

HOCKEY TEAM
ARENA LICENSE AGREEMENT

This Arena License Agreement (this "**Agreement**"), is made and entered into as of the 12th day of August, 2011 (the "**Effective Date**"), by and between the City of Evansville Redevelopment Commission ("**Owner**" or "ERC") and EI Acquisition, LLC, d/b/a Evansville IceMen, an Indiana limited liability company ("**Licensee**").

BACKGROUND

Owner is the owner of a multi-purpose sports and entertainment facility located in Evansville, Indiana (the "**City**") currently known as the Evansville Arena (the "**Arena**"). Owner has contracted with VenuWorks of Evansville, LLC, an Iowa limited liability company (together with any successor designated by Owner, the "**Manager**") to provide facility management services for the Arena. As used herein, the term "Owner" shall include Manager acting pursuant to its contract with the ERC or acting at the request of, or otherwise on behalf of ERC. Licensee represents and warrants to Owner that it has acquired a franchise from the International Hockey League which currently is operating under an Agreement with the Central Hockey League for the provision of AA Level Professional Hockey under the moniker of the Central Hockey League through the 2011 – 2012 League Season (the "**League**") and has the right to own and operate a professional men's ice hockey team known as "Evansville IceMen" (the "**Team**") in the Evansville, Indiana metropolitan area. Licensee desires to license the use of the above-referenced Arena from Owner, and Owner is willing to license the use of the above-referenced Arena to Licensee, all subject to the terms and conditions set forth below.

NOW, THEREFORE, incorporating the above background, in consideration of the covenants and agreements contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. License Grant.

Owner hereby grants to Licensee a non-exclusive license to use, and Licensee hereby accepts from Owner the privilege and non-exclusive license to use, as determined in accordance with Subsection 2.B and as a Permitted Use as defined in this Agreement, that portion of the Arena, including the Arena's floor, seating facilities, access areas, public address and sound systems, scoreboards, game clocks, dressing rooms, press rooms, corridors, stairways, walks, concourses, lavatories, sub-levels in or about the Arena and such other areas or parts of the Arena as may be necessary or reasonably desirable for the following:

- A. The presentation and play of Licensee's entire "home" schedule of pre-season and regular season men's professional ice hockey League games, (individually, "**Game**" and collectively, the "**Games**") during the Term (as defined below), subject to the terms and conditions set forth below.
- B. Team practices ("**Team Practices**"), subject to the terms and conditions set forth below and subject to scheduling availability.

- C. Any “home” playoff League games of the Team (“**Team Playoff Games**”).
- D. Hosting of any League all-star games awarded to Licensee (“**Team Hosted League All-Star Games**”), subject to the terms and conditions set forth below, and subject to scheduling availability.
- E. Hosting of NHL exhibition hockey games by Licensee (“**Team Hosted NHL Games**”), subject to the terms and conditions set forth below, and subject to scheduling availability.

The Team Playoff Games, Team Hosted League All-Star Games, and the Team Hosted NHL Games are hereinafter referred to as the “**Licensee Events**”). Licensee understands that the license hereby granted is a non-exclusive license, and Owner may license the use of the Arena to any other person or entity, in whole or in part, at any time, and for any use or purpose, subject to the terms and conditions hereof, except that Owner shall not attempt to host an NHL exhibition game independently of Licensee’s efforts during any NHL exhibition season, unless Licensee has not obtained a written commitment from NHL teams to play an exhibition game at the Arena by the 1st day of October in the year prior to the commencement of the applicable NHL Season. Notwithstanding the foregoing, Owner agrees that except for Roller Derby and NHL exhibition games, and provided that the Licensee maintains its status as a Team in the International Hockey League, Central Hockey League, the East Coast Hockey League or a league of similar quality, the Arena shall not be licensed for use by any other professional hockey team or any USHL or NAHL hockey team during the Term of this Agreement, and the Arena shall not be licensed as the home arena for any other professional sports team, to begin play prior to June 1, 2013. Nothing contained herein shall be construed to prohibit Owner from licensing the Arena for use by high school, youth, or other local amateur hockey teams.

2. Term; Scheduling

- A. The initial term of this License shall commence as of the Effective Date hereof, and shall remain in effect for five (5) League Seasons (defined below) through and including the 2015-2016 League Season (the “**Initial Term**”), as such may be extended, if necessary, for home playoff Games and home playoff practices. The Initial Term shall expire, if not sooner terminated pursuant to the terms of this Agreement, thirty (30) days following the last Game of the 2015-2016 League Season.

Following the end of the Initial Term, this Agreement may be renewed on a year to year basis, subject to the mutual written agreement of the parties as to the terms and conditions of such renewals, including any adjustments to the license fee paid by Licensee hereunder (the Initial Term plus any such renewal periods shall be collectively referred to herein as the “**Term**”). Nothing contained herein shall be construed as requiring either party to negotiate or enter into a renewal or extension of this Agreement beyond the Initial Term.

- B. Subject to the provisions set forth on Exhibit “A” attached hereto and made a part hereof, beginning in 2011 and between October 1 and March 31 of each calendar year during the Term (as such period may be modified to comply with League-mandated changes to the timing of the League regular Season and post-Season tournament schedule) (“**League Season**”), Owner shall make the Arena available to Licensee on available dates, and Licensee shall use the Arena, for the Permitted Use (as defined in Section 11.A).
- C. On or prior to November 30, 2015, Licensee may, in its discretion, deliver to Owner a binding written proposal (“**the Licensee Proposal**”) to renew the Term of this Agreement. Upon receipt of the Licensee Proposal, Owner shall have thirty (30) days in which to either accept or reject the Licensee Proposal by delivery of written notice to Licensee. In the event Owner does not respond in writing to Licensee within thirty (30) days of receipt of the Licensee Proposal, Owner shall be deemed to have rejected the Licensee Proposal.

3. Items To Be Provided by Licensee.

In connection with each Game to which this Agreement applies, and, to the extent applicable, in connection with each of the Licensee Events to which this Agreement applies, Licensee shall pay, furnish or arrange to be furnished, at its own expense, the following:

- A. A men’s professional ice hockey game between the Team and a League opponent, in conformity with League rules and regulations;
- B. Equipment and uniforms for the Team players (“**Team Equipment**”);
- C. Coaches and any assistant coaches;
- D. Trainers and medical personnel for the players;
- E. Referees, linesmen, gatekeepers, and any other necessary on-ice or off-ice officials;
- F. Timekeepers, scorekeepers, game clock operators, and public address announcers, all of whom shall receive training in operations to the satisfaction of Owner;
- G. Catering for the press or others for whom Licensee desires to provide refreshment, purchased from Arena catering or concessionaires, and special badges and signage;
- H. Soap, towels and related locker room items;
- I. Food, beverage and travel expenses for the Team, and food and beverage per League rules and guideline for opposing players, coaches and referees, as agreed with the players, coaches and referees and to the extent provided outside of public view and without any accompanying advertising;

- J. All Team personnel, including staff and front office personnel, according to Licensee's needs;
- K. Creative programming with respect to the presentation of each Game or Licensee Event, and staff to carry out such presentation, including pre-Game and intermission activities;
- L. Marketing services to promote each Game or Licensee Event and to promote ticket sales for each Game or Licensee Event, as more fully described in Section 5 hereof;
- M. Merchandise and novelty items for sale at each Game or Licensee Event, as more fully described in Subsection 9.B hereof;
- N. Twenty (20) complimentary tickets to each Game or Licensee Event for use by Owner and its designees; the exact location of the seats shall be determined by mutual agreement of Owner and Licensee, but the parties specifically agree that all seats shall be in contiguous sets of four (4), and located in the best fifty percent (50%) of the unsold and available seats, and a minimum of sixteen (16) of the tickets shall be in the center-ice "prime location" (i.e. between the blue lines);
- O. Credit card commissions payable on sales of tickets from Owner's box office, as more fully described in Subsection 12.E below;
- P. Music performance licenses for each Game or Licensee Event, as more fully described in Subsection 14.D below;
- Q. Insurance coverage for each Game or Licensee Event in accordance with the provisions of Section 15 below;
- R. Taxes, licenses and inspection charges and other similar fees that may be payable on account of the use or provision of any of the above, including without limitation any property tax that may be assessed on Licensee's property;
- S. Any additional equipment necessary for the presentation and playing of each Game or Licensee Event which Owner is not obligated to provide pursuant to the terms of Section 4 below;
- T. Storage for all Team Equipment, it being understood that Owner shall not be responsible for the removal or storage of Team Equipment; and
- U. Moving Licensee's hockey equipment out of the Arena, or to designated storage areas, when space is needed for other events, provided the movement of Licensee's hockey equipment out of the Arena at the request of Owner is reasonably necessary, and does not violate the terms of this agreement or otherwise prevent a Permitted Use.

4. Items To Be Provided by Owner.

In connection with each Game or Licensee Event to which this Agreement applies, Owner shall furnish or arrange to be furnished, at its own expense unless otherwise indicated, the following:

- A. The Arena, including the Arena's floor, seating facilities and access areas, the public address system, sound system, scoreboards, game clocks, available locker/dressing rooms for the visiting team and referees, broadcast areas, and such other parts or areas of the Arena as may be reasonably necessary for Licensee to present, play and broadcast the Game or Licensee Event, provided that for Team Practices, access and use shall be limited to those systems and areas reasonably necessary for the conduct of such practice;
- B. A locker room for use by the Team during Games, Licensee Events, and Team Practices, provided that Owner may utilize said locker room upon reasonable notice to the Licensee at times and in connection with events in the Arena when use is not required by the Team for use under the terms of this agreement. The Team's locker room shall be built-out with basic flooring, locker room millwork, seating area, finished walls including paint, and plumbing. Owner makes no representations as to the condition of such space, which shall be provided in "as is" condition. Licensee may, at its sole expense, further finish or equip such space as it deems necessary or desirable in its reasonable discretion, provided that Licensee shall not commence any such work without the prior written approval of Owner (which approval shall not be unreasonably withheld, except with respect to changes to the physical structure of the locker room area, for which Owner's approval may be granted or withheld in its sole discretion);
- C. The use of event day office space during each Game or Licensee Event, as designated by Owner, but not on non-Game or non-Licensee Event days. Owner shall furnish phone, internet and fax service to the office. Licensee shall reimburse Owner upon demand for any long distance telephone, internet or fax costs;
- D. Goal nets and dashboards and glass required by League rules and regulations for the presentation of the Games or Licensee Events, and safety netting for spectators;
- E. One (1) ice resurfacer and one (1) backup ice resurfacer, both of which will be available for use before and during Games or Licensee Events (if one of the ice resurfacers is not operational at any time, then only one ice resurfacer shall be required to be furnished until such time as the other ice resurfacer can be repaired or replaced, as necessary), which shall be operated exclusively by Arena staff, Owner being responsible for normal preparation, including conversion to and from ice, maintenance and cleaning the ice surface before, during, and after all Games and Team Practices, including the League's requirements for overtime and shootouts;

