible for all costs associated with providing an operator to run the digital video end boards, and public address system during all Game Times. The Licensee shall control the content and displays on the Arena's digital video end boards, including text messages and public address system during each Game, subject to the specific provisions below:

Digital Video End Boards: With respect to the digital video end boards, Licensor shall have sole rights to the Infinite Energy Center Advertising Space #1 ("Digital Ad Space") as depicted in the diagram below, and shall be granted use of the entire digital video end boards for two (2) thirty second (:30) commercials to use at its' discretion (once during the first intermission and once during the second intermission). Licensee reserves the right to utilize the full screen of the digital video end board (specifically including the Scoring Graphic, Digital Ad Space and Live Video Window as shown in the diagram below) for a maximum of five (5) minutes during the team entrance prior to the First Period, and shall be limited to ten (10) full screen promotions on the digital video end board following the National Anthem until the conclusion of the game.



Public Address System: With respect to the public address system, Licensee shall provide Licensor with a minimum of six (6) 20-second promotional announcements without video each Game for use at its discretion.

Except as otherwise set forth herein, the Licensor is responsible for the production costs of and is entitled to receive all revenues associated with any commercials by Licensor. Subject to the provisions of Article XIII, Licensor shall provide normal and incidental maintenance and minor repair for such equipment. Licensee’s use of the digital video end boards, and public address system for advertising, however, shall be limited as provided in Article XV. Licensee is permitted to display the Live Game feed on the television monitors; however, Licensor reserves the sole right to display content each Game to use at its discretion. Any revenues associated to the content, shall be received by Licensor.

ARTICLE XVII TELECAST AND RADIO RIGHTS

Section 17.1 Licensee’s Rights. Licensor hereby disclaims to Licensee the sole and exclusive right to Telecast and to broadcast by radio transmission all Games, subject, however, to the provisions of Sections 17.2. All rights other than Telecast rights and radio transmission rights are hereby expressly reserved to Licensor. Additionally, Licensee shall have the sole and exclusive right to provide a “shared or exclusive feed” of the Telecast to any third party wishing to Telecast the Games from the Arena in the home ADI of the Visiting Team and receive the revenues relating thereto. Any such “shared or exclusive feed” and the provision of such facilities to such third party shall be subject to the rules and regulations, promulgated from time to time by Licensor, with respect to the use of such facilities and, to the extent that the service provider of video production services to the Arena is utilized for such purposes, Licensee shall pay or cause to be paid all fees and expenses charged by such provider in connection therewith. Nothing herein shall restrict Licensee’s exclusive right to select service suppliers, producers, announcers and other talent with respect to any such Telecast.

Section 17.2 Production. Licensee shall be exclusively responsible for all costs associated with production services and/or arrangements necessary to allow the transmission of radio and Telecast signals from the Arena, which arrangements shall be subject to the prior written approval of Licensor. With respect to the Telecast and radio transmission rights granted to Licensee herein, all entities with which Licensee contracts to Telecast or radio transmit Games shall arrange with Licensor the terms and conditions (which in all events must be satisfactory to Licensor, in its reasonable discretion) under which such entities may have access to the Arena.

ARTICLE XVIII LEGAL REQUIREMENTS

Licensee, at its own cost and expense, shall comply with all statutes, laws, ordinances, restrictions, orders, rules and regulations (“Applicable Law”) imposed by Governmental Entities from time to time during the Term which are applicable to Licensee’s business operations and its use of the Licensed Premises including, but in no way limited to, the Americans with Disabilities Act; provided, however, Licensee shall not be obligated to alter the Arena to comply with Applicable Law. Licensee shall obtain and shall exhibit to Licensor promptly upon request, all permits and other authorizations required by any Government Entity to be obtained relating to the Licensee’s usage of the Licensed Premises. Similarly, Licensor, at its own cost and expense, shall comply with all Applicable Laws imposed by Governmental Entities, from time to time during the Term, which are applicable to the operation, maintenance and repair of the Arena. All costs and expenses, of whatever kind or nature, incurred by Licensee to comply with this Article XVIII shall not be credited against the payment of License Fees or Pass-Through Expenses or other amounts to be paid by Licensee hereunder. Additionally, Licensee shall obtain at its own expense all licenses, permits and union and trade organization clearances required by any Governmental Entities or by contract for use by Licensee of the Licensed Premises. Licensor is not aware of any specific licenses, permits or clearances required hereunder with the exception of an occupational license but in the event any are required, Licensor shall cooperate with Licensee to obtain same, at Licensee’s sole cost and expense.

ARTICLE XIX RESERVATION OF RIGHTS

Except as otherwise provided in this Agreement, Licensor reserves to itself all rights, privileges, prerogatives and authority to use, enjoy, have possession of, derive revenue and gain from, contract with respect to and generally deal with the Arena and related parking facilities, including but in no way limited to, the right to contract with any and all potential users of the Arena without regard to Licensee’s proposed or actual use of Licensed Premises. Licensee agrees to respect in every particular the rights, prerogatives and authority of Licensor and Licensee shall not take or authorize any other person to take any action which would conflict with or tend to impede or impair the exercise of such rights, prerogatives and authority of Licensor or which would reduce or tend to reduce such revenues and financial benefits. Similarly, Licensor agrees to respect, in

every particular, the rights, prerogatives and authority of Licensor or which would reduce or tend to reduce such revenues and financial benefits. Similarly, Licensor agrees to respect, in every particular, the rights, prerogatives and authority expressly granted to Licensee hereunder (but not otherwise) and Licensor shall not take or authorize any other person to take any action which would conflict with or tend to impede the exercise of such rights, prerogatives and authority expressly granted to Licensee hereunder.

