

## AGREEMENT

This AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, to be effective May 1, 2025, by and between Columbus, Georgia, a consolidated government (“Licensor”), Ignite Pro Hockey, L. L.C., a Georgia limited liability company (“Licensee”).

### RECITALS

A. The parties hereto enter into a Lease Agreement for Professional Hockey, to be effective as of May 1, 2025, all in accordance herewith and pursuant hereto,

B. Licensor is the owner of the Columbus Civic Center (the “Civic Center”), which contains an arena that is suitable for playing hockey games, in Columbus, Georgia.

C. Licensee operates a professional hockey team (the “Team”), which Team is presently sanctioned as a team by the Federal Prospects Hockey League, Inc., its successors or assigns in interest or as franchisee of Team (the “League”). In addition, Licensee promotes and produces Pre-season Games, Regular Season Games, Playoff Games and NHL or other Professional Hockey Exhibition Games such as the FHL All-Star Game or key related entertainment event (“Hockey Events”).

D. Licensor wishes to grant to Licensee certain rights to use the Civic Center, and Licensee wishes to use the Civic Center, all in accordance with and pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto do agree as follows, to-wit:

### SECTION 1

#### DEFINITIONS

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

"Applicable Taxes" means with respect to any revenues, all Applicable Taxes, assessments or fees required by law to be collected in connection with such revenues, excluding any income taxes.

"Arena" means that part of the Columbus Civic Center that contains a seating bowl, a floor area appropriate for staging League Games and Hockey Events, a hockey playing floor, equipment suitable for playing Hockey Games and related facilities, The Arena seats approximately 7,500 persons for Hockey Games.

"Concessions" has the meaning set forth in Section 8.1

“Exclusive Areas” means the following with respect to the Arena. Exclusive Areas are defined as assigned areas mutually agreeable to the Licensor and Licensee and exclusively available to licensee during scheduled Hockey Events only Licensor reserves the right to these "exclusive areas" for other event usage during the hockey season when a Hockey Event is not scheduled in accordance with the terms of this agreement with exception of Licensee office space and equipment room off the loading dock which shall be exclusively available to Licensee throughout the entire hockey season:

- (a) scoreboard system, scoreboard control room, public address system, telescreen and other electronic and computer systems (including all necessary conduits, receptacles and ductwork necessary for the operation thereof);
- (b) media room;
- (c) merchandise areas;
- (d) home hockey team players' lounge;
- (e) visiting hockey team locker room and training room, and
- (f) referees' locker room

"Advertising" means negotiated signage/advertising located or to be located inside the Arena and the Exclusive and Non-Exclusive Areas visible during all events at the Arena.

"League" has the meaning set forth in the Recitals.

"League Game Date" means a date on which a League Game is scheduled to be played.

"League Game" or "Hockey Game" means a game (including pre-season, regular season and post-season) played by the Team at the Arena.

"League Standards" means the rules, regulations, standards and guidelines governing the facility and equipment requirements of the League and its teams, and as such, League Standards as may be amended from time to time hereafter. A copy of the League Standards, and any subsequent revisions to the League Standards, may be attached to this contract as an addendum.

"Licensee Exclusive Areas" means the following:

- (a) Existing office space consisting of a minimum of 2,000 square feet;
- (b) equipment rooms and storage space in the Civic Center suitable for the storage of Team and hockey equipment and supplies during hockey season;
- (c) home hockey team locker room and training room and coaches' and trainers' offices for the Team in the Civic Center during hockey season and in the Rink by mutual agreement of Licensor and Licensee;
- (d) fifty (50) parking spaces to be made available during normal business hours throughout the hockey season located in the west side parking lot of Civic Center;
- (e) During the time period for each Game Date stipulated in 3.1 (a) hereof, Licensee shall also have the sole and exclusive use of the entire west side parking lots of Civic Center, which shall be cordoned off in similar fashion as such areas are presently being blocked off for Hockey Games, Provided, however, that Licensor may request Licensee to relinquish such sole and exclusive use of

such areas, in whole, or in part, at any time or from time to time hereunder) which request shall not be unreasonably withheld by Licensee. In addition, in the event Licensor intends to use the east side parking lot of the Civic Center for non-parking purposes and special events which might compete or conflict with a Hockey Event, then Licensor agrees to coordinate such special usage of the east side parking lot with Licensee, and

- (f) (f) Pro Shop RFP to be issued for the 2024-2025 Season and Ignite Pro Hockey, LLC will no longer have exclusive rights.

“Licensor Services” has the meaning set forth in Section 5.

Merchandise Arenas” means all areas in the Arena where merchandise may be sold.

“Non-Exclusive Area” means the following with respect to League Game and Hockey Event days in the Arena:

- (a) outdoor plaza, entryways, stairs, elevators, escalators, concourses, lobbies, exits, sidewalks and passageways;
- (b) parking areas adjacent to the Arena, except only, as is otherwise stipulated for exclusivity purposes in(d) of "Licensee Areas" hereof; and
- (c) lounges, dining areas, banquet rooms, meeting rooms, dressing rooms and hospitality areas, except during Hockey Games and Hockey Events as defined herein, during which games and events such areas shall be held for exclusive use by Licensee only;

"Hockey Event" has the meaning set forth in Section C of the Recitals.

"Hockey Event Day” means a day on which a Hockey Event is conducted at the Arena. It does not include rehearsal, move-in or move-out days, or set-up days,

“Team” means, a professional hockey team and operated by Licensee, which plays all of its home games in the Arena, "Team has the meaning as set forth in Section C of the Recitals.

“Term” has the meaning set forth in Section 2.

"Rink" means a 37,010 square foot free-standing building adjacent to the Arena, having a seating capacity of 350, and located on the west side of the Civic Center.

## SECTION 2

### TERM

- (a) The initial term of this Agreement shall commence on May 1, 2025 and end at midnight on June 1, 2029, unless extended or sooner terminated, all as provided in this Agreement.
- (b) In addition to any rights set forth in Sections 12 or 13 below, Licensee and Licensor shall have the right, to terminate this Agreement for any reason upon the giving of ninety (90) days prior written

notice to the other party, without any further obligation to the other party hereunder, of whatsoever kind and nature. Notwithstanding the forgoing, Licensor's right to terminate may not be exercised to replace the Team with another professional hockey team without the written consent of the Licensee.