- F. Licensee's Team Hockey Equipment Manager or Designee shall be given reasonable access to the Arena for equipment pickup and drop off and other Team requirements as reasonably necessary, including on non-Game days;
- G.
 - (1) Necessary set-ups and changeover for the Games or Licensee Events, including but not limited to ice manufacturing and resurfacing, set up of goalnets and dasherboards, and all other equipment and facilities reasonably required for League games (the "**Changeover**"). The parties agree that the schedule of Changeovers shall be determined by Owner in consultation with the Team, with the goal of maximizing Arena revenues and minimizing Arena expenses for such Changeovers. The cost of any Changeovers (including without limitation the cost of Changeover crew) accomplished specifically to accommodate the Team's practice schedule, will be paid by Licensee or reimbursed to the Owner by Licensee, except for those Game day practices which are included in the Team's use of the Arena for the presentation of home games as identified in Section 11 B and Section 11 C herein;
 - (2) Upon request by Licensee, Owner shall arrange, at Licensee's expense, for a sign vendor selected by Licensee and reasonably acceptable to Owner to apply sponsor logos and messages to the Arena dasher boards, subject to the provisions of Subsection 7.B below. Licensee shall be responsible for all expenses associated with producing sponsor logos for, and affixing the same to the dasher boards. Licensee shall further be solely responsible for all costs incurred by Owner as a result of any changes in advertising copy, a change in position, television restrictions or any other cause;
- H. Normal and customary levels of utilities (power, lighting, water, sewer, heating and air conditioning) necessary for the proper production and presentation of the Games or Licensee Events in accordance with League requirements and standards;
- I. The following support services, the cost of which shall be paid by Owner for each Game or Licensee Event (unless otherwise expressly provided for in this Agreement):
 - (1) Cleaning and janitorial service before, during, and after the Games or Licensee Events, at no additional expense to Licensee; provided, however, the Licensee will be responsible for the cost of clean-up of confetti if used by the Licensee, and the Licensee shall pay a fee of Two Hundred Dollars (\$200.00) for cleaning the locker rooms after any Team Practices, if requested by Licensee or if the locker rooms are not left in a clean condition;
 - (2) Arena Staffing (as defined herein) services. Owner and Licensee shall meet at least weekly during each League Season, unless the parties agree otherwise, to discuss reasonable staffing levels. Owner shall then determine in its discretion the reasonable staffing levels necessary to adequately and reasonably staff the Arena (at levels comparable to the staffing provided for

other comparable events held at the Arena with similar levels of attendance) to provide services to spectators at Games or Licensee Events for the efficient and safe presentation of the Games or Licensee Events and in accordance with any applicable League requirements, such staffing to include, without limitation, the services of the following staff and personnel: ice resurfacers, drivers, ushers, doormen, emergency medical technicians (for patrons only), security guards and supervisors, police detail, change-over crew, ticket takers, and ticket sellers and box office services for the day or evening of each Game or Licensee Event, and any other event operational staff and personnel deemed reasonably necessary by Owner for the efficient and safe presentation of the Games or Licensee Event or to comply with League requirements (collectively, the “**Arena Staffing**”). Licensee shall be responsible for all Game day or Licensee Event production costs. Owner shall provide at Licensee’s expense, the staffing required for Game day or Licensee Event staff, including but not limited to sound system operators, spotlight operators, and other technical equipment operators. Licensee shall provide at Licensee’s expense, for each Game or Licensee Event, subject to the reasonable approval of Owner, scoreboard operators, video production staff, camera operators, replay operators, announcers and emcees. Owner agrees to consult with Licensee on staffing levels, but all final staffing level decisions will be determined by Owner in its sole discretion; PROVIDED, HOWEVER, THE FOREGOING SHALL NOT BE CONSTRUED AS A WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE ADEQUACY OR EFFECTIVENESS OF ANY LEVEL OF SUCH STAFFING OR SECURITY MEASURES, FOR ALL OF WHICH, LICENSOR IS HEREBY EXPRESSLY RELEASED AND EXCULPATED BY LICENSEE;

- (3) The use on Game and Licensee Event days, and on such other days as the parties may mutually agree, of a commercial grade washer and dryer in the Arena, the Licensee acknowledging that the washer and dryer will not be located within the Team locker room;
- (4) The use of a curtaining system to reduce capacity of the Arena bowl at mutually agreed upon Games or Licensee Events (With a minimum of five (5) days prior notice, or such lesser time as the parties mutually agree, Licensee will advise Owner when the upper bowl or a portion of the upper bowl will be needed);
- (5) Additional mutually-agreed upon services, other than those set forth above, which Licensee requests to be provided by the Owner and which Owner is reasonably able to provide, provided that the estimated costs thereof will be disclosed to and not rejected by Licensee prior to the services be performed. Thereafter, the actual costs shall be paid and/or reimbursed to Owner by Licensee;

- (6) Owner will exercise all reasonable efforts to maintain the Arena in a good and proper operating condition, reasonable wear and tear excepted and in accordance with Owner's obligations under this Agreement. Licensee shall provide Owner with prompt notice of any areas within the Arena identified by Licensee as being in need of maintenance and repair;
 - (7) Subject to all common access, safety and security rules and regulations imposed on all users of those areas, Owner will use its best efforts to accommodate one team bus and between 10 and 25 passenger car sized vehicles in the rear of the Arena at no extra charge during Games, Practices, and Licensee Events. If less than 25 passenger car sized parking spots are made available to Licensee (a "**Shortfall**"), then if requested by Licensee, Owner shall make available, at Owner's expense, the number of parking spaces equal to the Shortfall for use in conjunction with the Games or other Licensee Events, for event personnel only, in an owner controlled designated parking garage near the Arena;
- J. At Licensee's request, the Owner will make the "Green Room" in the Arena available for use by media and visiting coaches from the time the Arena is open to the public before each Game or Licensee Event, and continuing for up to two (2) hours after the completion of the Game or Licensee Event, subject to Arena scheduling demands. Licensee shall be responsible for the cost of any and all food and beverages provided in the Green Room in connection with any Game or Licensee Event. Such food and beverages shall be provided exclusively by the Arena caterer.

5. Marketing and Promotion.

- A. Licensee, at its sole expense, shall provide all necessary personnel to, and be solely responsible for, the marketing and promotion of the Team and the Games and Licensee Events, except that Owner may, in its sole discretion, cause mentions of the Games and Licensee Events to be included in general Arena event advertising, in the general rotation of spots for Arena events featured on or in the scoreboard at the Arena, in newspaper advertisements listing Arena events, and/or promotional brochures. All advertisements for the Games or Licensee Events that are developed by Licensee (including but not limited to all advertising publicity material, promotions material, press releases, posters, flyers, handbills and radio and television commercials), or by Owner personnel assisting Licensee, shall be produced at the sole cost and expense of Licensee.
- B. (1) Licensee shall make mention of the full and complete name of the Arena (Evansville Arena), or any successor Arena name, as applicable, as the site of the Games in connection with any marketing, advertising or promotion thereof. All promotional materials shall contain the standard Arena logo (or any substitute logo directed by Owner) positioned as designated by Owner. In order to enable Licensee to comply with Licensee's obligations under this Section 5.B(1), Owner shall, upon request by Licensee, provide Licensee with

a copy of the standard Arena logo, which logo Licensee shall not deviate from in any way without the prior written approval of Owner. Licensee shall follow all rules, restrictions and guidelines required by Owner in respect of the use of the Arena logo.

- (2) All advertisements and marketing and promotional materials for the Games and Licensee Events presented or proposed by Licensee pursuant to the provisions of this Agreement (including, but not limited, to all advertising, publicity material, promotions material, press releases, posters, flyers, handbills, and radio and television commercials) shall be either (a) prepared in compliance with Arena advertising guidelines developed by Owner in consultation with Licensee or (b) if the guidelines do not address a particular type of advertisement, marketing or promotional material, then such materials shall be subject to review and approval of Owner before use, which approval shall not be unreasonably withheld or delayed. The Licensee shall be responsible for advising Owner of the entire range of types of advertising, marketing and promotional materials to be addressed in the guidelines. The guidelines eventually developed by Owner shall not require pre-approval of Licensee's advertisements, marketing or promotional materials, provided that such advertisements and materials otherwise comply with such guidelines. Owner and Licensee agree to review these guidelines prior to each League Season. In the case of any violation of these guidelines, Licensee will cease such violation immediately upon notification by Owner.

- C. Unless otherwise agreed by Owner in writing, Licensee, at its sole expense, shall be responsible for the printing and sale of season tickets, utilizing the Owner-selected ticketing system for the Arena. Owner shall be solely responsible for printing and of tickets for the Suite Level Seating and the Loge Seating areas and sales thereof. Exhibit "B" attached hereto and incorporated herein by reference, describes the seating areas available on the Suite Level and Loge Seating areas, and does not describe the areas sold or to be offered for sale.

6. Broadcasting.

- A. Upon prior written notification to Owner of the anticipated broadcast schedule, Licensee, at its sole cost and expense, shall have the right to, in any reasonable manner, transmit, record or videotape or otherwise reproduce or disseminate all or any part of, or a description of all or any part of, the Games or Licensee Events (including but not limited to radio, broadcast and non-broadcast television, closed circuit television and/or pay television, video disc, compact disc recording, the internet, satellite, broadband, or other media) (herein referred to collectively as a "**Broadcast**,") and all such Broadcasts may be originated and produced by a company selected by Licensee. Owner agrees that it will not charge an origination fee in connection with Broadcasts of the Games or Licensee Events, and will permit Licensee to use existing utility lines in the Arena in connection with such Broadcasts; however, Licensee shall reimburse Owner for any and all out-of-pocket costs

(including, without limitation, the costs of providing any necessary interconnections and electrical hook-ups) incurred by Owner in connection with such Broadcasts. Nothing in this Agreement shall be construed as preventing Owner from charging any third party (including without limitation any visiting hockey team or entity with which Licensee contracts to broadcast such Games) a charge in connection with an out-of-market Broadcast of a Game, provided that, in regard to any decision concerning charging for such Broadcasts, if the Broadcast is to be limited to the home market of the opposing team, Owner will consent to such Broadcast in the opposing Team's home market, without additional charge. Licensee shall cause all entities with which Licensee contracts to broadcast Games or Licensee Events to arrange with Owner the terms and conditions (which must be satisfactory to Owner in its reasonable discretion) under which such entities may have access to, and the use made by such parties of, the Arena.