ARTICLE XX FIRE OR OTHER CASUALTY

Section 20.1 Damage to Arena. If, during the Term, the Licensed Premises or any other part of the Arena shall be damaged by fire or other casualty, Licensor shall repair and restore such damage, subject to the receipt of adequate insurance proceeds, as soon as reasonably possible after notice to it of the damage; provided, however, that (i) Licensor shall not be required to repair or replace any trade fixtures, furniture, furnishings, or other personal property which Licensee has affixed, brought or otherwise placed in the Arena or any other property constructed and installed by or for Licensee pursuant to the terms hereof unless damaged by the gross negligence or willful misconduct of Licensor, its agents or employees, and (ii):

- (a) if the damage to the Arena is greater than fifty percent (50%) of its then replacement cost above the foundation, or
- (b) if it is determined by either the Licensor or the County not to repair and restore the Licensed Premises or other part of the Arena damaged by fire or other casualty, or
- (c) if the insurance maintained by Licensor is not sufficient to repair and restore the Licensed Premises or other part of the Arena damaged by fire or other casualty to substantially the same condition that existed prior to such casualty, or
- (d) if the damage results in the Licensee being unable to play six (6) or more consecutive Home Games in the Arena,

then Licensor may (in any of such events described in (ii)(a), (b) or (c)), terminate this Agreement by notifying the Licensee in writing within not more than sixty (60) days after such damage of Licensor's election to terminate this Agreement, such termination to be effective as of the date of such notice and Licensor shall thereafter be under no obligation to repair and restore the Licensed Premises or the Arena, or Licensee may (in the event described in (ii)(d)), suspend its obligation under this Agreement to play Games in the Licensed Premises for the Season in question by notifying the Licensor in writing within not more than thirty (30) days after such damage of Licensee's election to suspend this Agreement for the then-current Season. Until such repairs are completed, the License Fees required to be paid by Licensee to Licensor hereunder shall be abated by the number of scheduled Games that Licensee was not able to play and which were, in fact, not played in the Licensed Premises. If Licensor terminates or Licensee suspends this Agreement, as provided in clause (ii) above, the License Fees and any and all other sums

payable by Licensee to Licensor hereunder shall thereupon be apportioned and paid up to the time of such fire or other casualty. Upon termination in accordance with this section and except as expressly stated otherwise herein, neither party shall have any further obligations under this Agreement. Notwithstanding anything to the contrary contained herein, should the Arena be damaged by fire or other casualty during the Term, and the Team is unable to play scheduled Home Games because of such fire or other casualty, then: (i) during such time that the Team is unable to play scheduled Home Games because of such fire or other casualty, Licensee shall have the right to play all such Home Games, scheduled during such periods, anywhere Licensee may elect without being deemed in default under this Agreement; and (ii) the License Fees shall be reduced proportionately to reflect any Home Games scheduled, but not actually played in the Licensed Premises. All damages to glass or any other Infinite Energy Center equipment or property due to abuse by the home team or visiting team will be deducted at game settlement.

Section 20.2 Licensee's Special Right of Termination. If Licensor is obligated or shall elect to repair and/or reconstruct as provided in Section 20.1, then Licensor shall use all reasonable efforts to effect such repairs and/or reconstruction in a manner that will not unreasonably interfere with Licensee's occupancy, but Licensor shall not be required to make such repairs and/or reconstruction only at night or after business hours. No damages (of any kind, whether actual, special or consequential), compensation, or Claims and Costs shall be payable by either Licensor or the County to Licensee for business interruption, inconvenience, loss, or annoyance arising from any such repair and/or reconstruction of any portion of the Arena. If Licensor is required or elects to repair and/or reconstruct and, within six (6) months of such casualty (as further extended for a reasonable period of time due to an Event of Force Majeure), the Licensed Premises are not substantially rendered suitable for the playing of Games (in the same general manner as they were being used immediately prior to such casualty), and all other portions of the Arena and all services, facilities, and utilities reasonable necessary for Licensee's use of or access to the Licensed Premises have not been substantially completed or are not operating in substantial compliance with the terms of this Agreement, Licensee shall have the right, as its sole and exclusive remedy, to terminate this Agreement by giving notice of such termination to Licensor on or before thirty (30) days after expiration of such six (6) month period, extended as aforesaid. Time is of the essence with respect to the rights of Licensor and Licensee to terminate this Agreement as provided for in this Section 20.2.

ARTICLE XXI POST-TERMINATION OBLIGATIONS

Section 21.1 Surrender of Licensed Premises. Upon expiration of the Term or the earlier termination of this Agreement, Licensee shall immediately vacate and surrender the Licensed Premises to Licensor, in substantially the same condition in which they existed at the commencement of the Term, excepting only ordinary wear and tear and excepting any improvements and alterations constructed or made by or on behalf of Licensee with Licensor's consent that are not removed by Licensee pursuant to the terms

of the Agreement. Further, upon the expiration of the Term and provided no License Fees are due pursuant to this Agreement, Licensee may, subject to Licensor's prior consent, remove any equipment paid for by Licensee in the Licensed Premises provided it shall repair any damage caused by such removal and all wiring shall be capped to a safe condition.

Section 21.2 Removal of Property. Licensee shall remove from the Licensed Premises, within thirty (30) days of the termination of this Agreement, and during such time Licensor shall provide access to Licensee, all property belonging to Licensee and all personal property brought into or onto the Licensed Premises or the Arena by Licensee or by personnel associated with Licensee in its use and occupancy of the Licensed Premises. In addition to Licensor's remedies on account of a default by Licensee hereunder, if Licensee fails to remove all such property, Licensor shall have the right to cause the removal and storage of such property at Licensee's sole risk, cost and/or expense, but nothing herein shall in any way constitute Licensor as a bailee of any such property whether owned by Licensee or any other person.

ARTICLE XXII DEFAULT

Section 22.1 Default by Licensee.