### SECTION 3

#### USE OF ARENA BY LICENSEE AND LICENSOR

##### 3.1 Licensee's Use.

###### (a) Arena and Exclusive and Non-Exclusive Area Use for League, Games and Practices.

- (i) On each League Game Date, from four hours prior to the commencement of the League Game until one hour after the completion of the League Game, subject to Section 3.7. hereof, Licensee and its personnel, guests and invitees (including holders of tickets of admission' to the Arena, holders of press and media credentials and visiting team personnel) shall have the exclusive possession and use of the Arena and the Exclusive Areas and non-exclusive use of the Non-Exclusive Areas for (the purpose of playing the League Game, and the exhibition thereof, live and by radio, television or any other medium. During all periods for which a Team practice or an Other League Event has been scheduled in the Arena in accordance with Section 4, Licensee and its personnel, guests and invitees shall have the exclusive possession and use of those components of the Arena and the Exclusive Areas and the non-exclusive use of those components of the Non-Exclusive Areas that are necessary for the conduct of such practice or event.
- (ii) Licensor shall also provide Licensee with three hours of daily practice time from 9:00 a.m. until 12:00 p.m. including seasonal and playoff practices, and those terms stipulated in Section 4.2 hereof, should any conflict arise in regard to daily practice time in the Arena, then Licensor may substitute, at no cost to Licensee, such daily practice time in the Rink, providing, as much as possible and practicable, either daily practice time pursuant hereto in the Arena or in the Rink.
- (iii) Licensor agrees to make the Arena and Exclusive Areas available to Licensee at least four hours prior to any ice Hockey Games.

###### (b) Arena and Exclusive and Non-Exclusive Area Use for Hockey Events and Rehearsals. On each Hockey Event Day from 6:00 a.m. on such Hockey Event Day until one (1) hour after the completion of the Hockey Event (allowing Licensee a sufficient period of time to pack and move stage equipment relating to the Hockey Event) but in no event later than 6:00 a.m. on the day such Hockey Event Day, subject to Section 3.6 below, Licensee, and its licensees and/or contractees and their respective personnel, guests and invitees (including holders of tickets of admission to the Arena, holders of press and media credentials and performers and their personnel) shall have the exclusive possession and use of the Arena and the Exclusive Areas and non-exclusive use of the Non-Exclusive Areas for the purpose of presenting the Hockey Event, and the exhibition thereof, live and by radio, television or any other medium with the exception of ice surface, with which Licensor reserves the right to take immediately following the completion of the Hockey Event for the purposes of floor changes. During all periods for which a rehearsal has been scheduled in the Arena in accordance with Section 4, Licensee, and its licensees and/or contractees, as well as any performers and their respective personnel shall have the exclusive possession and use of those components of the Arena and the Exclusive Arenas and the non-exclusive use of those components of the Non-Exclusive Areas that are necessary for the conduct of such rehearsal.

(c) Licensee Areas

- (i) At all times during the Term but subject to Section 3.6 below, Licensee shall have the exclusive use and possession of the Licensee Areas, together with nonexclusive rights of ingress and egress on, over and through the Civic Center complex to the Licensee Areas. Licensee shall pay for telephone service and furnishings in the office space included in the Licensee Areas. At mutually convenient times during the Term and to the extent available, Licensor shall provide Licensee with use of such other space (e.g., VIP lounge, media room and meeting space) in the Civic Center as requested by Licensee.
- (ii) At all times during the Term Licensee shall have the exclusive use of designated administrative (office) space, locker room space, training room space, public relations and other space, under existing agreement with Licensor. Nothing in this agreement or not in this agreement shall be deemed to diminish Licensee's rights to this space., Licensee will, at no additional rent, be entitled to the free and unrestricted use of the office space seven days a week, twenty-four hours a day, fifty-two weeks out of the year at no additional rent. Licensee will also be entitled to the use of the locker rooms and other training facilities at all reasonable times throughout the term of the lease.

(d) Payments. Licensee shall not be required to make any payment for rent of the Arena except as provided in this Agreement, but only on a games played basis. Licensee agrees to pay for additional costs, Including but not limiting, food & beverage and security if they use Arena for special event. Payment for rent will be exempt for mutually agreeable charitable events.

3.2 Manner of Licensees Use, At all times during the term, Licensee shall use the Arena in accordance with all applicable laws, ordinances and regulations.

3.3 Proceeds from Licensee Activities. Licensee's right to use of the Arena and the Exclusive and Non-Exclusive Areas and Licensee Areas shall include the right to any and all proceeds from the conduct of any of the activities permitted to be conducted by Licensee, except, as otherwise provided pursuant to this agreement.

3.4 Grant of License. This Agreement is intended and shall be construed as a grant of a license by Licensor to Licensee and shall not operate to vest in Licensee any ownership interest in the Arena or the property of Licensor, whether real or personal) tangible or intangible.

3.5 Surrender, At the time this Agreement terminates, whether by expiration of the Term or by early termination, Licensee shall, within a period of time mutually agreed upon Licensor and Licensee, vacate the Arena and remove its property from the Arena.

### 3.6 Licensor Use.

- (a) Licensor reserves the right to use the Arena and all other portions of the Civic Center for itself and for the use of others so long as such use does not interfere or conflict with other provisions of this Agreement or the rights of use and occupancy granted to Licensee hereunder. Licensee's use of Arena and Civic Center in accordance herewith and pursuant hereto shall be paramount and superior in the event of any such conflict with a Hockey Event.
- (b) Licensee's exclusive use and possession of the Exclusive Areas and Licensee Areas as provided in Section 3.1 above shall be subject to the common use and occupancy thereof by employees, agents and contractors of Licensor for the purpose of enabling Licensor to perform Licensor Services and its other obligations as owner, operator and manager of the Arena.
- (c) Licensor and its agents and representatives, upon prior notice to Licensee (or without prior notice in the event of an emergency threatening health or safety) shall have the right to enter into and upon any and all parts of the Civic Center, including the Arena and the Licensee Areas, for any legitimate reason related to the obligations of the parties to this Agreement or for any legitimate reason related to fulfilling Licensor's obligation as owner, operator and manager of the Civic Center.

3.7 Capital Improvements. Licensor shall make, at its own cost, all capital improvements necessary, to maintain the Arena in condition as mutually acceptable to Licensee and Licensor for the conduct of Hockey Events and League Games (including, but not limited to, providing a suitable iced playing surface for League Games pursuant to League Standards), and necessary for Licensor to comply with its obligations under this Agreement, Licensor can undertake any capital improvements deemed appropriate by Licensor without Licensee's consent, provided that any such improvement would not conflict with the rights of use and occupancy granted to Licensee hereunder and provided, further that Licensor shall use its best efforts to minimize the interference with Licensee's use of the Arena Licensor shall cause all Exclusive and Non-Exclusive Areas and Licensee Areas to comply with applicable League Standards as the same may be waived or modified by agreement of Licensee and Licensor.