- B. In the event Licensee causes the Games or Licensee Events to be televised, each contract between Licensee and such television broadcaster(s) shall prohibit the use of blocking and insertion technology in respect of any signage which has been installed at the Arena by Owner or any other party, or to insert advertising or signage not otherwise physically present or appearing in the Arena.

7. Advertising and Sponsorships.

- A. Subject to the provisions of Section 5 and of this entire Section 7, and provided the Licensee pays for all associated costs and expenses, Licensee shall have the right to sell all Game-specific or Licensee Event –specific advertising and sponsorships (e.g., Game-night or Licensee Event-night on-and off-ice promotions; Game-night or Licensee Event-night programs and magazines; Game-night or Licensee Event-night public address systems advertising; advertising on dasher boards, one (1) primary ice resurfacer and one (1) backup ice resurfacer (Owner shall have no liability if advertising on an ice resurfacer is not displayed during a particular Game or Licensee Event due to maintenance or operational issues regarding said ice resurfacer), penalty boxes, player areas, ticket backs for Licensee Events, temporary parapet or railing signs and banners which must be removed by Licensee upon completion of each Game or Licensee Event, and the ice surface; and indoor scoreboard video promotions and advertising, including LED Ribbon Boards [except as further limited by Section 7.B below]) (collectively, the “**Licensee Advertising**”), and retain all proceeds therefrom. No Licensee Advertising or any other objects shall be permitted to cover, or obstruct in any way, any permanent signage at or within the Arena. Owner shall have the right to cover or remove, as appropriate, any Licensee Advertising in the Arena during Arena events other than the Games or Licensee Events. The placement of any temporary parapet or railing signage shall be subject to the approval of Owner (not to be unreasonably withheld). Other than as specifically set forth in this Section 7.A, Licensee shall have no right to control or sell, or to any proceeds from the sale of, any advertising or sponsorship rights at the Arena, including but not limited to all permanent and non-permanent advertising rights within or on the exterior of the Arena (including the LED Ribbon Board, way finding

signs, and backlit signs, and all other promotional and advertising platforms, including, without limitation, permanent advertising signage, all advertising panels on the Arena scoreboards, all outdoor signage and outdoor electronic message signs (if any), scoreboard promotions described in Section 7.B below, naming rights to the Arena or any portion thereof, and pouring rights (all beverages, including but not limited to, sports drinks, carbonated, bottled water, and alcoholic beverages), premium seating, sponsorships, branding relationships, and memorial gifts, the proceeds of which shall belong solely to Owner.

- B. Notwithstanding the foregoing, Owner shall have the right to (1) place the name and logo of the Arena in the Arena ice surface (in a location, size and design reasonably acceptable to Owner in consultation with Licensee), and (2) control and sell ten (10) minutes of indoor scoreboard promotions during each Game or Licensee Event, and ten percent (10%) of all other electronic advertising including LED Ribbon Boards and scoreboard at the Games or Licensee Events, and retain all proceeds therefrom. Owner shall also be entitled to two (2) scoreboard promotions of thirty (30) seconds each, promoting other arena events during each of the Games and Licensee Events. The indoor scoreboard promotions sold by Owner shall be shown at regular intervals during the course of the Game or Licensee Event. The parties shall cooperate with each other in good faith in an effort to avoid conflicting advertising on the LED Ribbon Boards and scoreboard during the periods of a Game or Licensee Event.
- C. (1) Each Game or Licensee Event sponsor and all Licensee Advertising, promotional announcement and any other advertising which Licensee or any of its sponsors proposes to post or make within the Arena is subject to Arena advertising and sponsorship guidelines developed by Owner in consultation with Licensee. The guidelines eventually developed by Owner shall not require pre-approval of Licensee's Game or Licensee Event sponsors announcements or Licensee Advertising which Licensee propose to post or make within the Arena, provided that such announcements and advertising otherwise comply with such guidelines. Licensee shall advise any sponsors of the Owners advertising guidelines. Owner and Licensee agree to review these guidelines prior to each League Season. Any Licensee Advertising shall be free of blood and gore, and violence which is not specifically associated with the rules and performance of the game of hockey, sexually suggestive material, offensive slang or profanity, shall not relate to any sexually oriented business, shall not contain any overt political or partisan references, or references that represent or promote a specific identifiable religion or spiritual tradition or philosophy. The Arena is not intended to provide a public forum either for expressions of political views or for public discussions or debate about religious or political ideology. Any Licensee Advertising shall be in good taste and consistent with the overall goal of the Licensee, the Owner, and the City to provide family entertainment through hockey and other events in the Arena.

- (2) Licensee understands that Owner shall grant exclusive product or service advertising and sponsorship rights to the business which acquires naming rights to or related to the Arena (“Naming Rights”) and also to the business which acquires rights with respect to beer, alcohol, soft drinks, and other beverages to be advertised and/or sold at the Arena (“Pouring Rights”) Naming Rights, Pouring Rights or any of them, are hereinafter referred to as the “**Exclusivity Agreements**”. Licensee agrees that each advertising or promotional agreement that Licensee enters into with a third party concerning advertising, promotions or sponsorships to be exhibited, displayed or conducted at or about the Arena (a “**Third Party Advertising Agreement**”) shall not violate any of the Exclusivity Agreements. Licensee agrees that it shall include in all Third Party Advertising Agreements a provision permitting termination thereof by Licensee in the event Owner hereafter enters into an Exclusivity Agreement with respect to naming rights or pouring rights with respect to a product or service that is the subject of the Third Party Advertising Agreement. In the event Owner requires termination of such a Third Party Advertising Agreement, Owner shall give Licensee at least fifteen (15) days' prior written notice thereof.
- (3) Owner agrees to provide Licensee with a list of then-applicable Arena advertising exclusivities upon request by Licensee prior to each League Season.

8. License Fee; Suite Income.

- A. As part of the consideration for Owner’s agreement to allow Licensee to license and use the Arena as provided hereunder, and to furnish the items set forth in Section 4 of this Agreement, Licensee shall pay Owner a per Game or Licensee Event license fee as hereinafter set forth.

The license fee per regular season Game, Team Play-off Game, and Team Hosted All-Star Game (“**License Fee**”) during the first (1st) League Season shall be Ten Thousand Four Hundred Dollars (\$10,400); provided, however, during the 2011 – 2012 League Season only, the Owner will allow a special One Thousand Dollars (\$1,000) credit for each regular season Game. The License Fee in each subsequent League Season following the first (1st) League Season shall be adjusted upward (but in no event downward) by an amount equal to the lesser of: (i) the percentage increase in the U.S. Bureau of Labor Statistics Consumer Price Index – All Urban Consumers – Midwest Urban – Size B/C – All Items (or such other index as the U.S. Department of Labor, Bureau of Labor Statistics, may develop as a successor index) (the “**Index**”) during the calendar year ending prior to the commencement of the League Season in question; or (ii) 2.5% (the “**Index Adjustment**”).

- B. The License Fee for any Team Hosted NHL Games shall be Eight Thousand Five Hundred Dollars (\$8,500.00) per game, for the 2012 - 2013 League Season, and shall be subject to the Index Adjustment for each subsequent League Season. In addition

to the License Fee and any other amounts due Owner hereunder, Licensee shall reimburse Owner for any game day expenses, over and above regular Team home Game expenses, related to any Team Hosted NHL Games, whether described in Section 4.I above, or in any other provision of this Agreement, or otherwise incurred, which expenses shall be passed through to Licensee at actual cost, without administrative mark-up (collectively, the “**Reimbursable Expenses**”). The License Fee for the two (2) pre-season Games of the Team shall be Three Thousand Dollars (\$3,000.00) per game, for the first League Season, and shall be subject to the Index Adjustment for each subsequent League Season. In addition to the payment of the License Fee, Lessee shall reimburse the Owner for all costs associated with the setup and Changeover for the pre-season Games, not to exceed a Changeover cost of One Thousand Five Hundred Dollars (\$1,500.00) per pre-season Game, if required by the Arena schedule.

- C. As further consideration hereunder, Owner shall be entitled to retain all proceeds from the sale of Suite Level Seating and Loge Seating (“**Premium Seating**”) for the Games, less (1) Twenty Dollars (\$20.00) per Suite Level ticket sold per regular season Game, and (2) Fifteen Dollars (\$15.00) for each Loge Seating ticket sold per regular season Game, both of which amounts shall be paid to Licensee on a Game by Game basis in the form of a credit against the License Fee and other amounts payable by Licensee hereunder (the “**Licensee Premium Seating Revenue**”). Licensee acknowledges that Owner shall have the right to charge, in its sole discretion, a “premium” over the established ticket price for seats in the Arena’s Suite Level Seating and Loge Seating areas, and retain 100% of the proceeds associated therefrom after Licensee has received its credit for the Licensee Premium Seating Revenue outlined herein. Owner shall also have the right to sell Premium Seating personal seat licenses upon such terms and conditions as Owner may deem appropriate, and Owner shall retain one hundred percent (100%) of the proceeds from the sale thereof. Except as specifically set forth in this Agreement, Licensee shall be entitled to all net revenue from ticket sales to the Games and Licensee Events, but not including License Fees, ticketing fees, facility fees, taxes and other similar fees or taxes which shall be added to the net price of the tickets. The ticket price shall be listed separately on the ticket from any License Fee, facility fee, processing fee, convenience charges, governmental taxes, or similar charges and taxes.

Licensee acknowledges that each Suite License holder may be entitled to purchase up to sixteen (16) tickets granting admission to the Game and the Suite for each preseason and regular season Game, and the Licensee Premium Seating Revenue shall be calculated based upon the number of tickets sold per regular season Game to each individual Suite License holder. However, if a Suite License holder desires to have attendance in excess of sixteen (16) guests on a standing room only basis, then the Suite holder may receive from Owner up to four (4) standing room only (“**SRO**”) vouchers. Owner shall pay Licensee a Licensee Premium Seating Revenue fee calculated at Twenty Dollars (\$20.00) per SRO voucher which is utilized for admission to a regular season Game. This shall not be construed to require payment for visitors to the Suite who otherwise hold a ticket to the Game. To the extent that a

Premium Seat holder desires to attend a Team Playoff Game or other Licensee Event, additional tickets must be purchased through Owner from Licensee (Licensee shall retain one hundred percent (100) of the net revenues from such tickets) for admission to such Team Playoff Games and other Licensee Events and Licensee agrees to offer such tickets at a price not to exceed the highest price that other season ticket holders pay for their seats to such Team Playoff Games or other Licensee Events.

Licensee shall have the right to sell and retain the revenue from the "Hospitality Room" on the event level for use during the Games and Licensee Events, but not during any non-Licensee Events at the Arena. Licensee shall be responsible for paying for all catering, food and beverage costs associated with such use, as part of the Preliminary or Final Settlement, as applicable, and shall purchase all such catering food and beverage from Manager as is the case for all food and beverage service in the Arena other than that provided in section 3(I).