(a) In the event that before, during or after the Term, Licensee, or its Representatives (as defined in Section 24.17 below): (i) fails to pay any License Fees, (ii) fails to maintain the Letter of Credit required by this Agreement or fails to pay any and all other sums payable to Licensor hereunder (including but not limited to Pass-Through Expenses) within fifteen (15) days after receipt of written notice from Licensor that such amounts are delinquent; (iii) fails to perform any of its covenants, obligations, or agreements contained in this Agreement within thirty (30) days after receipt of written notice from Licensor of such failure; provided, that if such performance or observance cannot reasonably be accomplished within such thirty (30) day period, then the failure to commence such performance or observance to conclusion within an additional thirty (30) days thereafter; (iv) breaches any of its warranties or representations contained in this Agreement and/or fails to cure such breach within thirty (30) days after the receipt of written notice thereof; provided, that if such breach cannot reasonably be cured within such thirty (30) day period, then the failure to commence such cure within such thirty (30) day period and to diligently pursue such cure to conclusion within an additional thirty (30) days thereafter; (v) breaches its Covenant of Non-Disparagement and Good Behavior as set forth in Article XXIV Section 24,17 below; (vi) makes a general assignment for the benefit of creditors or takes the benefit of any insolvency act; (vii) becomes subject to the appointment of a receiver or trustee for Licensee or Licensee's property; (viii) fails to play five (5) or more consecutively scheduled Games during any Season or otherwise vacates, deserts or abandons the Licensed Premises; (ix) fails to remain in good standing with the League; (x) terminates its agreement with the League; or (xi) behaves in a manner that Licensor, in Licensor's exercise of reasonable discretion,

deems cause for termination of this Agreement, then Licensee shall be in default hereunder.

(b) If Licensee is in default, Licenser, cumulative of all other rights and remedies available to Licenser at law and in equity, shall have the option to terminate possession and use by Licensee of the Licensed Premises without terminating this Agreement and/or terminate this Agreement and all of Licensee's rights hereunder, (either effective immediately upon termination or at the end of the then current Term at Licenser's sole option, it being acknowledged and agreed by the parties that Licenser may, in its sole discretion, without waiving such default and Licenser's remedies on account thereof, upon such a default, permit Licensee to complete the existing Term or Season while terminating the balance of the Term and/or all future option periods as applicable, (whether or not exercised by Licensee at that time) and in the event of such termination (whether such termination is, at Licenser's election, of possession and use of the Licensed Premises or of the Agreement), Licensee shall be obligated to pay to Licenser on demand any damages sustained by Licenser by reason of Licensee's actions or inactions and the resulting termination of such possession, use, or termination of this Agreement as the case may be.

(c) In the event that Licenser either terminates possession and use by Licensee of the Licensed Premises or this Agreement, upon default by Licensee as set forth in (a)(i) through (a)(x) above, all fees payable to Licenser by Licensee pursuant to this Agreement shall be accelerated and become immediately due and payable and Licensee shall, at the effective time of such termination, upon demand by Licenser, immediately surrender possession of the Licensed Premises to Licenser and Licenser may enter upon and take possession of the Licensed Premises and expel or remove Licensee and any other occupant therefrom and Licenser shall not be liable for any damages resulting to Licensee from such action. Cumulative of Licenser's rights of termination as set forth above, in the event of a default by Licensee as provided above, Licenser shall also be entitled (i) to seek specific performance; (ii) to pursue an action for damages; (iii) to exercise its lien rights as provided in Section 22.5 hereof; (iv) to seek injunctive relief; and/or (iv) to the right to such other relief to which Licensee may be entitled at law or in equity. In no event shall Licenser have any obligation or duty to mitigate any damages accruing to Licenser under this Section 22.1 or otherwise arising out of or related to any default by Licensee of the terms and conditions of this Agreement.

(d) Licensee acknowledges and agrees that Licenser has incurred costs and expenses of defense in the total amount of \$50,000.00 in the cases known as *Lou v. Gwinnett Convention and Visitors Bureau, Inc. et al.*, State Court of Gwinnett County, Civil Action Number 18-C-06070-S4, and *Danor Vienna, LLC d/b/a Atlanta Gladiators v. Gwinnett Convention and Visitors Bureau, Inc.*, Superior Court of Gwinnett County, Civil Action Number 20-A-03246-9 (the "Legal Losses"). In the event of default by Licensee of the terms and conditions of this Agreement, Licensee shall be liable to reimburse and compensate Licenser for the Legal Losses. In the event that Licensee does not default under the terms and conditions of this Agreement, and the Term of the

Agreement expires without such default by Licensee, Licensor shall forever waive and release its claim against Licensee for the Legal Losses.

Section 22.2 Re-Entry by Licensor. Licensor may, upon the occurrence of any event of default as set forth in Section 22.1(a) and without prejudice to any other remedy to which Licensor may be entitled, prohibit and lock-out Licensee, the Team and their respective employees, agents and representatives from the Licensed Premises and the Arena, and bring summary proceedings, or any other suitable action or proceeding at law to remove Licensee therefrom, without being liable for damages (of any kind, whether actual, special or consequential) therefore, and possess and enjoy the Licensed Premises, together with all additions, alterations and improvements. Licensee hereby waives notice of Licensor's re-entry and repossession of the Licensed Premises and of Licensor's intent to re-enter and retake possession. In any case where pursuant to the provisions of this Agreement or by summary proceedings or otherwise this Agreement expires or is terminated or Licensee's right of possession is terminated because of an event of default by Licensee before the date and time definitely affixed herein for the expiration of the Term, and in all cases of entry by Licensor, Licensor may (at its election and without obligation) re-license the Licensed Premises, or any part or parts thereof, as the agent of Licensee or otherwise at any time or times during the Term, for whatever compensation or fees Licensor shall obtain, and Licensee shall, whether or not the Licensed Premises are re-licensed, be and remain liable for and Licensee hereby agrees to pay to Licensor as damages, an amount equal to all amounts payable by Licensee to Licensor hereunder as the same may be limited by Applicable Law (it being acknowledged and agreed that in any event, the amounts due and payable hereunder shall be reduced by the amount of any proceeds, if any, received by Licensor as a result of such re-licensing). The words "enter" and "entry" as used in this Agreement are not restricted to their technical, legal meaning. Licensor's right to re-enter and retake possession of the Licensed Premises may be accomplished by Licensor without service or notice or resort to legal process and without being guilty of trespass or becoming liable for any loss or damage (of whatever kind, whether actual, special or consequential) and without any liability therefore.