## SECTION 4

### SCHEDULING

4.1 Other Contracts. Licensor shall have the right to renew, extend or enter into any similar agreements with any other contractees for use of the Civic Center and/or Arena, provided that any such similar agreements: (i) shall not conflict with the provisions hereof, and (ii) do not give the contracting party greater rights with respect to scheduling between October 1st and May 31st than are provided to Licensee hereunder.

### 4.2 Procedure.

- (a) Licensor shall give Licensee priority for available booking dates February 15<sup>th</sup> every year for the upcoming regular season. The Licensor agrees to provide a minimum of 50 dates between October 15<sup>th</sup> and April 15<sup>th</sup>, twenty-two (22) of which must be premium weekend dates (at least every other Friday or Saturday and a maximum of 3 Sundays after February 14), and which dates will be provided and reserved by Licensor for exclusive use of Licensee hereunder up to the official release of the League Schedule.

All other dates are subject to availability based on previous annual shows and community events (i.e. Disney On Ice, PBR, GHSÀ, etc.) All dates not required by the official schedule will be released back to the Licensor within seventy-two (72) hours of the release of the League Schedule or any subsequent change to the League Schedule. At least five (5) weekend dates (Fridays, Saturdays or Sundays) will be released back to Licensor within seventy-two (72) hours following the release of the League Schedule or August 15 of each year whichever is earlier. All ice related events of Licensee must be held between October 1st and May 31 (or the last game of the team's regular or play off season) of each year unless ice is already in place prior to October 15th or available after May 31 of each year. Anything in this Section 4.2 to the contrary notwithstanding, the parties hereto shall, by mutual agreement, release back to Licensor, prior to the seventy-two (72) hour period following the release of the League's Schedule hereinabove stipulated, such reserved dates provided for herein as Licensor may need for special events at the Civic Center, which mutual agreement shall not be unreasonably withheld on the part of Licensee.

- (b) In the event Licensee is in any playoff or championship games, then Licensor shall provide booking dates between March 15th and May 30th or such other period as the League may mandate, for such events in the most reasonable and mutually agreeable manner as will not conflict with any outstanding contractual commitments already made by Licensor, and Licensor will make every effort not to contractually commit any conflicting events during such period so as to enable Licensee to use the Civic Center, Arena and Rink) in accordance herewith, in the event the Team is in playoff or championship games.
  
- (c) In the interest of a cooperative effort and recognizing the Licensor's mandate to provide a variety of entertainment opportunities to the community, the Licensee and Licensor agree to work together to ensure reasonable and prudent resolution to scheduling challenges.

#### 4.3 Practices.

- (a) Licensor shall make the Arena, or Rink if Arena is unavailable, available for game day practice to both the Team and its opponent by 9:00 a.m. and throughout the day of each League Game. In addition, between October 15th and April 30th, or such other period as the League may mandate, Licensor shall make the Arena, or Rink if Arena is unavailable, available for a minimum of three (3) hours daily practice between 9 a.m. and 12 p.m., which practice shall be in addition to the practice stipulated and provided for in Section 3. I (a)(ii) hereof, Further, Licensor shall make the Arena, or Rink if Arena is unavailable, available for Licensee's training camp for a two (2) week period prior to the first game of the each season of each year hereunder between the hours of 8:00 a.m. and 8:00 p.m. Licensor will commit no less than ten consecutive days for their annual camp within the aforementioned fourteen (14) day period. Licensee reserves the right to assign the ten (10) consecutive days of camp usage, All other camp days and times outside the aforementioned ten (10) camps days assigned by Licensee are subject to availability.
  
- (b) All of the afore stipulated reserved and exclusive practice times shall, for all purposes hereof, be termed "Reserved Practice Times". Licensee or the Team shall be entitled to schedule practices on games days, and every other day when needed. Should any conflict arise in regard to Reserved Practice Times in the Arena, then Licensor may substitute such Reserved Practice Times in the Rink,

providing, as much as possible and practicable, either Reserved Practice Times pursuant hereto in the Arena or in the Rink.

4.4 Other league Events. Licensee shall be entitled to schedule hockey-related events other than League Games (Other League Events) at the Arena upon notice to Licensor, subject to the availability of the Arena for such purposes, Licensor shall use commercially reasonable efforts (but shall not be required to make any payment to any other party) to provide Licensee with use of the Arena for such Other League Events. Other League Event shall be deemed a League Game for all purposes of this Agreement, and shall include all-star games and any hockey related activity but shall not include remunerative commercial figure skating or other entertainment skating events.

4.5 Rehearsals. Licensor shall make the Arena available for rehearsals during the day of each Hockey Event. Licensee or its licensees or contractees or their respective personnel or employees shall be entitled to schedule rehearsals on other days upon notice to Licensor, subject to the availability of the Arena for such purposes, Licensor shall use commercially reasonable efforts to provide Licensee with such additional dates and times for rehearsals on non-event days.

4.6 Other Events. Licensor shall have the right to schedule other non-hockey related sporting events, concerts, circuses, ice shows and other events in the Arena, provided that: (i) no such event shall relieve Licensor of any of its obligations under this Agreement; (ii) no event shall conflict with a League Game Date or Hockey Event Day, or a practice or rehearsal scheduled in accordance with this Section 4 and (iii) Licensee shall be in sole charge and control of any and all hockey related events, of whatsoever kind and nature, held at the Civic Center, with Licensor having no right in any form or manner, whatsoever, to schedule, contract for, or allow a hockey related sporting event to be held at the Civic Center, other than under the sole auspices, charge and control of Licensee.

4.7 Displacement of Events. Licensor shall have the right to alter any scheduled Hockey Event in order to accommodate a prime event at the Civic Center; provided, however, in the event that the rescheduling moves the Hockey Event from a Friday or Saturday to any other weekday, or Licensee can demonstrate that the rescheduling has cost it a significant promotional opportunity, Licensor agrees to set-off, as against the next immediately due rent or rents hereunder, the sum of \$2,000.