- D. In the event any governmental authority assesses, levies or imposes any new imposition related to Licensee's or the Team's use of the Arena (other than income taxes or similar taxes on Owner's income), Licensee shall be solely liable for and shall pay such impositions in full and such payment shall not be credited against any amount required to be paid by Licensee to Owner hereunder. Furthermore, in the event that the League assesses, levies or imposes any surcharge or other fee on the price of any ticket, any such surcharge and/or fees shall be the sole responsibility and liability of Licensee (without reimbursement by Owner) and shall similarly not be credited against any amount required to be paid by Licensee to Owner hereunder. Any expenses or requirements relating to this Agreement that are imposed by the League are the sole responsibility of Licensee, including without limitation any capital improvements required at or to the Arena (including, without limitation, the Arena ice surface) due to a change in League rules or regulations as such exist as of the Effective Date.

9. Concessions; Merchandising; Programs; Team Store.

- A. Except as set forth in Section 3.I and Section 9.B below, Owner specifically reserves to itself and its concessionaires the exclusive right to sell food, refreshments, beverages, parking and all other concessions and catering at the Games and other Events. In its discretion, Owner may operate a restaurant within the Arena, or contract with a third party to do so, and Licensee shall have no rights with respect to any revenue generated with respect thereto. Licensee shall not sell or distribute, whether or not on a complimentary basis, any food or beverage and shall have no right to operate a concession during the Games or Licensee Events (except as provided in Section 9.B below). The term "beverage" includes, without limitation, sports drinks, carbonated, alcoholic, and bottled water drinks. Owner shall have the right to retain 100% of any parking revenue, and food and beverage catering, at all Games or Licensee Events except that Licensee shall receive a portion of concession alcohol Gross Revenue at Games or Licensee Events (the "**Alcohol Concession**

Commission”), but not catering alcohol sales, or alcohol sales on the Suite Level or to Loge Seat Sales. The Alcohol Concession Commission shall be calculated separately for each Game or Licensee Event.

- B. Licensee’s Alcohol Concession Commission shall be determined pursuant to Commission Schedule I, as follows, based upon the number of actual ticket holders (excluding Suite Level and Loge Tickets holders) in attendance at the Game or Licensee Event:

Commission Schedule I	
Percentage of Concession Alcohol Gross Revenue	Actual Attendance at the Game or Licensee Event
0.0%	2,000 and below
2.5%	2,001
5.0%	2,500
7.5%	3,000
10.0%	3,500 and above

In event that the Owner offers a special promotion on a new beverage item or a special beverage promotion requested by Licensee (collectively, a **“Promotional Item”**), in lieu of the Alcohol Concession Commission otherwise payable, Owner and Licensee shall mutually agree upon an appropriate lower commission rate on said Promotional Item, taking into account the profit margin on said Promotional Item and considering potentially lower sales of said Promotional Item.

“Gross revenue”, as used in this Section, shall mean all amounts received by Owner from such sales, less only taxes. With respect to any food and beverage sales conducted by third party vendors, the term **“Gross Revenue”** shall mean all amounts received by Owner from such sales, less taxes, and less amounts retained by or paid to such third party vendors with respect to such sales. As used in this Section, the term **“third party vendors”** shall not include the Arena Manager or any vendor owned by the Arena Manager or owned by the owner of the Arena Manager.

- C. With respect to Team merchandise concessions, Licensee, or its designees, shall sell all programs, souvenir books, t-shirts and jerseys, videotapes, souvenirs, novelty items and other merchandise, and the proceeds from the sale of such Team merchandise concessions (**“Net Merchandise Revenue”**), shall be the sole property of Licensee. Licensee shall be responsible for the cost of all goods sold, and shall be responsible for the proper collection and remittance to the appropriate governmental authorities of all sales tax associated with such sales. Licensee shall be responsible for insuring such items against, and Licensee shall bear the risk of, damage, theft or other loss of such merchandise, whether or not such merchandise is in the possession or control of Owner or its agents at the time of such damage, theft or loss, and

Licensee shall be responsible for all freight and transportation of such merchandise to and from the Arena. Payment of commissions or wages, if any, to merchandise/program sellers shall be the sole responsibility of Licensee.

- D. Owner shall designate four (4) locations within the Arena in which Licensee shall be permitted to operate temporary Team Merchandise concessions during Games and Licensee Events, and the proceeds from such sales to be retained by Licensee. Owner will use its best efforts to provide Licensee with up to ninety-six (96) square feet of storage space for Team's merchandise for time periods between Game and Licensee Events. Within the boundaries of the designated (4) locations, Owner shall also permit Licensee to allocate a reasonable amount of space during Games or Licensee Events to allow non-profit entities to set up tables for various purposes, and to allow for-profit entities to display, but not to sell, their products or services related to the Permitted Use. The for-profit and non-profit entities shall not sell concessions, shall be subject to the advertising rules and restrictions set forth herein, and shall be subject to such other rules and regulations of the Arena, including general regulations concerning soliciting donations in or around the Arena, as such may be promulgated by Owner and as modified from time to time.

10. Preliminary and Final Settlements.

- A. Within three business days following each Game or Licensee Event, the parties shall conduct a preliminary settlement and account to each other for those items of income received by and expenses incurred by each with respect to such Game or Licensee Event or ticket sales generally that are distributable to or chargeable against the other party pursuant to the provisions hereof, including, without limitation, the Facility Charge, the Food and Beverage Concession Commission, the Reimbursable Expenses, the Licensee Premium Seating Revenue, the Practice Fee (as defined in Section 11.D), and the Facility Charge and Rebate (as hereinafter defined) (the "**Preliminary Settlement**"). As part of the Settlement, Licensee will receive a rebate from the Two Dollars (\$2.00) Facility Charge (provided that such fee was assessed and collected) of One Dollar (\$1.00) (the "**Rebate**") per ticket for season ticket holders and for group ticket sales packages sold prior to game day to charitable, educational, civic or other for-profit or not-for-profit affinity groups of ten (10) or more tickets for a single Game or Licensee Event ("**Group Ticket Sales**"), upon receipt of documentation reasonably satisfactory to Owner confirming such Group Ticket Sales. The Rebate does not apply to ticket sales for the Suite Level, SRO Vouchers used as tickets or Loge Seating. The Rebate does not apply to any Facility Charge collect at per ticket rate below \$2.00, or with respect to any ticket for which a Facility Charge is not actually paid and collected in the amount of \$2.00. At such Preliminary Settlement the parties shall distribute to the applicable party all monies then due and payable and shall pay to the applicable party any and all reimbursable expenses as provided in this Agreement.
- B. Within thirty (30) days after the date of the last regular season or, if applicable, playoff Game of each League Season during the Term, each party shall prepare and

submit to the other a final written and itemized accounting, together with payment of any sums which remain due to the other hereunder ("**Final Settlement**"). In the case of Licensee, said accounting shall be certified as accurate by a Licensee officer. In the case of Owner, said accounting shall be certified as accurate by Owner's box office Owner or business Owner. The requirements set forth in this Subsection 10.B shall survive the expiration or termination of this Agreement.

- C. Any and all payments and fees payable by Licensee hereunder shall be made by Licensee without abatement, deduction or set-off. Manager may at any time, at its election, collect all or any part of the income or reimbursable expenses due to Manager or its concessionaire(s) hereunder out of the receipts of sales of tickets, by whatever source, or concessions provided by or on behalf of Manager. Manager shall have the right, but not the obligation, to pay any expenses which are the obligation of the Licensee pursuant to the terms of this Agreement, and to withhold the amount of such expense out of the receipts of sales of tickets or from any other funds of Licensee. Licensee hereby grants to Manager, and Manager shall have, a first and prior lien upon and security interest in and to such receipts and a right of set-off to the extent of any amounts required to be paid by Licensee hereunder. Contemporaneously with the execution hereof, Licensee shall execute and deliver to Manager a UCC-1 financing statement(s) and other documents and instruments and do all such other things as may be necessary in order for Manager to perfect the grant of security herein provided.
- D. Owner and Licensee shall be entitled to audit books and records relating to the basis for any amounts shown or not shown on the Settlement statement, provided however, neither Owner nor Licensee shall have the right to examine books and records related to business generally of Owner or Licensee. If Licensee or Owner exercises its audit rights more than once with respect to any calendar year, the requesting party shall reimburse the other party for any and all reasonable and direct expenses incurred in connection with the compilation, copying and delivery of all audit materials.
- E. In the event either party finds any discrepancy in the amounts due to such party following an audit, such party shall notify the other party in writing of such discrepancy. The parties shall discuss and attempt to resolve such discrepancy for a period of thirty (30) days following receipt of such notification. In the event the parties are unable to agree on the resolution of such discrepancy, in addition to any other remedies available to the parties, the parties may submit their dispute to an independent accountant ("**Auditor**") agreed to by the parties who shall finally determine the issue and prepare written findings. If the Auditor discovers any discrepancy in calculation which should result in payments to the auditing party being increased or decreased by five percent (5%) or more of the amounts to such party, then the non-auditing party shall pay the cost of the Auditor. In either event, Owner or Licensee, as the case may be, shall pay to the other any amounts determined by the Auditor within thirty (30) days of receipt of the Auditor findings.

11. Use of Arena; Time of Occupancy

- A. Licensee licenses the Arena for the sole purpose of (i) playing League ice hockey Games and the customary pre-Game and post-Game activities presented in connection with these Games, (ii) Team Practices, and (iii) Licensee Events (collectively, a "**Permitted Use**"), at the times set forth in this Agreement, and for no other purpose. Licensee shall not have the right to conduct any pre-Game or post-Game activities, concerts or other entertainment or events (excluding youth hockey exhibition games or other skating exhibitions, coaches' interview shows, customary pre-Game activities, pre-Game analysis shows, intermission shows and post-Game wrap up shows) in the Arena without the prior written consent of Owner, which consent shall not be unreasonably withheld, provided there are no conflicts with other events in the Arena at the requested time and the proposed event relates to a Permitted Use. Any additional costs not associated with the actual Game will be the sole responsibility of Licensee. Licensee agrees to use the Arena for the entire Term for the playing of all of its home Games. Licensee agrees to play a minimum of thirty-three (33) regular season home Games in the Arena during each League Season on the Scheduled Dates or Rescheduled Dates as agreed to by Licensee and Owner, or the number of Games during each League Season as dictated by League scheduling policies.
- B. Owner agrees to open the Arena to the public approximately one (1) hour before each Game or Licensee Event unless otherwise agreed to with Licensee. Owner shall use its best efforts to give Licensee access to the visitor locker rooms by 10:00 a.m. the day of each Game or Licensee Event, unless unavailable due to the accommodation of another event occurring at the Arena, and to the ice surface for warm-ups at least two (2) hours before each Game or Licensee Event. Licensee may continue usage of the Arena for up to two (2) hours after the completion of the Game or Licensee Event, subject to Arena scheduling demands. Any additional costs not associated with the actual Game will be the sole responsibility of Licensee.
- C. If available, and provided that the ice surface is already set up and there are no conflicts with other events at the Arena at the requested time, Owner shall give Licensee and the visiting team access to the ice surface on Game days for practice, at no additional charge. Without limiting the foregoing, Owner shall use reasonable commercial efforts to make the ice available to Licensee and visiting team to accommodate League guidelines.
- D. Owner will permit Licensee to utilize the Arena for practices on non-Game days, provided that there are no conflicts with other events at the Arena (including set up for any such other event) on the requested date and time, provided that Licensee pays to Owner a charge of Two Hundred Fifty Dollars (\$250) per hour (including time spent on completing the changeovers if the Arena ice surface is not already set up) (the "**Practice Fee**"). Such expenses shall be invoiced monthly to Licensee by Owner, and shall be due and payable by Licensee within ten (10) days of the date of such invoice.