Section 22.3 Storage of Property. In the event of entry by Licensor, Licensor may store at the sole cost of Licensee any personal property of Licensee or its servants, employees and agents which is then in the Licensed Premises or in the Arena, however, Licensor shall not be obligated to store such property for more than two (2) weeks and thereafter may dispose of such property in any way it sees fit publicly or privately, five (5) days after delivery of written notice to Licensee at the address of Licensee set forth below. If Licensor shall sell any such property, it shall be entitled to retain from the proceeds thereof the reasonable expense of the sale, the cost of storage and any other sums due to Licensor from Licensee under this Agreement.

Section 22.4 Bankruptcy of Licensee. The filing of a voluntary petition of bankruptcy by Licensee or the filing of any involuntary petition against Licensee before or after the commencement of the Term, whether for the purpose of seeking reorganization or otherwise which petition is not dismissed within ninety (90) days of the date of the filing thereof shall constitute a default and breach of this Agreement and in

such event, this Agreement shall terminate without further notice, entry or action by Licensor. Notwithstanding any of the provisions of this Agreement to the contrary, however, Licensor shall, upon such termination, be entitled to recover as its damages for such breach an amount equal to the amount payable by Licensee to Licensor under this Agreement for the remainder of the Term, as the same may be limited (if at all) by Applicable Law, if any, and in any such case Licensor may file and prove its claims for damages against the estate of Licensee.

Section 22.5 Lien Rights.

(a) Licensor shall have a statutory lien and shall also have and Licensee hereby grants to Licensor a security interest in all of the goods, furniture, fixtures, office equipment, supplies and other property of Licensee hereafter placed in, upon or about the Licensed Premises and/or the Arena and all proceeds thereof, as security for all of the Licensee's obligations under this Agreement. Licensee shall provide Licensor with a list of such items prior to its occupancy of the Licensed Premises and shall be obligated to update such list prior to the beginning of each Season. Licensee shall not remove any such property from the Arena until all of Licensee's obligations under this Agreement have been fully satisfied. Without excluding any other manner of giving Licensee any required notice, any requirement of reasonable notice to Licensee of Licensor's intention to dispose of any collateral pursuant to the enforcement of such security interest shall be met if such notice is given in the manner prescribed in Section 24.7 of this Agreement at least ten (10) days before the time of any such disposition. Any sale made pursuant to the enforcement of such security interest shall be considered a disposition in a commercially reasonable manner if it is a public sale to the highest bidder for cash to be held in the Arena or the offices of Licensor, after the time, place and method of sale and general description of types of property to be sold have been advertised in a daily newspaper published in the County for seven (7) consecutive days before the date of sale.

(b) Licensor shall have all the rights and remedies of a secured party under the Uniform Commercial Code and shall have the right to recover from Licensee and the proceeds of any disposition of the collateral, reasonable attorneys' fees and legal expenses incurred by Licensor. Any original or copy of this Agreement may be filed by Licensor both as a financing statement and as a fixture filing under the applicable provisions of the Uniform Commercial Code, and in this respect Licensee is the "debtor" and Licensor is the "secured party." The address of the secured party from which information concerning the security interest may be obtained is the address of the Licensor specified in this Agreement, and the mailing address of the debtor is the address of the Licensee specified in this Agreement. If this Agreement is filed as a fixture filing to affect Licensor's security interest in Licensee's fixtures, the description of the real estate to which such fixtures are attached is set forth in the description of the Arena in the definitional section of the Agreement. Notwithstanding the foregoing, this Agreement shall not be filed in the real estate records of the County. Upon request by Licensor, Licensee shall execute, acknowledge and deliver to Licensor such financing statements and fixture filings as Licensor may reasonably request in a form sufficient to effect the security interest of Licensor in the aforementioned property and proceeds thereof, and

Licensee hereby irrevocably appoints Licensor as Licensee's agent and attorney-in-fact for the purpose of executing, acknowledging and delivering any such financing statement or fixture filing; provided, however, that Licensor shall not exercise this power of attorney unless Licensee fails to execute, acknowledge and deliver such financing statement or fixture filing within five (5) days after being requested by Licensor to do so.

Section 22.6 Other Remedies. Except where otherwise provided in this Agreement to the contrary, reference in the Agreement to any particular remedy shall not preclude Licensor from any other remedy at law or in equity. Licensor's failure to seek redress for violation of or to insist upon strict performance of, any covenant or condition of this Agreement shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation.

Section 22.7 Default by Licensor. The following shall constitute a default under this Agreement by Licensor: (i) the failure of Licensor to perform or observe any of the obligations, covenants, agreements, or conditions to be performed or observed by Licensor under this Agreement within thirty (30) days after written notice from Licensee of such failure; provided, that if such performance or observance cannot reasonably be accomplished within such thirty (30) day period, then the failure to commence such performance or observance within such thirty (30) day period and to diligently pursue such performance or observance to conclusion; or (ii) the material breach by Licensor of any of the representations or warranties contained in this Agreement and the failure of Licensor to cure or commence to cure such breach within thirty (30) days after receipt of written notice from Licensee as to any such breach provided, that if such performance or observance cannot reasonably be accomplished within such thirty (30) day period, then the failure to commence such performance or observance within such thirty (30) day period and to diligently pursue such performance or observance to conclusion within an additional thirty (30) days thereafter.

Section 22.8 Licensee's Remedy. In the event of a default under this Agreement by Licensor, Licensee's sole and exclusive remedy shall be to either (i) terminate this Agreement, (ii) seek specific performance or (iii) seek injunctive relief. In no event shall Licensor or the County (or any other manager of the Arena) ever be liable to Licensee for any monetary damages, whether compensatory, consequential, incidental, special, exemplary or punitive damages or lost profits in contract, tort or otherwise.