4.8

## SECTION 5

### LICENSOR SERVICES

5.1 Licensor Services. During the Term, Licensor, at its sole cost and expense (except as otherwise expressly provided), shall provide the following to Licensee (Licensor Services):

- (a) Heating, ventilation and air-conditioning which will cause the Arena to be maintained at temperatures and a level of air quality customary for comparable facilities, except if emergency conditions exist which make it impossible to provide such heating, ventilation and air-conditioning;
- (b) Utilities, including electricity) gas, hot and cold water, lighting, telephone and intercommunications equipment, elevators and escalators, customary for comparable facilities (it being understood that



Licensee shall be responsible for the costs of obtaining telephone and intercommunications services for its own use at the Arena);

- (c) Lighting equipment and apparatus adequate for color telecasts, without additional or supplemental lighting equipment or apparatus, in accordance with applicable League Standards as the same may be waived or modified by agreement of Licensor and Licensee;
- (d) Maintenance and repair of the Arena and all of its components in compliance with all applicable governmental laws, ordinances and regulations and in clean and good condition, subject to ordinary wear and tear and damage by fire or other casualty;
- (e) Protection and security of the Arena and all its facilities consistent with Licensor's current practices;
- (f) Grounds maintenance, including, but not limited to keeping sidewalks, parking areas and other areas immediately surrounding the Arena in compliance with all applicable governmental laws, ordinances and regulations and reasonably free of debris, dirt, litter and trash;
- (g) Operation of box office facilities (as more fully set forth in Section 6 during all business hours and on each Hockey Event Day and League Game Date during published box office hours of Monday through Friday 10 a.m. to 5 p.m.; Saturday on Event Days Only at 1p.m.; and Sunday on Event Days Only at 1:00 p.m. (or three hours prior to game event). Box Office will be open through the second period of each League Game Date or the end of intermission of each Hockey Event Date; Exceptions are made for early events or other factors.
- (h) Set-up of ice surface and staging areas for League Games, practices, Hockey Events and rehearsals, in accordance with League Standards and the standards of the Team; and
- (i) Day-of-event services for each League Game ("League Game Day Services) and each Hockey Event and rehearsal ("Hockey Event Day Services"), as follows:
  - (i) Operation of all Arena parking areas and Concessions;
  - (ii) Retention, management and supervision of day-of-event personnel necessary for preparing the Arena for, operating the Arena during and cleaning up the Arena after, a League Game or Hockey Event, including, but not limited to, security and crowd control personnel, medical and emergency personnel, ushers, ticket sellers, ticket takers, telephone receptionists, electricians, maintenance and janitorial personnel and other necessary labor, but excluding game officials, referees, timekeepers or stagehands, and persons involved in on-ice activities;
  - (iii) Conversion of the playing surface or staging area for use for League Games or Hockey Events, deployment of equipment for League Games and cleanup following League Games or Hockey Events;
  - (iv) Provision and maintenance of all hockey equipment required by League Standards for the presentation of League Games, all in clean and good working condition and otherwise in compliance with League Standards;

- (v) Licensor shall pay related security costs, Emergency Medical Services Unit for spectators, and pay all ticket personnel, ushers and doormen. Licensee agrees to pay for all Hockey Game officials including referees, scorers, and timekeepers;
- (vi) Licensee agrees to pay all stagehand and skilled laborers (to include sound, special effects, video sound operator, and lighting technicians, etc.) employed by Licensor at the request of Licensee, provided, however, that. Licensee can call into question what Licensor is paying such laborers and technicians and bid such work out for less, with Licensor's approval, which approval shall not be unreasonably withheld;
- (vii) Licensee agrees to provide a team physician and medical staff for all hockey related events at its own expense;
- (viii) The Licensor agrees to pay for the installation of ice ads, logos and lines. The Licensor reserves the right to determine the most suitable and cost effective materials for ice ads, logos, and lines. Licensee will have all artwork ready for installation, so as to facilitate Licensor's compliance herewith;
- (ix) The Licensor agrees to pay for the installation and maintenance of hockey goals, nets, and ice maintenance machine driver;
- (x) The Licensor shall provide a suitable ice surface for games and practice sessions as provided by this Agreement, If damage occurs to the ice surface beyond Licensor's control, making it unplayable, Licensor assumes no responsibility for providing an alternate playing site, and
- (xi) Licensor shall provide a suitable ice resurfacing vehicle and driver for all Licensee's Hockey Games and Hockey Events,

5.2 Levels of Service. Licensor shall retain, manage and supervise, and be responsible for, all personnel needed to perform the Licensor Services. Standards of quality and minimum levels of all Licensor Services, including staffing, shall be subject to the mutual approval of Licensor and Licensee, but in no event shall such standards be less than the standards for all other events at the Arena with similar anticipated attendance levels.

### 5.3 Rent and Expenses.

- (a) Except, only, as is otherwise specifically provided for herein, Licensee's sole monetary duty and obligation hereunder, of whatsoever kind and nature, shall be to pay Licensor a total sum of \$3,800.00 for each League game and Hockey Event at the Civic Center scheduled for Fridays and Saturdays (Premium dates) and \$3,200.00 for each League game and Hockey Event at the Civic Center scheduled for Sundays – Thursdays (non-Premium dates).
- (b) Rent is due at settlement on the following business day for each game. Settlement shall occur on the first business day following a League Game or Hockey Event held at the Civic Center. Transfer of funds from Licensor or Licensee shall occur on the same business day as settlement providing settlement is prior to 12:00p.m. Noon and said business day is not a bank or City government recognized holiday.

- (c) The Licensee will have the full and unrestricted use of the Civic Center, all as provided herein, free of any further charges whatsoever on "Hockey Events" as defined above in Section C of the Recitals.
- (d) The Licensor agrees to waive rent for the season opening exhibition game when said rent is used fully for the charitable donation to the United Way. Licensee agrees to acknowledge Licensor's participation in all publicity for such donation.

## SECTION 6

### TICKETS, SUITES, ETC.

#### 6.1 Tickets.

- (a) Licensee shall have the exclusive right to sell and control all tickets for League Games and Hockey Events, as well as establish the face value of such tickets, in its sole judgement and absolute discretion, and to receive all revenues derived therefrom, Licensee shall have the exclusive right to determine the seating manifest for all League Games and Hockey Events.
- (b) For each Hockey Season hereunder, Licensee shall provide Licensor with up to thirty (30) complimentary reserved tickets per league game, all of which shall be regular tickets. Tickets provided to Licensor pursuant to the foregoing may be distributed at the discretion of Licensor, but may not be sold. All Tickets will be tracked and a list shall be provided to Licensor. Licensor reserves the right to renegotiate by mutual agreement between Licensor and Licensee the complimentary ticket amount on an annual lease year basis, i.e. October 1st through September 30<sup>th</sup>.