- E. Owner shall provide Licensee, for no additional charge, with the use of one (1) “Suite” (exact Suite to be determined by Owner) during the Games and Licensee’s Events, but not during any non-Licensee events at the Arena. Licensee shall pay for all catering, food and beverage costs associated with such use as part of the Settlement for such Game or Licensee Event pursuant to Section 10 hereinabove. Licensee shall purchase all such catering food and beverage from Manager as is the case for all food and beverage service in the Arena other than that provided in section 3(I). Licensee may sell tickets to its suite for Games or Licensee Events and retain one hundred percent (100%) of the net ticket revenues with respect to said tickets.
- F. In addition to the Games and the Licensee Events, Licensee may use the Arena up to four (4) times per year for events such as fan appreciation events, charitable events, marketing events, and media events, upon such terms and conditions, and subject to scheduling availability, as may be mutually agreed upon from time to time in writing by Licensee and Manager. Any costs incurred by the Arena during any such event will be charged to Licensee upon terms and conditions mutually agreed upon by Licensee and Owner prior to any such event.
- G. Holding Team’s training camp for players subject to Arena availability, upon such terms and conditions as mutually agreed upon by Licensee and Owner prior to such training camp.
- H. Licensee shall comply with any and all operating rules and procedures for the Arena which may, from time to time, be established by the Owner or the Arena Manager, provided that such rules and procedures are devised and implemented in a fair and non-discriminatory manner to all similarly situated invitees and Licensees of the Arena, and are reasonable and consistent with the general intent of this Agreement.

12. Ticket Sales; Facility Charge; Box Office Services.

- A. Owner will serve as the primary (*i.e.*, advance) box office for the Games during the Term for advance sales and Game-day sales, and have the sole and exclusive right to control the distribution of single game tickets. Licensee shall control the distribution of group sales tickets, provided that Licensee uses Ticketmaster (the “**Ticketing Company**”) as ticket agent for such sales. The cost of such box office services (including without limitation the cost of printing, mailing and labor costs, such costs not to exceed three percent (3%) of gross ticket sales sold by the box office) shall be paid by Licensee. Licensee shall have the right to control the distribution of season ticket and game-plan strips. Owner shall act as the custodian of all revenue from the sale of tickets except for those collected by Licensee (*i.e.* season tickets, game-plan strips and group sales, if applicable and to the extent such tickets are sold by Licensee). Such revenues shall not be released to Licensee until Preliminary or Final Settlement (as applicable), at which time Owner and Licensee shall provide a complete accounting of the ticket sales for the applicable Game. Any refunds from tickets sold at Owner's box office shall be determined by Owner in Owner's sole

discretion in accordance with policies and guidelines regarding refunds developed after consultation with Licensee prior to the commencement of the first League Season, and as modified from time to time after consultation with Licensee. No interruption or malfunction of the computerized ticket system or Ticketing Company's services shall be deemed a breach of this Agreement by Owner or render Owner liable for damages or entitle Licensee to be relieved of any obligations under the terms of this Agreement; provided, however, Owner agrees that it shall in good faith exercise all remedies available to Owner to enforce the terms of its agreement with the Ticketing Company in the event of a breach thereof by the Ticketing Company which negatively affects Licensee's ability to offer for sale tickets to Games, and shall coordinate with Licensee to take appropriate remedial action in the event of any interruption or malfunction of the computerized ticket system or Ticketing Company's services, if any, which negatively affects Licensee's ability to offer for sale tickets to Games. Ticket convenience fees will be charged per the Ticketing Company fee schedule, and will be charged to the buyers of the tickets. The initial fee schedule has been provided to Licensee and is subject to change.

- B. Owner is not required to provide Archtics Ticketing System or access to it.
- C. Licensee shall have the right to establish the ticket prices for the Games or Licensee Events, provided that Licensee shall consult in good faith with Owner with respect thereto. Licensee also acknowledges that Owner shall have the right to impose a ticket facility fee (the "**Facility Charge**") of Two Dollars (\$2.00) on each ticket sold to the Games or Licensee Events on top of Licensee's established ticket prices. Proceeds from the Facility Charge shall be the sole property of Owner. The Owner may establish a reduced Facility Charge at its absolute discretion with respect to any particular event or type of ticket. The Facility Charge shall be collected by Licensee and paid to Owner as part of the Settlement for each Game or Licensee Event. The Facility Charge shall be assessed against all tickets sold to any Games or Licensee Events, to complimentary tickets given to trade vendors or any other persons, except for complimentary tickets given by Licensee for charitable purposes, as determined by Owner in its good faith judgment. The parties understand that any fees charged for parking in any parking facilities shall not be considered a "Facility Charge", and shall be retained one hundred percent (100%) by Owner, provided that the Parking Charge is charged to parking patrons and is not a direct and mandatory fee imposed upon Game Tickets. The amount of any such Parking Charge shall be within Owner's sole discretion.
- D. Licensee acknowledges and agrees that the Ticketing Company shall be the exclusive ticket agent for individual Game or Licensee Event ticket sales, via all means and methods, including, but not limited to, telephone, internet, television and outlet sales. However, Licensee may solicit orders via all means and methods for Season Ticket and Group Ticket Sales.

- E. In connection with any box office (including group sales) services being provided by Owner for the benefit of Licensee hereunder, Licensee shall be responsible for paying any and all credit card, debit card, and finance card commissions or other bank merchant fees consistent with industry standards due upon the sale or processing of tickets at or from the box office and shall pay all such amounts to Owner at each Preliminary Settlement.
 - F. Admission to each Game or Licensee Event shall be by ticket only (or by press or League pass which shall be limited by good business practices, as determined by the mutual agreement of Owner and Licensee). Licensee's use and/or distribution of bartered and complimentary tickets for each Game or Licensee Event shall be subject to notice to Manager. Without limiting the foregoing, Licensee may not issue "comp", barter or trade more than 1000 tickets (in the aggregate) for any Game or Licensee Event without Manager's prior approval, not to be unreasonably withheld or delayed).
 - G. Neither party shall permit tickets or passes in excess of the seating capacity of the Arena to be sold or distributed. The parties agree that any seat with limited or impaired vision shall not be placed on sale unless mutually approved and, if so approved, such tickets shall be clearly marked accordingly as "OBSTRUCTED."
13. Letter of Credit.
- A. Licensee agrees that, as a material inducement to Owner to enter into this Agreement and as a condition precedent to Owner's obligations hereunder, Licensee shall provide Owner no later than October 1, of each League Season with an Irrevocable Letter of Credit for that particular League Season in form and content reasonably acceptable to Owner in the amount of One Hundred Thousand Dollars (\$100,000.00) to secure Licensee's obligations hereunder. Said Irrevocable Letter of Credit shall be renewed annually, prior to each League Season during the entire Term of this Agreement, and during any renewals or extensions hereof.
14. Compliance With Laws; Other Obligations of Licensee. During the Term:
- A. Licensee covenants and agrees that Licensee shall, and shall cause every person associated with it in its performance of, or exercise of rights pursuant to, this Agreement to, fully abide by, conform to and comply with all applicable federal, state and local laws, rules, regulations, ordinances and codes (collectively, "**Laws**"), and all rules and regulations of Owner for the management of the Arena. Licensee shall not use or attempt to use any part of the Arena for any use or proposed use which will be contrary to law, common decency or good morals or be otherwise improper or detrimental to the reputation of Owner. Licensee shall, and shall cause every person associated with it in its performance of or exercise of rights pursuant to this Agreement to, use the Arena and associated facilities and properties in a safe and careful manner. Without in any way limiting the foregoing, Licensee agrees as follows:

- (1) Licensee shall strictly observe, and shall cause its employees and agents to strictly observe, the fire code of the City of Evansville and Vanderburgh County, Indiana. Licensee acknowledges and agrees as follows:
 - (i) All wiring on any booths or display fixtures must meet the rules and standards of the underwriters and the fire department. Cloth, paper decorations, pine boughs, leaves, tree branches and all other decorations must be flameproofed, and use of combustible material is forbidden.
 - (ii) Approval must be obtained from the City of Evansville Fire Department, and a permit must be obtained in order to bring into the Arena explosives, gasoline, kerosene, acetylene or other fuel or combustibles. Any such permit shall be submitted for review to Owner.
 - (iii) The fire fighting equipment in the Arena, such as fire extinguishers and fire hose cabinets and exits, shall not be covered or concealed in any manner whatsoever from public view or access.
 - (iv) No gasoline motor driven vehicles will be permitted to enter into the Arena, except at Owner's discretion.
- (2) Licensee will comply with all Laws relating to the payment of all applicable taxes (excluding taxes based on Owner's net income), including, without limitation, amusement or admissions taxes or similar charges on ticket sales, admissions or reservations, business privilege taxes, and use and occupancy taxes, and will make returns and pay all such taxes and charges immediately when due.

B. Licensee agrees not to do any act or suffer any act to be done which shall mar, deface or injure any part of the Arena. Licensee shall not display or erect any letterings, signs, pictures, notices or, except as provided for herein, advertisements upon any part of the outside or inside of the Arena without the prior written consent of Owner, or make any alterations or improvements to the Arena without the prior written consent of Owner (which may be granted or withheld in Owner's sole discretion). After each use by Licensee, Licensee shall deliver up to Owner all areas in and about the Arena in as good condition and repair as the same be found at the beginning of each such use, excepting usual wear and tear. Any damage or loss resulting on account of any misuse by Licensee or its agents, contractors, invitees, employees or the visiting team of any portion of the Arena, or any use by Licensee or any of the foregoing persons of any part of the Arena in violation of any Law, shall be charged to and paid for by Licensee.