Section 22.9 Emergency Repairs, Self-Help. In any circumstance in which there exists an "emergency" (as hereinafter defined), Licensor shall have the right to take whatever action, including repairs to the Arena or the Licensed Premises, necessary to abate the emergency. For the purposes of this Section 22.9, an "emergency" shall be deemed to exist if, in the good faith judgment of Licensor, reasonably exercised, prompt action by Licensor is required in order to prevent death or bodily injury or material property damage.

**ARTICLE XXIII
TRANSFERS AND ASSIGNMENTS**

Section 23.1 No Assignment By Licensee.

(a) Except as set forth below, this Agreement shall not be assigned, sublicensed (in whole or in part) or otherwise transferred by Licensee, nor shall there be any change in management, ownership, sale of stock, or control of operations without the prior express written consent of Licensor, which may be withheld in Licensor's sole and absolute discretion. In the event Licensee desires to assign or sublicense this Agreement or change the management, ownership, sale of stock or control of the operations of Licensee, Licensee must provide to Licensor any and all documents which Licensor may require relating to the proposed assignment, sublicense, change in management, ownership, sale of stock or control of operations, and Licensee agrees to cooperate with Licensor in obtaining any information or documentation from any third parties involved or intended to be involved in the assignment, sublicense, change in management, ownership, sale of stock or control of operations. Furthermore, Licensee shall not mortgage, pledge, hypothecate or otherwise encumber its rights and interest in and under this Agreement in any way without the prior express written consent of Licensor, which may also be withheld in Licensor's sole and absolute discretion. Nevertheless, if this Agreement is assigned by Licensee or if the Licensed Premises or any part thereof are used or occupied by anyone claiming to be a licensee under this Agreement other than the Licensee, Licensor may (but Licensor shall in no event be obligated to) collect all fees, and any other additional sums due hereunder from such assignee, user or occupant and apply the net amount so collected to the License Fees, and such other sums payable by Licensee to Licensor hereunder, but in no event shall such an agreement, use, occupancy or collection be deemed a waiver of provisions of this Agreement or a release of Licensee from the further performance by Licensee of its covenants, duties and obligations hereunder.

(b) In the event that there is any violation of this Section, including but not limited to, any assignment, sublicense, change in control, ownership, management or sale of stock, without the prior written consent of Licensor, Licensee shall be considered in default of this Agreement and Licensor may terminate this Agreement in accordance with Section 22.1(b).

Section 23.2 Conditions to Licensee Assignment. In the event of any attempted assignment by Licensee, the following shall apply:

(a) In the event of an assignment, sublicense, change in management, ownership or control or the sale of stock of Licensee, concession or transfer of usage or occupancy rights to the Licensed Premises, or any portion thereof, contemporaneously with the granting, if any, of Licensor's aforesaid consent, Licensee shall cause the assignee (or other party receiving permission to exercise such usage or occupancy rights) to expressly assume in writing and agree to be liable for and perform all the covenants, duties and obligations of Licensee hereunder accruing during the Term of such party's

right; and such party shall be jointly and severally liable therefore along with Licensee for all License Fees, Pass-Through Expenses and other sums due and owing at the date of assignment but Licensee shall be released from any obligations thereafter incurred under the Agreement; and

(b) A signed counterpart of all instruments relative thereto (executed by all parties to such transaction with the exception of Licensor) shall be submitted by Licensee to Licensor prior to or contemporaneous with the request for Licensor's written consent thereto (it being understood that no such instrument shall be effective against Licensor without the written consent of Licensor); and

(c) No usage of the Licensed Premises different from the usage herein provided to be made by Licensee shall be permitted, and all other terms and provision of this Agreement shall continue to apply after any such transaction; and

(d) Consent by Licensor to a particular assignment, transfer, sublicense, mortgage, pledge or hypothecation shall not be deemed to be consent to any other or subsequent transaction of the same or any different type or a waiver of any rights of Licensor hereunder.

Section 23.3 Assignment by Licensor. The term "Licensor" shall mean the named Licensor herein, and in the event of a voluntary transfer of such interest and the written assumption of the terms and condition of this Agreement and delivery of same to Licensee pursuant to such transfer, the Licensor as transferor shall thereupon be released and discharged from all covenants, duties and obligations of Licensor thereafter accruing; provided, however, the transferor shall be liable for such obligations as accrued under this Agreement that were not discharged as of the date of such transfer and all covenants and obligations of Licensor under this Agreement accruing after such transfer shall be binding during the remainder of the Term upon the transferee for the duration of such transferee's period as Licensor hereunder.

ARTICLE XXIV MISCELLANEOUS

Section 24.1 No Waiver. The failure of Licensor or Licensee to seek redress for a violation of or to insist upon the strict performance of any covenant, agreement, provision, or condition of this Agreement, shall not constitute a waiver of the terms of such covenant, agreement, provision, or condition at subsequent times or for the terms of any covenant, agreement, provision, or condition, and Licensor and Licensee shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.

Section 24.2 Payment of Money. In all instances where Licensee or Licensor is required hereunder to pay any sum or do any act at a particular indicated time or within an indicated period, it is understood that time is of the essence. Subject to the applicable terms and provisions of this Agreement, the obligation of Licensee to pay all License

Fees, Pass-Through Expenses and any and all other sums hereunder provided to be paid by Licensee and the obligation of Licensee to perform Licensee's other covenants, duties and obligations hereunder constitute independent, unconditional obligations to be performed at all times provided for under this Agreement. Subject to the applicable terms and provisions of this Agreement, the obligation of Licensor to pay any sums hereunder and the obligation of Licensor to perform its other covenants, duties and obligation hereunder constitute independent, unconditional obligations to be performed at all times under this Agreement. In the event any sum required to be paid pursuant to this Agreement has not been paid, the other party may, but shall not be obligated to, pay such sum for the benefit of the non-paying party and the non-paying party shall reimburse the paying party within two (2) business days of demand therefor. Additionally, any sums not timely paid shall bear interest at the lesser of (i) the highest rate allowed by Applicable Law or (ii) twelve percent (12%) per annum, calculated from the due date thereof until actually paid.