#### 6.2 Box Office; Ticket Printing

- (a) Licensor shall operate and control all box office facilities and ticket personnel at the Arena and will use such facilities for (among other things) the sale of tickets for League Games and Hockey Events, All collections made by Licensor from sales of tickets for League Games and Hockey Events shall be remitted to Licensee, net of credit card fees, no later than the third working day following such League Game or Hockey Event. Such collections shall be remitted together with an itemized statement from Licensor indicating the number of tickets sold, the prices of such tickets, credit card fees, and other data reasonably requested and mutually agreed upon by Licensor and Licensee, All tickets shall be sold at, and Licensee shall be entitled to, 100% of the face value of same as determined by Licensee, except for credit card fees.
- (b) Licensor shall be responsible for printing all tickets to League Games and Hockey Events, other than season tickets to League Games. Season Tickets are to be printed on paper stock other than Licensor's standard ticket stock, with the Licensee to timely provide Licensor all information required for printing such latter tickets. In addition, Licensee shall reimburse Licensor for all direct costs mutually agreed upon by and between Licensor and Licensee that have been incurred by Licensor in providing Season Tickets, only. Licensor, at its sole cost and expense, shall be responsible for the printing of all other tickets to League Games, whether regular, playoff, championship, exhibition, or otherwise,

and for any and all Hockey Events coming under the terms of this Agreement, Licensor, however, reserves the right, without payment to Licensee, to advertise or sell advertising on any such latter tickets, which is non-competitive by nature to Licensee, Licensor shall also provide to Licensee, at its sole cost and expense, a ticketing machine, printer and ticket stock.

- (c) The Licensor retains exclusive rights to contract with a qualified ticket service or software provider for the purpose of providing ticketing to events at the Civic Center, subject, however, to the provisions hereof.

6.3 Pricing. As stated above, Licensee shall have absolute discretion in determining the ticket prices for all tickets sold for League Games and Hockey Events.

#### 6.4 Hospitality Suites.

- (a) Licensee shall have the exclusive right to license all hospitality/luxury suites for League Games and Hockey Events (on such terms as Licensee shall determine, in its sole judgment and absolute discretion), at no additional cost or charge, of whatsoever kind and nature, to Licensee and with all rental revenue derived therefrom, whatsoever, to be solely and absolutely due and payable to Licensee.
- (b) Licensor represents and warrants to Licensee that it has the right to authorize Licensee to sell licenses for hospitality/luxury suites in the Arena for League Games and Hockey Events, and that it has not granted the right to sell licenses for such hospitality/luxury suites to any other event(s).
- (c) Licensee and its designees shall have the exclusive right to the possession of any unsold hospitality/luxury suites for any purpose for all League Games and Hockey Events, at no charge.
- (d) Licensee shall be responsible for keeping and maintaining the Hospitality Suites used by Licensee hereunder in a clean, orderly, broom swept, first-class condition as when first let, and shall pay for any damages to any Hospitality Suite occasioned by its use hereunder SECTION 7

### ADVERTISING

#### 7.1

- (a) The Licensee shall have the sole and exclusive right to sell permanent advertising space inside the Arena Bowl of the Civic Center only, to include all digital signage (night of hockey events) ice, dashers, all of the back-lit signage, except one sign already contracted to the Columbus Lions, and both of Licensor's Zamboni's Starting with the 2019-2020 Hockey Season, and throughout the term of this Agreement, Licensee shall be solely and exclusively entitled to any and all revenues arising from the sale of such advertisements, of whatsoever kind and nature.
- (b) Permanent/backlit signs, the advertisements which come under the provisions of Section 7.1 (a) hereof, shall be displayed at all times in the Bowl, except where the physical nature of such latter advertisements conflicts with a non-Hockey Event, as a result of which conflict such latter sole and exclusive Licensee sold advertisements cannot be seen because of the

physical/layout requirements of a non-Hockey Event. In such event, such latter advertisements shall be removed, at Licensor's sole cost and expense, for the limited time necessary to allow the non-Hockey Event to take place, and then replaced by Licensor, at its sole cost and expense, immediately after such event, in the same space and manner as previously displayed. Nothing herein contained shall permit Licensor or its other licensees to deliberately cover, block, remove, obscure, or interfere, in any way, whatsoever, with the display of any such permanent/backlit signs, except where absolutely required because of the physical/layout requirements of a non-Hockey Event. If such permanent/backlit advertisements can be viewed in the normal course, and do not conflict with the physical/layout requirements of a non-Hockey Event, then they may not be deliberately covered, blocked, removed, obscured, or interfered with, in any way, whatsoever.

7.2 Except, only, as is otherwise specifically provided for herein, Licensor reserves the right to sell all other advertising outside the arena bowl and the exterior of the Civic Center, being entitled to 100% of all revenue from sales of such latter advertisement, of whatsoever kind and nature.

7.3 The Licensee may control the digital signage during all Hockey Games except for a total of six (6) minutes per game (two (2) minutes per period), which shall be provided to the Licensor for advertising and marketing purposes. This advertising may not be used to promote any sporting events that may be in competition to the Licensee.

7.4 Licensee agrees that special promotional or laudatory banners, signs and devices may be utilized during Hockey Games or Hockey Events for single-event promotions permanently emplaced at the Civic Center and in the Arena, all of which banners, signs and devices shall be emplaced at no charge or expense to Licensee. Licensor and Licensee shall consult with one another to determine the appropriate location and method for hanging such promotional banners, signs and devices. The Licensee agrees to consult with Licensor to determine the appropriate location and method for hanging such promotional and laudatory banners, signs and devices, In addition, Licensor and Licensee shall consult with one another to determine the appropriate location and method for hanging any other promotional and laudatory banners, signs or devices with respect to any other licensees of Licensor or with respect to any other events at the Civic Center Under no circumstances may such latter promotional or laudatory banners, signs and devices block the view of any sole and exclusive Licensee sold advertisements, nor promote any sporting events In competition with Licensee.

7.5 The Licensor reserves the exclusive right to any and all advertising revenue generated from tickets, ticketing envelopes, Civic Center Internet pages, turnstiles, marquee, scoreboards, and with respect to areas outside the Arena and Civic Center.

7.6 Licensee reserves and shall own exclusive rights to all matters arising from or in regard to Hockey Games and Hockey Events performed at the Civic Center, all of which games and events and any matters arising therefrom or in regard thereto may not be used, in any way, whatsoever, without the express written permission of the Licensee, to include, but not be limited to, broadcast and re-broadcast rights to said games and events.