- C. In the event that any minor or foreign national is scheduled to play or appear in any Game or Licensee Event as a member of Licensee's Team, Licensee shall, in advance of such Game or Licensee Event, obtain all necessary employment certificates and other permits and authorization as may, or shall be required by any governmental authority.
- D. Licensee shall secure in advance, before the time and date of any Game or Licensee Event, at Licensee's sole cost: (i) all licenses and permits that may be required by or for the use of the Arena in connection with the presentation of the Game or Licensee Event; and (ii) any and all licenses required by any music performance societies, such as ASCAP, BMI and/or SESAC, for music to be utilized in connection with the Game or Licensee Event.
- E. In licensing the use of the Arena to Licensee, it is understood the Owner does not relinquish the right to control the management thereof and to enforce all applicable Laws and Arena rules and regulations. The decision of Owner's representative as to the number of persons that can safely and freely move about in the Arena shall be final.
- F.
 - (1) A duly authorized representative of Licensee shall be in attendance at the Arena when the doors are opened and throughout each Game or Licensee Event. Owner and its officers, agents and servants shall have the right at all times to enter any part of the Arena.
 - (2) Licensee, in coordination with Owner, shall provide all of its representatives, volunteers, and working personnel to be admitted to any working area of the Arena with distinctive, visual identification which shall be approved in writing by Owner in advance of each League Season during the Term.
- G. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the Arena shall be kept unobstructed by Licensee and persons acting under it and not used for any purpose other than ingress or egress.
- H. Licensee shall maintain in good standing its membership in the League or a league of similar quality and refrain from taking any action which leads to the revocation or loss of Licensee's right to own or operate a League franchise or own or operate a franchise in a league of similar quality.
- I. Licensee shall not permit the Team to play at any location other than the Arena (except in the event the Arena is not available) any pre-season, regular season, or playoff "home" Game, or any other games that the League schedules for the Team for the Evansville, Indiana area.

15. Insurance.

- A. Licensee shall obtain, at its own cost and expense, and maintain in full force and effect during the Term, with insurance companies currently rated A-XII or better by Best's Key Rating Guide, a minimum of the following insurance:
- (1) Comprehensive General Liability Insurance in the name of Licensee, which insures all operations of Licensee contemplated by this Agreement and the contractual assumption of liability reflected by this Agreement. Such General Liability Insurance shall be written with a limit of at least Two Million Dollars (\$2,000,000) combined single-limit per occurrence and Five Million Dollars (\$5,000,000) in the aggregate (which may be in the form of umbrella coverage) for bodily injury and property damage liability, personal injury liability, and coverage for all acts and omissions of any employees, agents or players or any contractors or subcontractors retained by Licensee. Such policy shall stipulate that such insurance is primary of any valid and collectable insurance maintained by any of the foregoing entities or anyone described in Section 15.B.(1) below, for any claim(s) arising in connection with the Games or Licensee Events or use of the Arena and that Licensee's insurance carrier will not seek indemnification from any of the foregoing's insurance carriers for any such claim(s);
 - (2) Special Form ("all risks") property insurance against loss or damage to Licensee's property in the Arena, in an amount equal to the replacement cost of such property;
 - (3) Statutorily required workers' compensation and employer's liability insurance respecting its players and employees and other personnel whose services are contemplated by this Agreement, with statutory benefits and limits which shall fully comply with all federal, state and local requirements applying to this insurance.
- B. (1) All such policies of Licensee (other than the workers' compensation policy) shall list the City, the Owner, and the Arena Manager, and each of their respective owners, agents, officers, directors, employees, and representatives as additional insureds. To the extent commercially available on commercially reasonable terms, all such policies of Licensee shall be endorsed to provide that the underwriters and insurers of Licensee shall not have any rights of subrogation against the City, the Owner, the Arena Manager, any present or future lender providing financing to the Owner in connection with the construction and/or operation of the Arena or any of their respective officers, directors, owners, employees, or agents. Further, all such policies of Licensee shall provide for thirty (30) days' notice to all additional insureds prior to any adverse modification or termination of any such policy.

- (2) Certificates of all insurance required pursuant to this Section 15 shall be provided to Owner upon execution hereof and not less than thirty (30) days prior to each League Season during the Term.
- (3) OWNER SHALL HAVE THE ABSOLUTE RIGHT TO TERMINATE THIS AGREEMENT FOLLOWING WRITTEN NOTICE TO LICENSEE AND LICENSEE'S FAILURE TO CURE WITHIN TEN (10) DAYS DELIVERY OF THE CERTIFICATE OR CERTIFICATES OF INSURANCE REQUIRED HEREUNDER, OWNER SHALL HAVE THE RIGHT TO REQUIRE ANY GAME OR OTHER LICENSEE EVENT TO BE CANCELLED OR POSTPONED IN THE EVENT THE INSURANCE REQUIRED HEREUNDER IS NOT IN FULL FORCE AND EFFECT ON THE DAY OF SUCH GAME OR LICENSEE EVENT. IN THE EVENT OF ANY SUCH TERMINATION, CANCELLATION, OR POSTPONEMENT BY OWNER, THERE SHALL BE NO FURTHER LIABILITY OF WHATSOEVER KIND OR NATURE BY OWNER TO LICENSEE, AND OWNER SHALL RETAIN THE RIGHT TO PROCEED WITH A LEGAL ACTION AGAINST LICENSEE TO RECOVER ANY AND ALL DAMAGES AND/OR LOSS OF PROFITS SUSTAINED BY OWNER OR OWNER BY REASON OF LICENSEE'S DEFAULT HEREUNDER.

16. Breach.

- A. In the event Licensee or Owner fails to perform any of its obligations herein, the party asserting a breach of this Agreement shall give to the other party notice in writing of such breach. If the party so notified of the breach shall not cure said breach within twenty (20) days after receipt of notice (if a monetary breach), or within thirty (30) days after receipt of notice if a breach of any other nature which is capable of cure, then the party asserting a breach of this Agreement, at its option, shall have the right to: (i) terminate this Agreement by giving ten (10) days written notice thereof to the other party, or (ii) sue the breaching party for legal or equitable relief, and, in furtherance thereof, the parties expressly agree that any failure by Licensee to play all of its Games in the Arena as required by Section 11.A above, unless excused under Sections 19.A or C, would cause Owner irreparable injury for which money damages could not be adequately calculated to compensate Owner, and therefore Owner shall be entitled to seek injunctive relief to restrain or enjoin any breach or threatened breach of such provision, without the necessity of posting a bond or other security, and/or (iii) pursue any other remedy allowed by law or at equity; provided, however, if Licensee's breach is not capable of cure and/or Owner may suffer irreparable harm as a result of Licensee's breach, then Owner shall not be required to give written notice to Licensee, or to wait any period of time, before pursuing any remedies hereunder. In any proceeding for relief hereunder, Owner shall be entitled to recover its costs and reasonable attorneys' fees incurred in or by reason of such proceedings. The unenforceability, in whole or in part, of any of the remedies made available in this Section 16 shall not affect or limit the non-breaching party's right to any of the remaining remedies available to the non-breaching party.

- B. Notwithstanding anything stated in this Agreement to the contrary, if a petition in bankruptcy is filed against Licensee or a bill in equity or other proceedings for the appointment of a receiver or a trustee for Licensee is filed against Licensee, or if proceedings for reorganization or for an arrangement with creditors under any State or Federal law be instituted against Licensee, or if a voluntary petition in bankruptcy is filed by Licensee, then, unless the same shall have been discharged within ninety (90) days after the happening of such event, such event shall be deemed to be a breach of this Agreement, and thereupon, ipso facto, and without notice or other action by Owner, Owner shall be entitled to any and all of the remedies specified in this Agreement and/or provided by law or at equity.
- C. All of the remedies set forth above or elsewhere in this Agreement given to Owner and all rights and remedies given to Owner by law or at equity shall be cumulative and concurrent.

17. Indemnity; Release of Liability.

- A. Licensee shall indemnify, defend and hold harmless Owner, the Arena Manager, and any present or future lender providing financing to the Owner in connection with the construction or operation of the Arena, and their respective successors and assigns, and each of their respective owners, agents, officers, directors, employees and representatives (collectively, "**Indemnitees**") from and against (i) any and all claims, suits, losses, injuries, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees and expenses) and costs of investigation (whether or not litigation occurs) (collectively, "**Losses**"), occasioned in connection with, or arising or alleged to arise from, wholly or in part, any breach by Licensee of any of its representations, warranties, covenants or agreements contained herein and (ii) any and all Losses occasioned in connection with, or arising or alleged to arise from, wholly or in part, (A) the acts or omissions, or violation of any applicable law, rule, regulation or order, of or by Licensee, or any of its agents, owners, officers, directors, members, managers, representatives, contractors, employees (and in respect of which, Licensee hereby waives its immunity under the Workers Compensation Act), servants, players, guests, invitees, participants or performers appearing at the Games or other events Licensee is permitted to host hereunder (including support personnel in connection with the presentation of the Games or other events Licensee is permitted to host hereunder), patrons, persons assisting Licensee (whether on a paid or voluntary basis) or any person admitted to the Arena by Licensee, at any time while the Arena (or any part thereof) is being used by or for the benefit of Licensee or is under the control of Licensee, or (B) Licensee's exercise of the privileges herein granted, except to the extent any such Losses were caused by the negligence of Owner and/or its employees or agents. It is the intent of this Agreement that this indemnity provision shall apply to any claims made by employees of Licensee against Owner or any of the Indemnitees, and this Agreement is deemed a written agreement for indemnity.

- B. Licensee hereby relieves and releases Owner and the Indemnitees from:
- (1) any and all liability to Licensee by reason of any injury or damage to any property in the Arena belonging to any of Licensee, its employees or invitees; and
 - (2) any and all liability to Licensee or others (to the extent Licensee may relieve or release Owner as to others), as a result of theft, vandalism or pilferage of any property belonging to, or brought into the Arena by, Licensee.
- C. This provisions of this Section 17 shall survive any termination or expiration of this Agreement.

18. Representations and Warranties.

- A. Each party represents and warrants to the other that:
- (1) such party has the full corporate power and authority to enter into and fully perform this Agreement;
 - (2) this Agreement has been duly executed and delivered by such party and constitutes a valid and binding obligation of such party, enforceable against such party in accordance with its terms (subject to general principles of equity and creditors' rights generally); and
 - (3) none of the execution, delivery or performance of this Agreement (i) requires the approval or consent of any third party, or (ii) conflicts with or results in any breach or violation of, or constitutes a default under, any material agreement or other instrument or any decree, order, law, statute, rule or regulation (governmental or otherwise) to which such party is a party or by which such party is bound.
- B. Licensee further represents and warrants to Owner, on and as of the date hereof, that it has obtained a valid franchise from the League to present the Games in the Evansville, Indiana area, that such franchise is in good standing as of the date hereof, and that it has fulfilled all of its obligations to the League, and that it has obtained any necessary consents from the League to play its home Games at the Arena.