Section 24.3 Discharge of Liens. Should any mechanic's liens or other liens or affidavits claiming liens be filed against the Licensed Premises or the Arena or any portion thereof or interest therein for any reason whatsoever incident to the action or omissions of the Licensee or any contractor of Licensee or any such contractor's subcontractor performing labor or materialmen furnishing materials at or for the Licensed Premises on behalf of Licensee by reason of specially fabricated materials, whether or not placed at the Licensed Premises on behalf of Licensee, Licensee shall cause the same to be cancelled and discharged of record by payment, bonding or otherwise, within fifteen (15) days after receipt of written notice from Licensor or at such earlier time as is necessary to prevent the foreclosure thereof; provided, however, that if Licensor shall not have caused such liens to have been cancelled within such fifteen (15) day period, Licensor may cause same to be cancelled and charge such amount against amounts otherwise owed to Licensee hereunder.

Section 24.4 Recovery of Fees. In case a suit or action is instituted by Licensor against Licensee or by Licensee against Licensor to enforce compliance with the Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the other in addition to the costs and disbursements provided by statute, both at trial and appellate levels.

Section 24.5 No Partnership, Subordination of Agreement. The relationship created by this Agreement is that of licensor and licensee. None of the provisions of this Agreement shall be construed in such a way as to constitute Licensor and Licensee joint ventures or partners or to make either party liable for the debts of the other. Without limiting the foregoing, this Agreement is subject and subordinate to all mortgages, deeds of trust or indentures (collectively "Debt Instruments") which may now or at any time hereafter affect the Licensed Premises or the Arena in whole or in part. This clause shall be self-operating, and no further instrument of subordination shall be required. In confirmation thereof upon Licensor's request, Licensee agrees to promptly execute such further assurances as may be reasonably required by the County or any beneficiary or holder of any such Debt Instruments. Notwithstanding the foregoing, if required by any

such beneficiary or holder, the Licensee shall execute, upon demand of the Licensor or such beneficiary or holder, subordination to such Debt Instruments. If required by such beneficiary or holder, the Licensee agrees to sign a modification of the Agreement to comply with the requirements of such beneficiary or holder, but said modification shall not affect in any material adverse manner the rights and liabilities of the Licensee hereunder, and shall not change the Term of the Agreement, the use of the Licensed Premises, or the amounts payable by the Licensee hereunder.

Section 24.6 Attornment. In the event the liens of any such Debt Instruments are foreclosed for any reason or in the event the Licensor's rights shall be terminated such that Licensor cannot or will not perform Licensor's obligations under this Agreement or any such beneficiary or holder (or purchaser of the interests thereof) (each a "Successor") succeeds to the interest of the Licensor under this Agreement, then, the Licensee shall be bound to such Successor under all of the terms of this Agreement for the balance of the Term remaining with the same force and effect as if such Successor was the Licensor under the Agreement and the Licensee hereby agrees to and does hereby attorn to such Successor as the then Licensor, such attornment to be effective and self-operative, without the execution of any further instrument on the part of the parties hereto, or their successors or assigns, immediately upon the Successor succeeding to the interest, rights and obligations of the Licensor hereunder.

Section 24.7 Notices. Any notice which may or shall be given under the terms of this Agreement shall be in writing and shall be either delivered by hand to the named party or sent by United States certified mail, return receipt requested, adequate postage prepaid, or by a recognized courier delivery service (e.g. Federal Express or other similar courier service), as follows:

For the Licensor: Sugarloaf Gwinnett Center, LLC
6400 Sugarloaf Parkway
Suite 200
Duluth, Georgia 30097
Attn: Executive Director

And R. Lee Tucker, Jr.
Mahaffey Pickens Tucker, LLP
1550 North Brown Road
Suite 125
Lawrenceville, Georgia 30043

And Gwinnett County
75 Langley Drive
Lawrenceville, Georgia 30045
Attn.: Chief Financial Officer

And Gwinnett County Department of Law
75 Langley Drive
Lawrenceville, Georgia 30045

Attn.: County Attorney

For the Licensee: Danor Vienna, LLC
107 East Street, NE
Vienna, VA 22180
Attn: P. Daniel Orlich

With copies to: Atlanta Gladiators Hockey Club
1730 Spectrum Drive Lawrenceville, GA 30043
Attn.: Jerry C. James, Team President

Any of the addresses above may be changed from time to time by such party giving notice as provided above to the other party. Notice given or served by United States certified mail, return receipt requested, adequate postage prepaid, or be recognized courier delivery service (as provided above) shall be deemed received upon receipt and shall be deemed received upon delivery even if such delivery is not accepted.

Section 24.8 Licensee Representative. Licensee, upon written notice to Licensor, shall designate one (1) person to be the Licensee representative (“Licensee Representative”), who shall be authorized to act on behalf of Licensee under this Agreement. Licensee shall have the right, from time to time, to change the person who is the Licensee Representative by giving Licensor written notice thereof. Licensee hereby designates as its initial Licensee Representative, Jerry James, who shall be authorized to act on behalf of Licensee under this Agreement. Any action, consent or approval by the Licensee Representative under this Agreement shall be binding on Licensee.

Section 24.9 Licensor Representative. Licensor, upon written notice to Licensee, shall designate one (1) person to be the Licensor representative (“Licensor Representative”), who shall be authorized to act on behalf of Licensor under this Agreement. Licensor shall have the right, from time to time, to change the person who is the Licensor Representative by giving Licensee written notice thereof. Licensor hereby designates as its initial Licensor Representative the General Manager of the Arena who shall be authorized to act on behalf of Licensor under this Agreement. Any action, consent or approval by the Licensor Representative under this Agreement shall be binding on Licensor.

Section 24.10 Severability. If any of the terms or provisions of this Agreement, or the application thereof to any particular party or circumstance, shall to any extent, be found by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of the Agreement, or the application of such term or provision to such parties or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be and remain valid and enforced to the fullest extent permitted by Applicable Law.