## SECTION 8

### OTHER REVENUES

#### 8.1 Food & Beverage and Merchandise Sales.

- (a) Concession and Catering Revenues, Licensor shall be entitled to all revenues from concessions and catering whether at the Arena or at the Ice Rink. Notwithstanding the forgoing, Licensee shall be entitled to receive \$0.75 for every scanned ticket over 2,000 on Friday and Saturday games and \$0.50 for every scanned ticket over 2,000 for Sunday – Thursday games (the “Attendance Bonus”). The Attendance Bonus shall be capped at 6,500 scanned attendance (4,500 over 2,000). Such bonus shall be credited against the next immediate rent or rents due hereunder, until fully credited by Licensor to Licensee, all in accordance herewith and pursuant hereto. Further, nothing in this Section shall alter or amend the terms and conditions of Section 6.1 of this Agreement, which provides in pertinent part that all revenue from ticket sales shall be retained by Licensee.
- (b) Merchandise, Licensee shall have sole rights to one hundred percent of all hockey merchandise sold whether at the Arena or at the Ice Rink Licensor has final approval of display and sale areas. The revenue from any other non-hockey merchandise sold during an event shall belong to Licensor.
- (c) Third Party Agreements, The Licensee agrees to adhere to any third party agreements, which may be in conflict with this agreement such as pouring rights or distribution of food and beverages
- (d)

#### (e) SECTION 9 MEDIA RIGHTS

#### 9.1 Media Rights.

- (a) Licensee shall have the exclusive control of, and rights with respect to, the display or delivery of all League Games (or portions thereof) by any means whatsoever, including, without limitation, by telecast, radio broadcast, photograph or over the internet. Licensee shall retain all revenues from the sale or license of such rights, of whatsoever kind and nature.
- (b) Licensee shall have the exclusive control of, and rights with respect to, the display or delivery of all Hockey Events (or portions thereof) by any means whatsoever, including, without limitation, by telecast, radio broadcast or over the internet. Licensee shall retain all revenues from the sale or license of such rights, of whatsoever kind and nature.

9.2 Broadcast Access. Licensor, at its sole cost and expense, shall maintain or cause to be maintained facilities such that all League Games and Hockey Events are capable of being broadcast and distributed by telecast, radio broadcast and over the internet, Licensor shall not assess Licensee or its licensees or contractees any television, radio or internet hookup charge.

9.3 No Rights Granted. Nothing in this Agreement shall be deemed to grant Licensor any rights to use or

exploit, in any way, whatsoever, the intellectual property rights or other property interests, of whatsoever kind and nature, of Team and/or of Licensee pertaining to the League or its teams, or to Hockey Games or Hockey Events.

#### SECTION 10 LICENSEE'S INSURANCE COVERAGE

- (a) Licensee shall, at its sole cost and expense, maintain during the Term: (i) commercial general liability insurance with contractual liability endorsements for the mutual benefit of Licensee and Licensor, against all claims for personal injury, death or property damage in or about the Arena resulting from Licensee's use of the Arena, in the amount of \$1,000,000 combined single limit and bodily injury and property damage with umbrella or excess policy or policies totaling \$4,000,000 in excess of \$1,000,000, and (ii) workers compensation insurance in the amount required by applicable law.
- (b) There will be no charge to Licensor for such coverage and a certificate of insurance evidencing such coverage shall be furnished to Licensor within thirty (30) days after execution of this Agreement.
- (c) All such insurance shall be effected by valid and enforceable policies issued by insurers of responsibility approved to do business in the state in which the Arena is located, such responsibility and the insuring agreements to meet with the reasonable approval of licensor, An insurer with a current A.M. Best rating of at least A (excellent) with a financial size category of at least VIII shall be deemed to be acceptable. The insurance obligations stated in this Section 11 are independent of, and shall not be affected by the scope or validity of, any other indemnity or insurance provisions in other Sections of this Agreement.
- (d) At the request of Licensor, Licensee shall promptly furnish loss information concerning all liability claims brought against Licensee (or any other insured under Licensee's required policies), that may affect the amount of liability insurance available for the benefit and protection of Licensor under this Agreement. Such loss information shall include such specifics and be in such form as Licensor may reasonably require.

#### SECTION 11

##### INDEMNIFICATION

- (a) Licensee shall indemnify, defend and harmless. Licensor and its officers, agents and employees (collectively, the "Licensor Indemnities") from and against any and all damages, claims, losses, demands, costs, expenses (including attorneys' fees and costs), obligations, liabilities, actions and causes of action which any one, or more of them may suffer or incur arising directly or indirectly from (I) any breach or any warranties or agreements, or (II) Licensee's or its agent's or employees' negligent or willful conduct or failure to act, occurring in or about the arena, the exclusive and non-exclusive areas and the Licensee areas.
- (b) Licensee further agrees that in the case of any such claim, demand, action or proceeding against any one or more of the Licensor indemnities, Licensee shall defend the Licensor indemnities at Licensee's expense by counsel reasonably satisfactory to the Licensor indemnities, In the event. Licensee does not provide a defense against any and all such claims, demands, liabilities, actions or causes of action,

then Licensee shall, in addition to the above, pay Licensor the attorney's fees, legal expenses and costs incurred by the Licensor indemnities in providing such defense and Licensee agrees to cooperate with Licensor In such defense and Licensee agrees to cooperate with Licensor in such defense, including, but not limited to, the providing of affidavits and testimony upon request of the Licensor indemnities.

## SECTION 12

### LICENSEE'S DEFAULT; LICENSOR'S RIGHTS AND REMEDIES

12.1 Licensee's Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by Licensee:

- (a) If Licensee fails to make any payment required to be made by it to Licensor under this Agreement and such failure continues for 30 calendar days after written notice from Licensor that such payment is due and payable;
- (b) If Licensee fails to promptly and fully comply with any other covenant, condition or agreement contained in this Agreement and such failure continues for 30 calendar days after written notice thereof from Licensor to Licensee (unless such failure is of a nature which cannot reasonably be cured within such 30 day period, so long as Licensee has promptly, and in any event within such 30 day period, commenced to cure such failure and thereafter diligently prosecutes such cure to completion); or
- (c) If Licensee makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension or adjustment with its creditors, files a voluntary petition for relief or if a petition against Licensee in a proceeding under the federal bankruptcy laws or other insolvency laws is filed and not withdrawn or dismissed within five (5) calendar days thereafter, or if under the provisions of any law providing for reorganization or winding up of corporations, any court of competent jurisdiction assumes jurisdiction, custody or control of Licensee or any substantial part of its property and such jurisdiction, custody or control remains in full force unrelinquished, unstayed or unterminated for a period of five ( 5) calendar days.