19. Loss of Use of Arena; Force Majeure.

- A. Casualty Loss. Should the Arena or any part thereof be destroyed or damaged by fire or by any other cause, or if any Event of Force Majeure (defined below) shall render Owner unable to provide the Arena to Licensee for the purpose of playing the Games as contemplated hereunder, (i) Owner shall have the right to terminate this Agreement, without being liable or responsible to Licensee for any damage or loss

caused thereby; and (ii) if such condition was not caused by an act or omission of Licensee or its employees, agents or representatives, and (A) Owner has determined not to restore the Arena, or (B) due to such condition Owner is unable to provide the Arena to Licensee for the purpose of playing the Games as contemplated hereunder for a period of six (6) consecutive months, Licensee shall have the right to terminate this Agreement, without liability (other than liabilities accruing prior to the occurrence of such condition, if any); provided, however, in the case of subpart (B) above, if Owner is working diligently towards restoring the Arena so that it may enable Licensee to play the Games therein, but fails to complete such restoration by the end of such six (6) month period for reasons outside of its reasonable control, such six (6) month period shall be extended for an additional thirty (30) days (or longer as mutually agreed by the parties). **Licensee hereby waives and releases Owner and the Indemnitees from any and all Losses on account of such termination (whether effected by Owner or Licensee), irrespective of whether such Losses arise out of the negligence (whether ordinary or gross) of Owner or any of the Indemnitees.**

- B. Safety Precautions. Licensee acknowledges and agrees that Owner shall have the power to extinguish all utilities and order the evacuation of all or any portion of an Arena, or cause to be removed therefrom any person or group of persons, any materials, equipment or other items if, in its sole judgment, danger is imminent or dangerous circumstances have already occurred and such action is necessary to secure the safety and welfare of persons or property. **In such event, Licensee hereby waives and releases Owner and the Indemnitees from any and all Losses related thereto, irrespective of whether such Losses arise out of the negligence (whether ordinary or gross) of Owner or any of the Indemnitees.**
- C. Force Majeure. Should Licensee be unable to take possession of the Arena or present any Game or Licensee Event due to an Event of Force Majeure, without limiting the terms of Section 19.A above, (i) neither Owner nor Licensee shall have any liability under this Agreement, and (ii) performance hereunder shall be suspended during and as often as any such interruption caused by such Event of Force Majeure occurs, and the Term hereof shall be extended for a period of time equal to the period performance hereunder is suspended due to such cause, and (iii) Licensee, as its sole remedy and relief, shall receive a refund of any uncommitted or cancelable advance payments; provided that during the period of such Event of Force Majeure, Licensee shall attempt to re-book any such missed Game or Licensee Event at the Arena on a date or dates satisfactory to the parties, and if any such Game or Licensee Event cannot be re-booked at the Arena, Licensee shall be entitled to make arrangements for an alternate site to play such Game or Licensee Event within the local area, with priority being given to the Swonder Ice Arena, and Licensee shall be entitled to play such Game or Licensee Event at such alternate site, but only during the period of time that such Event of Force Majeure shall exist and provided that Licensee uses commercially reasonable efforts to mitigate and overcome such Event of Force Majeure to the extent such is within the control of Licensee. Upon the removal of

such condition, this Agreement and the rights and obligations of the parties hereunder shall be reinstated for the remainder of the Term (as it may be extended pursuant to the preceding sentence). The term "**Event of Force Majeure**" shall mean any and all acts of God, industrial disturbances, acts of the public enemy, wars or warlike action (whether actual, impending, or expected and whether de jure or de facto), insurrections, riots, vandalism, terrorism, epidemics, lightning, earthquakes, hurricanes, storms, floods, washouts, fire or other casualty, civil disturbances, explosions, breakage or accidents to equipment or machinery, threats of bombs or similar interruptions, confiscation or seizure by any government or public authority, nuclear reaction, radioactive contamination, accidents, or any other similar causes that are not reasonably within the control or caused by the party claiming the right to delay the performance on account of such occurrence; provided, however, in no circumstances shall the monetary inability of a party to perform any covenant, agreement or other obligation contained in this Agreement be construed to be an Event of Force Majeure; and provided further that the term "Event of Force Majeure" specifically excludes a strike, lock-out or other work stoppage affecting the Team and/or its players.

20. Miscellaneous.

- A. This Agreement and the Exhibits referred to herein reflect the entire agreement between the parties with respect to the subject matter hereof, supersedes any and all prior agreements or understandings, written or oral, and the parties shall not be bound by any agreement, understanding or conditions with respect to the subject matter hereof other than are expressly set forth and stipulated in this Agreement. This agreement may not be amended except by a written agreement properly signed by both parties.
- B. Notices by Owner and Licensee to each other shall be deemed duly given if delivered personally with a signed receipt evidencing such delivery, mailed by certified mail, return receipt requested, postage prepaid, or delivered by a duly recognized overnight courier service to the following addresses:

Licensee: Ron Geary
EI ACQUISITION, LLC
Louisville Executive Aviation
2700 Gast Boulevard
Louisville, Kentucky 40205

With Copy To: Bowers, Harrison, LLP
25 NW Riverside Drive
Second Floor
Post Office Box 1287
Evansville, Indiana 47706-1287
Attn: Greg A. Granger, Esq.

Owner: City of Evansville Redevelopment Commission
306 Civic Center Complex
One NW Martin Luther King Jr. Blvd
Evansville Indiana 47708
Attn: President
c/o Executive Director of Metropolitan Development

With Copy To: Bradley J. Salmon
Terrell, Baugh, Salmon & Born, LLP
700 S. Green River Rd. Ste. 2000
Evansville, Indiana 47715

And with a second copy to the current chief legal officer for the City.

C. Assignment.

- (1) Except as expressly provided in this Section 20.C(1), Licensee shall not have the right to assign, sub-license, mortgage, pledge or otherwise transfer this Agreement or Licensee's rights and obligations herein without the prior written consent of Owner which consent shall not be unreasonably withheld (a "**Licensee Assignment**"). A Change of Control (as defined herein) of the Team, whether as a result of a merger, share exchange, consolidation, asset sale, acquisition, formation of any partnership or joint venture or otherwise, shall constitute a Licensee Assignment requiring the Owner's prior written approval. A "**Change of Control**" will be deemed to have taken place if (i) more than fifty percent (50%) of the beneficial ownership or voting securities of the Licensee or any surviving entity (including any entity that is a permitted transferee of the Licensee) is held by any one or more parties that do not own more than fifty percent (50%) of the beneficial ownership in or voting securities of the Licensee as of the date hereof; (ii) the owners or stockholders of the Licensee approve a sale or transfer of substantially all of the assets of the Licensee to any person or entity that is not a wholly-owned subsidiary of the Licensee or an entity controlled by the persons currently owning fifty percent (50%) or more of the beneficial ownership of the Licensee, or a liquidation or dissolution of the Licensee; (iii) the beneficial owners of the Licensee as of the Effective Date enter into voting or other contractual agreements that effectively transfer control over the operations of the Licensee or the policy-making authority over Licensee's affairs to any other individual, trust, estate, partnership, joint venture, company, corporation, association, limited liability company, or any other legal entity or business or enterprise ("**Person**") not a beneficial owner as of the Effective Date; or (iv) a transfer of the League franchise held by Licensee to another Person other than the Licensee. Notwithstanding the foregoing, so long as Licensee is not in breach or default of this Agreement (or has taken an action or failed to take an action which, but for the passage of time, would constitute

a breach or default of this Agreement), Licensee shall have the right, without Owner's consent but upon no less than thirty (30) days prior written notice to Owner, to effect an assignment of all, but not less than all, of its interest in this Agreement to any successor of Licensee that may result from the sale of all or substantially all of the assets of Licensee (including the League franchise), or from the sale or transfer of a majority of the beneficial ownership interests in Licensee, provided that (1) the League, following investigation, has formally approved such transaction in writing, including the assignment or transfer of the League franchise currently held by the Licensee to present the Games in the Evansville, Indiana, area, which franchise shall not be negatively affected by such transaction, and (2) the proposed assignee agrees in writing to be bound by all of the terms and conditions of this Agreement. Owner shall have the right to require as an additional condition precedent of the consummation of any such assignment or transfer that the proposed assignee furnish evidence satisfactory to the Owner that the assignee's insurance and letter of credit required hereunder are acceptable and are in full force and effect from and after the closing date of such transaction.

- (2) Owner may assign this Agreement to the City or its designee, provided that the City (or such designee) assumes in writing the obligations of Owner under this Agreement. This Agreement and all the terms, conditions and covenants hereof, shall, subject to the foregoing limitations as to assignment, inure to the benefit of and bind the parties hereto and their respective successors and permitted assigns.

- D. Pursuant to this Agreement, the relationship between the Owner and Licensee is that of independent contractors and not agents or employees. Under no circumstances shall this Agreement be considered a contract of partnership or joint venture.
- E. This Agreement is entered into in the State of Indiana and, in the event of any controversy or litigation, shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to conflicts of law principles. The parties hereto consent to the exclusive jurisdiction and venue of the Circuit Court of Vanderburgh County, Indiana, in the event of any litigation between the parties.
- F. No waiver shall be effective unless in writing and executed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver in respect of any subsequent breach or default, whether or similar or dissimilar nature, unless expressly so stated in writing.
- G. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

- H. Any headings preceding the text of the several sections hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.
- I. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but together shall constitute one and the same instrument.
- J. This Agreement shall be terminable at Owner's option (without limiting Owner's other rights and remedies) if Licensee loses its League franchise or membership and does not purchase a franchise or become a member of a league of similar quality in a sufficient amount of time to compete in each League Season during the Term of this Agreement.
- K. The parties shall endeavor to avoid making any significant public disclosure or announcement regarding the matters contemplated herein without prior notice to the other party, except for such disclosures to employees, lenders, accountants, lawyers, city officials, employees and representatives, the League and other particular groups as may be necessary or appropriate in connection with the matters contemplated hereby, and except as otherwise may be required by law.
- L. No interruption or malfunction of any utility services, whether such services are provided by Owner or arranged for by Owner, shall constitute an eviction or disturbance of Licensee's use and possession of the Arena or breach by Owner of any of its obligations hereunder or render Owner liable for damages or entitle Licensee to be relieved from any of its obligations hereunder. In the event of any such interruption of any such services, Owner shall be obligated only to use reasonable diligence to restore such service, but without any liability upon Owner for failure to restore such service.
- M. Licensee acknowledges that the Arena and various parts thereof and areas therein may or will be used for the installation, holding or presentation, and removal of activities, events and engagements other than the Games, and that in order for the Arena to operate as efficiently as practicable, it may or will be necessary for the use or availability of services and facilities of the Arena, including without limitation entrances, exists, truck ramps, receiving areas, marshalling areas, storage areas, passenger and freight elevators and concession areas, to be scheduled or shared. Licensee agrees that Owner shall have the full, complete and absolute 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 and facilities is necessary or desirable, and Licensee agrees to comply with any schedule so established and to cooperate in any sharing arrangements so determined, so long as Licensee is provided adequate notice by Owner and such proposed alteration in the use and availability of such services and facilities does not violate this agreement.
- N. Licensee shall keep those portions of the Arena utilized by the Team, including but not limited to the locker room and other Team areas, in an orderly condition and shall

use its best efforts to cause all refuse, rubbish and debris to be deposited in containers at locations in the Arena which are designated for that purpose by Owner.