Section 24.11 Terminology. Titles of articles and sections of this Agreement are for convenience and reference only and in no way define, limit, amplify, or describe the

scope or intent of this Agreement, and in no way affect or constitute a part of this Agreement. Pronouns used in this Agreement shall be understood and construed to apply whether the party referred to is an individual, partnership, venture, corporation, or an individual, doing business under a firm or trade name, and the masculine, feminine and neuter pronouns shall each include the other and may be used interchangeably with the same meaning. The use of the words “hereof,” “herein,” “hereunder” and the words of similar import shall refer to this entire Agreement and not any particular section or provision of this Agreement, unless the context clearly indicates otherwise.

Section 24.12 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and permitted assigns (as herein expressly permitted).

Section 24.13 No Third Party Beneficiary. Any agreement to pay an amount, any assumption of liability herein contained, express or implied, and/or any other covenant, agreement or duty expressed in this Agreement shall be only for the benefit of Licensor, Licensee, the County, and their respective successors and permitted assigns (as herein expressly permitted), and such agreements, assumptions, covenants and duties shall not inure to the benefit of the obligee of any other party, whomsoever, it being the intention of the undersigned that no one (other than the County) shall be or be deemed to be a third-party beneficiary of this Agreement.

Section 24.14 Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto relating to the subject matter hereof. No prior or contemporaneous written or oral promises, representation or agreements shall be binding, it being intended that this Agreement supersedes and merges all such prior and contemporaneous promises, representations and agreements. Licensor and Licensee further agree that this Agreement may not in any way be explained or supplemented by a prior or existing course of dealing between the parties or by any prior performance between the parties pursuant to this Agreement or otherwise.

Section 24.15 Books and Records. The Licensee shall maintain and provide to Licensor detailed, accurate and complete financial and other records of all of its activities relating to this Agreement and the Team’s use of the Licensed Premises. Licensor reserves and retains the full and complete right to inspect, audit and copy the books and records of Licensee to ensure Licensee’s compliance with the terms and provisions of this Agreement.

Section 24.16 No Lease or Usufruct. The rights granted to Licensee under this Agreement are granted pursuant to a license. This Agreement is not intended to be a lease or usufruct and the Licensor has not conveyed any property rights to Licensee pursuant to same.

Section 24.17 Covenant of Non-Disparagement and Good Behavior.

(a) In the event that Licensee or any of its team members, staff, owners, directors, partners, officers, affiliates, subsidiaries, employees, agents or representatives (collectively, the "Representatives") directly or indirectly, in any capacity or manner, makes, expresses, transmits, speaks, writes, verbalizes or otherwise communicates in any way (or causes, furthers, assists, solicits, encourages, supports or participates in any of the foregoing) any remark, comment, message, information, declaration, media statement, communication or other statement of any kind, whether verbal, in writing, through social media, electronically transferred or otherwise, that might reasonably be construed in Licensor's sole discretion to be mudslinging, derogatory or critical of, or negative toward, the Licensor, any of its Representatives and/or the Arena, or that reveals, discloses, incorporates, is based upon, discusses, includes or otherwise involves any confidential or proprietary information of the Licensor, its Representatives and/or the Arena, or to malign, harm, disparage, defame or damage the reputation or good name of the Licensor, its business, any of Licensor's team members, staff, owners, directors, partners, officers, affiliates, subsidiaries, employees, agents or representatives and/or the Arena, then Licensee shall be in default under this Agreement and Licensor shall be entitled to terminate this Agreement in accordance with section 22.1(b) above. Licensee expressly agrees that it shall not be entitled to notice of its default under this Section 24.17 and shall have no opportunity to cure any such default. The covenants and agreements set forth under this Section 24.17(a) shall survive termination or expiration of this Agreement.

(b) In the event that Licensor or any of its team members, staff, owners, directors, partners, officers, affiliates, subsidiaries, employees, agents or representatives (collectively, the "Representatives") directly or indirectly, in any capacity or manner, makes, expresses, transmits, speaks, writes, verbalizes or otherwise communicates in any way (or causes, furthers, assists, solicits, encourages, supports or participates in any of the foregoing) any remark, comment, message, information, declaration, media statement, communication or other statement of any kind, whether verbal, in writing, through social media, electronically transferred or otherwise, that might reasonably be construed in Licensee's sole discretion to be mudslinging, derogatory or critical of, or negative toward, the Licensee or any of its Representatives, or that reveals, discloses, incorporates, is based upon, discusses, includes or otherwise involves any confidential or proprietary information of the Licensee or its Representatives, or to malign, harm, disparage, defame or damage the reputation or good name of the Licensee, its business or any of its Representatives, then Licensor shall be in default under this Agreement and Licensee shall be entitled to terminate this Agreement in accordance with section 22.8 above.

Section 24.18 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Georgia; calls for performance in Gwinnett County, Georgia and jurisdiction and venue for any disputes arising out of or related to this Agreement shall exclusively lie in the State Courts of Gwinnett County, Georgia.


Section 24.19 Expenses Associated with Pandemic Response. It will be Licensee's responsibility to facilitate any and all requirements mandated by the League related to COVID-19 operational protocols. This responsibility includes policy and procedure matters as well as any monetary ramifications of League requirements. The Licensee's responsibility includes, but is not limited to, potential locker room renovations, enforcement of back of house policies and procedures mandated for staff, Team personnel, Team player/personnel COVID-19 testing, reporting and quarantine policies, League mandated reporting policies of positive test results, and PPE supplies, etc. All applicable expenses of this nature shall be included as Pass-Through Expenses to the extent not funded by Licensee directly. Furthermore, any cost incurred in connection with COVID-19 response required by Licensor as the result of local, state and/or federal government entities concerning the ability to conduct Licensee events in the Licensed Premises, shall be passed on to Licensee as Pass-Through Expenses. This provision applies to all current League and/or public health and safety requirements existing as of the Effective Date, as well as future requirements mandated by the League and/or by local, state, and federal government entities not known as of the Effective Date but which impact Licensee's use of the Licensed Premises.