12.2 Licensor's Rights and Remedies, In the event of Licensee's default hereunder, then in addition to any other rights or remedies Licensor may have under the law, subject to the notice and cure provisions of Section 12.1 Licensor shall have the right, at Licensor's option to do the following:

- (a) Upon thirty (30) calendar days' notice (which notice period is in addition to and cumulative with any notice and cure periods set forth in Section 12.1), terminate this Agreement and Licensee's right to possess or use all part of the Arena occupied and used by Licensee and reenter the same and take possession thereof, and Licensee shall have no further claim to occupy or use the Arena under this Agreement.



- (b) Continue this Agreement in effect, reenter and occupy any or all parts of the Arena for the account of Licensee, and collect any unpaid payments or other charges which have or thereafter become due and payable; or
- (c) Reenter any and all parts of the Arena under the provision of Section 12.2(b) and thereafter elect, upon thirty (30) calendar days' notice (which notice period is in addition to and cumulative with any notice and cure periods set forth in Section 12.1, to terminate this Agreement and Licensee's light to possession of any and all parts of the Arena occupied by Licensee hereunder.

### SECTION 13

#### LICENSORS DEFAULT (LICENSEES RIGHTS AND REMEDIES)

13.1 Licensor's Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by Licensor:

- (a) If Licensor fails to make any payment required to be made by it to Licensee under this Agreement and such failure continues for thirty (30) calendar days after written notice from Licensee that such payment is due and payable; or
- (b) If Licensor fails to promptly and fully perform any other covenant, condition or agreement contained in this Agreement and such failure continues for thirty (30) calendar days after written notice thereof from Licensee to Licensor (unless such failure is of a nature which cannot reasonably be cured within such thirty (30) day period, so long as Licensor has promptly, and in any event within such thirty (30) day period, commenced to cure such failure and thereafter diligently prosecutes such cure to completion).

#### 13.2 Licensee Rights and Remedies

- (a) In the event of Licensor's default hereunder, then in addition to any other rights or remedies Licensee may have under any law, subject to the notice, cure provisions of Section 13.1, Licensee shall have the right to terminate this Agreement upon thirty (30) calendar days' notice to Licensor (which notice period is in addition to and cumulative with any notice and cure periods set forth in Section 13.1)
- (b) The termination or expiration of this Agreement shall not relieve Licensor of its obligation to pay or remit to Licensee any amounts due to Licensee through the date of termination or expiration.

## SECTION 14

### OTHER REMEDIES AND RELATED ISSUES

14.1 Offset. In addition to and not in limitation of any other rights and remedies, any party hereto may offset amounts held for any other party hereunder in satisfaction of any obligation or liability of such other party to the offsetting party under this Agreement or otherwise.

14.2 Waivers. The waiver by either party hereto of any breach of any term, covenant or condition of this Agreement shall not be deemed a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition. Acceptance of payments by either party hereto subsequent to any breach hereof shall not be deemed a waiver of any preceding breach other than the failure to pay the particular payments so accepted, regardless of such party's knowledge of any breach at the time of such acceptance of payments. Neither party shall be deemed to have waived any term, covenant or condition unless such party gives the other party written notice of such waiver,

14.3 Additional Remedies and Related Issues. Reference in this Agreement to any particular remedy shall not preclude either party from any other remedy at law or in equity. The failure of any party to seek redress for violation of, or to insist upon strict performance of, any covenant or condition of this Agreement shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. No provision of this Agreement shall be deemed to have been waived by any party unless specific waiver thereof by such party shall be in writing.

## SECTION 15

### DESTRUCTION OR DAMAGE

15.1 Destruction or Damage Repairable Within Six Months. If the Arena is damaged by fire, earthquake, act of God, the elements or other casualty, Licensor shall, subject to the provisions of this Section 15, repair the damage, if such repairs can, in Licensor's reasonable opinion, be completed within six months after the damage; provided, however, that if Licensor's insurance proceeds are insufficient to pay for, and Licensor does not otherwise pay for, restoration of the Arena to a level necessary for the presentation of League Games and Hockey Events, Licensee shall have the option to terminate this Agreement. If Licensor reasonably determines that repairs can be completed within six months after the damage, this Agreement shall remain in full force and effect, except that Licensee's performance obligations hereunder shall be abated for any period that Licensee is prevented from using the Arena.

15.2 Destruction or Damage, Not Repairable Six Months. If Licensor advises Licensee that, in Licensor's reasonable opinion, such repairs to the Arena cannot be completed within six months after the damage, Licensee shall have the option to: (a) terminate this Agreement, or (b) if Licensor agrees to repair such damage, to continue this Agreement in force and effect, provided, however, that during such period: (i) Licensee's performance hereunder shall be abated as provided in Section 15.1.

15.3 Repairs. If the Arena or ice surface is to be repaired under this Section 15, Licensor shall repair at its cost any such injury or damage to the Arena or ice surface. If damage occurs to the ice surface beyond

Licensor's control, making it unplayable, Licensor assumes no responsibility for providing an alternate playing site.

15.4 Express Agreement. This Agreement shall be considered an express agreement governing any case of damage to or destruction of the Arena by fire or other casualty, and any present or future law, which purports to govern the rights of Licensor and Licensee in such circumstances in the absence of express agreement, shall have no application.

## SECTION 16

### REPRESENTATIONS AND WARRANTIES

16.1 Representations and Warranties by Licensor. Licensor represents and warrants to Licensee that:

- (a) Columbus, Georgia is a Consolidated City-County Government duly organized and validly existing under the law of Georgia. Licensor has the full power and authority to enter into and perform this Agreement in accordance with its terms.
- (b) The execution, delivery and performance of this Agreement by Licensor have been duly authorized by all necessary action of Licensor and its governing body, and this Agreement constitutes the valid and binding obligation of Licensor unforeseeable against it in accordance with its terms, except as may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law.

16.2 Representations and Warranties by Licensee. Licensee represents and warrants to Licensor that:

- (a) Licensee is a limited liability company duly organized and validly existing under the law of the State of Georgia and has the full power and authority to enter into and perform this Agreement in accordance with its terms.
- (b) The execution, delivery and performance of this Agreement by Licensee have been duly authorized by all necessary action of Licensee and this Agreement constitutes the valid and binding obligation of Licensee enforceable against it in accordance with its terms, except as may be limited by bankruptcy insolvency or other similar laws affecting the enforcement of creditors' rights in general and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law.
- (c) The execution, delivery and performance of this Agreement by Licensee will not: (i) conflict with its governing documents and will not conflict with or result in the breach or termination of, or constitute a default under, any lease, agreement, commitment or other instrument, or any order, judgment or decree, to which Licensee is a party or by which Licensee is bound, or (ii) constitute a violation by Licensee of any law or regulation applicable to Licensee. No consent, approval or authorization of, or designation, declaration or filing with, any governmental authority is required on the part of Licensee in connection with the execution, delivery and performance of this Agreement.