- O. Licensee hereby appoints Owner, or any servant, employee or agent of Owner, Licensee's agent to refuse admission to or to cause to be removed from the Arena any undesirable person. If Licensee desires to permit firearms in the Arena, whether for Games, Licensee Events or otherwise, Licensee agrees to save, defend, indemnify and hold harmless the City of Evansville and the Evansville Redevelopment Commission, and their respective directors, officers, employees, from and against any and all costs, losses, liabilities, expenses, lawsuits, claims and damages, (including, but not limited to, sums paid in settlement of claims, reasonable attorneys fees, consultant fees, and expert fees,) caused in whole or in part by the acts or omissions of Licensee, (or any of Licensee's sub-contractors, vendors, invitees or other agents or representatives) resulting from the possession, discharge, storage, carrying or use of firearms in the Arena, whether resulting in bodily injury or death to persons, or damages to or destruction of property.
- P. Owner, at such reasonable time or times as it may deem appropriate, not including during actual playing time of a Game (except in connection with emergency announcements which may be made at any time), may announce, describe and advertise over the sound system announcements, descriptions and advertisements concerning other or future events being or to be held in the Arena.
- Q. Licensee acknowledges and agrees that all trademarks, service marks, copyrights, logos, and names relating to the Arena (collectively, the "Trademarks") are the sole and exclusive property of the Owner and/or an affiliate of Owner. Owner acknowledges and agrees that all trademarks, service marks, copyrights, logos and names relating to the Team are the sole and exclusive property of the Team.
- R. Licensee shall not record this Agreement nor any memorandum or short form hereof, nor shall Licensee permit or cause same to be recorded, without the Owner's prior written consent.
- S. Each party shall, promptly after acquiring knowledge of the commencement of any legal action or proceeding relating to the other party or any occurrence at any Game or Licensee Event, give the other party notice of such legal action or proceeding. Each party shall keep the other party reasonably advised of the status of, and all significant developments in, any such legal action or proceeding.
- T. Each party shall give to the other party on the next business day, a report describing any incidents having occurred during a Game or Licensee Event of which such party has knowledge (i) involving any injury to any person at the Arena attending a Game or other Licensee Event, , including but not limited to any injuries to Game or Licensee Event participants related to the Arena facilities, or (ii) that such party reasonably determines are likely to lead to the commencement of one or more legal actions or proceedings by any person against the other party.

- U. Owner represents and warrants that the Arena has been constructed in compliance with the applicable provisions of the Americans with Disabilities Act of 1990 ("**ADA**") as amended.
- V. If Licensee seeks to amend this agreement within 2 years of its effective date, Licensee shall reimburse owner for all expenses, including legal fees, incurred in considering and responding to such request.

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IN WITNESS WHEREOF, the parties hereto have duly executed this License Agreement on the day and year first above written.

EI ACQUISITION, LLC, DBA EVANSVILLE
ICEMEN

By: Ronald G. Gonyea Ronald G. Gonyea
Name: RONALD G. GONYEA RONALD G. GONYEA
Title: PRESIDENT PRESIDENT

"Licensee"

CITY OF EVANSVILLE REDEVELOPMENT
COMMISSION

By: Robert Goldman
Name: Robert Goldman
Title: President

"Owner"

EXHIBIT "A"
SCHEDULING PROCEDURES

A. Scheduling Generally.

Licensee acknowledges that scheduling priority shall be given to the University of Evansville Men's and Women's Basketball Games (collectively, the "**UE Basketball Games**"). Once Owner and Licensee determine the schedule for any Games (as contemplated by Section B below), however, Owner shall not preempt the same as a result of any such scheduling conflict(s), except for conflicts with the UE Basketball Games, which preemption shall not exceed two (2) times during any League Season in any year under the Term of this Agreement. If at any time after the parties have agreed on the final schedule for the Games, as provided in Section B below, the Arena becomes unavailable on any proposed Game day, due to Owner's decision to exercise the preemption provisions herein, Owner shall pay Licensee the sum of Twenty Thousand Dollars (\$20,000.00) as liquidated damages and as payment in full satisfaction of all obligations and liabilities of the Owner for the preemption of such Game. Licensee shall be permitted to reschedule the preempted game or games during the League Season after consultation with the League and the Owner. If Licensee does not conduct a Game or other Licensee Event on a date scheduled (a "**Cancellation**"), and if Licensee has given Owner less than sixty (60) days prior written notice of Cancellation of a Friday or Saturday Game or Licensee Event, or less than thirty (30) days prior written notice of Cancellation of a Sunday, Monday, Tuesday, Wednesday, or Thursday Game or Licensee Event, then Licensee shall pay Owner a cancellation fee of Eight Thousand Five Hundred Dollars (\$8,500.00) (the "**Cancellation Fee**"), whether or not the cancelled Game or other Licensee Event is rescheduled for a later date. If rescheduled, Licensee shall remain obligated to pay the full License Fee and all other amounts due and payable with respect to the rescheduled Game or other Licensee Event, and shall not be entitled to apply the Cancellation Fee toward any such amounts unless the Game or Licensee Event was rescheduled due to weather conditions or other acts of God. If Licensee does give Owner at least sixty (60) days prior written notice of Cancellation of a Friday or Saturday Game or Licensee Event, or at least thirty (30) days prior written notice of Cancellation of a Sunday, Monday, Tuesday, Wednesday, or Thursday Game or Licensee Event, or if the cancellation was due to weather conditions or other acts of God, then Licensee shall pay Owner the Cancellation Fee of Eight Thousand Five Hundred Dollars (\$8,500.00), but if the cancelled Game or other Licensee Event is rescheduled for a later date, Owner shall give the Licensee a credit equal to the Cancellation Fee, which shall be applied against the License Fee for the rescheduled Game or Licensee Event. Licensee shall not be entitled to a refund of any unused portion of such credit and may not apply any unused credit against any other amounts owed by Licensee hereunder. Licensee shall remain obligated to pay all other amounts due and payable with respect to the rescheduled Game or other Licensee Event.

B. Game Scheduling Procedures.

Subject to the provisions of Section A above:

1. Exhibition and Regular Season. Prior to each League Season of the Term, Owner shall consult and develop with Licensee, no later than June 1, with a list of forty (40) available dates for the Arena in October, November, December, January, February, and March of that League Season, including at least twenty-six (26) weekend dates (Friday, Saturday, or Sunday). Licensee shall select a total of thirty-five (35) dates by no later than June 15 (the "**Exhibition and Regular Season Game Dates**"), on which to present in its discretion up to two (2) exhibition, if any, and the League mandated thirty-three (33) regular season Games at the Arena, and Licensee shall release to Owner the five (5) remaining dates which Licensee does not elect to use; provided, however, no exhibition games shall be scheduled at the Arena for the 2011-2012 League Season and no events shall be scheduled prior to November 1, 2011. Licensee acknowledges that Owner may hold other events on the day of Games, provided such other events do not unreasonably interfere with the Games.

2. Playoff Season. Licensee may schedule the Arena for Team Playoff Games, subject to the availability of the Arena on the dates requested. Owner shall make reasonable efforts to keep a reasonable selection of dates available for Team Playoff Games and Team playoff practices, so long as the Team is in contention for post season play.

3. Increase in Game Schedule. If the League increases the number of exhibition or regular season Games in its schedule, the number of Exhibition and Regular Season Game Dates shall be increased accordingly, subject to availability and the preemption provisions of Section A above.

C. Non Game Day Team Practice Scheduling Procedures.

1. The parties acknowledge and agree that the Arena is not intended or expected to be the primary location of Team Practices, and the parties expect most Team Practices to be held at Swonder Ice Arena. Licensee will be responsible for making a separate agreement for the use of the Swonder Ice Arena for practice time and/or fitness training. Notwithstanding the foregoing, if the Licensee desires to use the Arena for Team Practices it may do so, subject to the terms and conditions, including payment terms, of the Agreement, and subject to scheduling availability. The Owner may decline scheduling requests for Team Practices for any reason in its sole discretion. In the event the Owner approves the scheduling of a Team Practice and then later decides to cancel said Team Practice due to the desire to schedule another event or for other reason, Owner may do so without liability of any kind to Licensee upon reasonable notice to Licensee.

D. Team Hosted NHL Games, and Team Hosted League All-Star Games Scheduling Procedure.

1. In the event the Licensee wishes to use the Arena for a Team Charitable Event, a Team Hosted NHL Game, or a League All-Star Game, then Owner shall provide Licensee with a list of possible dates for such events, and the Licensee may select one of such dates for the event.

EXHIBIT “B”
SUITE LEVEL SEATING AND LOGE SEATING

Suite Seating

Suite 1 – 16 seats, 4 Standing Room Only (SRO)
Suite 2 – 16 seats, 4 SRO
Suite 3 – 10 seats
Suite 4 – 8 seats
Suite Club – 17 seats
Suite 5 – 8 seats
Suite 6 – 10 seats
Suite 7 – 16 seats, 4 SRO
Suite 8 – 16 seats, 4 SRO
Suite 9 – 16 seats, 4 SRO
Suite 10 – 16 seats, 4 SRO
Suite 11 – 16 seats, 4 SRO
Suite 12 – 16 seats, 4 SRO
Suite 13 – 16 seats, 4 SRO
Suite 14 – 16 seats, 4 SRO
Suite 15 – 16 seats, 4 SRO
Suite 16 – 32 seats, 8 SRO
Suite 17 – 16 seats, 4 SRO
Suite 18 – 16 seats, 4 SRO
Suite 19 – 16 seats, 4 SRO
Suite 20 – 16 seats, 4 SRO
Suite 21 – 16 seats, 4 SRO

Total Suite Seating – 324 seats, 72 SRO, 17 suite club seats

Loge Seating

Sec 102 – 8 seats
Sec 103 – 10 seats
Sec 104 – 10 seats
Sec 105 – 4 seats
Sec 106 – 4 seats
Sec 107 – 10 seats
Sec 108 – 10 seats
Sec 114 – 10 seats
Sec 115 – 10 seats
Sec 118 – 9 seats
Sec 119 – 10 seats

Total Loge Seating – 95 seats