[Signatures commence on following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date and year first set forth above.

LICENSOR

GWINNETT CONVENTION & VISITORS BUREAU, INC.

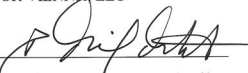
BY: 

NAME: Stan L. Hall

TITLE: Chief Operating Officer

LICENSEE

DANOR VIENNA, LLC

BY: 

NAME: P. DANIEL O'RIOTT

TITLE: MEMBER

EXHIBIT A

INSURANCE REQUIREMENTS

The Licensee shall provide and maintain policies of insurance as follows and provide Licensor annual proof thereof:

1. Statutory Workers' Compensation Insurance:
 - (a) Statutory workers' compensation insurance as required by Georgia law.
 - (b) Employers Liability:
 - Bodily Injury by Accident - \$100,000 each accident
 - Bodily Injury by Disease - \$500,000 policy limit
 - Bodily Injury by Disease - \$100,000 each employee

2. Comprehensive General Liability Insurance:
 - (a) \$1,000,000 limit of liability per occurrence for Bodily Injury and Property Damage
 - (b) \$1,000,000 limit of liability per occurrence for Liquor Law Liability
 - (c) \$1,000,000 Limit of liability for personal injury
 - (d) \$1,000,000 limit of liability for Fire Legal Liability
 - (e) The following additional coverages must apply:
 - *1986 (or later) ISO Commercial General Liability Form
 - *Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations)
 - *Blanket Contractual Liability (included in 1986 or later forms)
 - *Broad Form Property Damage (included in 1986 or later forms)
 - *Severability of Interest (included in 1986 or later forms)
 - *Underground, Explosion, and Collapse coverage (included in 1986 or later forms)
 - *Personal Injury
 - *Incidental Medical Malpractice
 - *Hostile Fire Pollution Wording
 - *No Exclusion for Athletic Participation
 - *No Exclusion for Licensees, Franchisees and Concessionaires that provide Security for Events
 - *Products and Completed Operations
 - *No Exclusion for Fireworks Events

3. Auto Liability Insurance:
 - (a) \$1,000,000 limit of liability per occurrence for Bodily Injury and Property Damage

- (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
- (c) Additional Insured Endorsement
- (d) Contractual Liability
- (e) \$300,000 limit of liability per occurrence for Garage-keepers liability

4. Umbrella Liability Insurance (\$4,000,000 Limit of Liability):

- (a) The following additional coverages must apply:
 - *Additional Insured Endorsement
 - *Concurrency of Effective Dates with Primary
 - *Blanket Contractual Liability
 - *Drop Down Feature
 - *Care, Custody, and Control – Follow Form Primary
 - *Aggregates: Where Applicable in Primary
 - *Umbrella Policy must be as broad as the Primary Policy
 - *No Exclusion for Athletic Participation
 - *No Exclusion for provision of Security for Events
 - *Products and Completed Operations
 - *No Exclusion for Fireworks

(b) In the event that the insurance premiums relating to Umbrella Liability Insurance become excessive, Licensee shall be entitled to renegotiate the Limit of Liability for such insurance with Licensor.

5. Commercial Blanket Bond and Loss of Money:

- (a) \$1,000,000 Limit
- (b) \$100,000 Loss of Money Inside
- (c) \$100,000 Loss of Money Outside

6. Licensor and the County should be shown as additional insureds on General Liability, Auto Liability and Umbrella Liability policies.

7. The cancellation provision should provide 30 days notice of cancellation or material modification.

8. Certificate Holder should read:

Gwinnett County Board of Commissioners
 75 Langley Drive
 Lawrenceville, Georgia 30045-6900

9. Insurance Company, except Workers' Compensation carrier, must have an A.M. Best Rating of A-6 or higher. Certain Workers' Comp funds may be acceptable

- by the approval of the County's Risk Management Division. European markets, including those based on London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Licensee and its broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-6 or better.
10. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
 11. Certificates of Insurance, and any subsequent renewals, must reference the Arena and Licensed Premises.
 12. The Licensee agrees to provide complete certified copies of current insurance policy (ies) if requested by the Licensor or the County to verify the compliance with these insurance requirements.
 13. All insurance coverages required by the Licensee and its contractors and subcontractors will be primary over any insurance program carried by the Licensor and the County.
 14. Licensee shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every subcontractor in any tier, and shall require each and every subcontractor of any tier to comply with all such requirements; provided, however, that subcontractors shall be allowed to carry Umbrella Liability Insurance with a \$1,000,000 Limit of Liability; provided further, however, subcontractors shall be required to immediately notify Licensor of any claim or reserve which such subcontractors have or are aware of that exceeds or could exceed the aforementioned \$1,000,000 Limit of Liability. The Licensee agrees that if for any reason any of its contractors or subcontractors fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Licensee at its expense.
 15. Licensee shall not provide any product or service of any kind under the Agreement until all insurance requirements contained in the Agreement have been complied with and until evidence of such compliance satisfactory to the County as to form and content has been filed with the County. **The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**
 16. The Licensee agrees to waive all rights of subrogation against the Licensor and the County, the Board of Commissioners, their respective officers, officials, employees, and volunteers from losses arising from products and services performed by the Licensee for the Licensor.

17. Property and Contents Insurance is required covering owned, used, and leased equipment that the Licensee brings to the Licensed Premises and/or the Arena. The coverage must be on the special property damage form and include full replacement cost.
18. The Licensee shall make available to the County, through its records or the records of its insurer, information regarding a specific claim, provided that any such request for information does not violate the applicable provisions of the Gramm Leach Bliley privacy act. Any loss run information available from the Licensee or its insurer will be made available to the County upon request.
19. Compliance by the Licensee with the foregoing requirements as to carrying insurance shall not relieve the Licensee of its liability provisions of the Agreement.
20. The Licensee shall comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to the Agreement.
21. The Licensee shall at a minimum apply risk management practices accepted by its Industry.