- (d) There is no claim, litigation, proceeding or governmental investigation pending or, to the best of Licensee's knowledge, threatened, or any order, injunction or decree outstanding, that could have a material adverse effect on Licensee or its ability to perform this Agreement.

16.3 Survival of Representations and Warranties. The representations and warranties, covenants and agreements of the parties contained in this Agreement shall survive the execution and delivery of this Agreement, but not survive beyond the term of the agreement.

## SECTION 17

### MISCELLANEOUS

17.1 Force Majeure. Should any fire or other casualty, act of God, earthquake, flood, epidemic, landslide, enemy act, war, riot, civil commotion, general unavailability of certain materials, strike, slowdown, boycott or labor dispute or other similar event beyond the reasonable control of either party (any of the foregoing hereinafter referred to as "Force Majeure") prevent performance of this Agreement in accordance with its provisions, performance of this Agreement by either party shall be suspended or excused to the extent commensurate with such interfering occurrence, Force Majeure shall not excuse the payment of any sum of money owing hereunder prior to the occurrence of such Force Majeure.

17.2 Amendment, No Waiver. No alteration, amendment or modification hereof shall be valid, unless executed by an instrument in writing by the parties hereto with the same formality as this Agreement. The failure of Licensee or Licensor to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this Agreement or to exercise any election herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term provision, condition, election or option, but the same shall continue and remain in full force and effect. No waiver by Licensee or Licensor of any covenant, agreement, term, provision or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by the party making the waiver.

17.3 Consents. No consent or approval by Licensor or Licensee, permitted or required under the terms of this Agreement shall be of any validity whatsoever unless the same shall be in writing, signed by the party by or on whose behalf such consent is executed.

17.4 Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and there are no promises, agreements, conditions, undertakings or warranties or representations, oral or written, express or implied, between them other than as herein set forth or as specifically referred to herein. This Agreement is intended to be an integration of all prior or contemporaneous promises or agreements, conditions or undertakings between the parties hereto,

17.5 Notices. All notices, demands, consents, approvals, statements, requests and invoices to be given under this Agreement shall be in and shall be deemed effective upon receipt if hand delivered, or sent by telecopy or overnight courier service; and if sent by the United States mail, postage prepaid, certified mail, return receipt requested, upon delivery or the date of refusal, addressed as follows:

For Licensee:

Ignite Professional Hockey  
11904 Westcott Ridge Terrace  
Glen Allen, VA 23059

Attention: Jeffrey S. Croop  
Managing Member

Phone: 804-755-4899

For Licensor:

Columbus, Georgia  
P.O. Box 1340  
Columbus, Georgia 31902

Attention: Isaiah Hugley  
City Manager

Telecopier: 706-653-4032

Either party may from time to time by written notice given to the other pursuant to the terms of this Section 17.5 change the address to which notices shall be sent.

17.6 Successor Bound. The covenants, terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of Licensor and Licensee and their respective successors and to the extent permitted herein, assigns.

17.7 Captions and Headings. The captions and headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of this Agreement or the scope or intent thereof, nor in any way affect this Agreement,

17.8 Pronouns. Wherever appropriate herein, the singular includes the plural and the plural includes the singular; and the masculine, feminine and neuter adjectives and pronouns include one another,

17.9 Execution of Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

17.10 Confidentiality. All information furnished to a party by the other pursuant to the provisions and containing information which would be confidential under the Georgia Open Records Act or marked clearly as a confidential trade secrets shall, to the extent permitted by law, be held in strict confidence.

17.11 Assignment. Either party may assign this Agreement upon obtaining a written consent from the other party.

17.12 Severability. If any Article, Section, Subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable (the "void provision"), the remainder of the Article, Section, Subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining article, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law except that if as a result of the void provision either party is deprived of an important element of such party's rights, revenues or obligations under this Agreement, then: (i) the parties shall negotiate in good faith: (A) to provide for a substitute provision, the form and substance of which shall be legally valid and intended to accomplish the same result as the void provision, or (B) to otherwise amend this Agreement to compensate the party adversely affected by the-void provision, or (ii) if the parties cannot agree on such a substitute provision or other amendment to this Agreement within thirty (30) days after such void provision was found to be void, then the party adversely affected by the void provision shall have, the right to terminate this Agreement upon thirty (30) days prior notice to the other party.

17.13 Cross References. Any reference in this Agreement to a Section, Subsection, Article or Exhibit is a reference to a Section, Subsection, Article or Exhibit, as appropriate, of this Agreement, unless otherwise expressly indicated.

17.14 Further Assurances. Licensor and Licensee shall execute, acknowledge and deliver, without additional consideration, such further assurances, instruments and documents, and shall take such further actions, as Licensor or Licensee shall reasonably request of the other in order to fulfill the intent of this Agreement and the transactions contemplated hereby.

17.15 Expenses. Each party shall bear its own expenses (including the fees and disbursements of its attorneys and accountants) incurred in connection with the negotiation and preparation of this Agreement.

17.16 Relationship. The parties are not a partner, joint venture or principal and agent with or of each other, and nothing in this Agreement shall be construed so as to create any of those relationships or to impose any liability as such on either of them, or to grant any party the right to bind the other without the other's prior written consent, except as expressly set forth in this Agreement.

17.17 Applicable Law: This Agreement is entered into and shall be interpreted in accordance with the laws of the State of Georgia any choice of law statute notwithstanding. Appropriate venue for any action under this Agreement shall be in the Superior Court of Muscogee County or the United States District Court for the Middle District of Georgia.

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

LICENSOR: Columbus, Georgia, a consolidated government

BY:

\_\_\_\_\_  
Isaiah Hugley, City Manager

Attest:

\_\_\_\_\_  
Sandra T. Davis, Clerk of Council  
(seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
Clifton C. Fay, City Attorney

Remainder of page intentionally left blank.

Signatures continued:

LICENSEE: Ignite Pro Hockey, L. L.C.

BY:

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Jeffrey S Croop, Managing Member

ATTEST:

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Notary Public Block with seal