

Board of Commissioners
Cumberland County Civic Center
c/o Mr. James H. Gailey, County Manager
One Civic Center Plaza
Portland, ME 04101

Re: Request for Consent to Assignment of Hockey Lease Agreement and Financial Subsidy Agreement

Dear Mr. Gailey and Commissioners,

Portland Hockey, LLC (the "Company") is currently contemplating the sale (the "Sale") of substantially all of its assets, including, but not limited to, the assets related to the hockey team known as the Maine Mariners (the "Team") and its franchise/membership rights in the ECHL, to Powerplay LLC (the "Buyer").

In connection with the Sale, Portland Hockey, LLC kindly requests the consent of Cross Insurance Arena (a/k/a Cumberland County Civic Center) (the "Center") to the assignment, by the Company to the Buyer, of (i) that certain Hockey Lease Agreement, dated June 13, 2017, by and between the Center and the Company, as amended by that certain Extension to Lease Agreement, dated January 19, 2021, and that certain Second Extension to Lease Agreement, dated February 17, 2022 (collectively, the "Lease"), and (ii) that certain Financial Subsidy Agreement, effective as of February 15, 2022, by and between the Center and the Company, as amended by that certain Amendment of Financial Subsidy Agreement, dated as of March 27, 2024.

Section 16 of the Lease provides that "[I]n the event of a potential sale of the TEAM's franchise rights in the ECHL, TEAM shall be permitted to assign this LEASE to the buyer of such rights upon the written consent of CENTER, which shall not be unreasonably withheld, conditioned or delayed." Please see a draft form of written consent to assignment attached hereto as Exhibit A.

Accordingly, we respectfully request that the Board of Commissioners schedule this matter as an agenda item to be discussed during its August 12, 2024 meeting.

If you have any questions regarding the foregoing, please do not hesitate to contact us. We ask that you treat the existence of the Sale as confidential and not disclose the Sale to any third parties. Thank you for your prompt attention to this matter.

Very truly yours,

PORTLAND HOCKEY, LLC


By: 
Name: John Master
Title: EVP, Chief Legal & Strategy Officer

Exhibit A

Form of Written Consent to Assignment

[See attached.]

CONFIDENTIAL

Cross Insurance Arena
a/k/a Cumberland County Civic Center
One Civic Center Plaza
Portland, ME 04101
c/o General Manager

August 5, 2024

Re: Consent to assignment of (i) that certain Hockey Lease Agreement, dated June 13, 2017, by and between Cross Insurance Arena (a/k/a Cumberland County Civic Center) (the "Center") and Portland Hockey, LLC (the "Company"), as amended by that certain Extension to Lease Agreement, dated January 19, 2021, and that certain Second Extension to Lease Agreement, dated February 17, 2022 (collectively, the "Arena Lease"), and (ii) that certain Financial Subsidy Agreement, effective as of February 15, 2022, by and between the Center and the Company, as amended by that certain Amendment of Financial Subsidy Agreement, dated as of March 27, 2024 (collectively, the "Subsidy Agreement" and together with the Arena Lease, the "Agreements").

Dear Sir or Madam:

The Company is currently contemplating the sale (the "Sale") of substantially all of its assets (the "Assets"), including, but not limited to, the assets related to the hockey team known as the Maine Mariners (the "Team") and its franchise/membership rights in the ECHL, to Powerplay LLC (the "Buyer").

In connection with the Sale, we kindly request the Center's consent to the assignment of the Agreements by the Company to the Buyer. Please indicate the Center's consent by signing in the space provided below and returning a countersigned copy of this letter by email as soon as possible to: John_Master@comcastspectacor.com.

Upon the Company's receipt of a countersigned copy of this letter, the Center hereby consents to the assignment of the Agreements by the Company to the Buyer effective upon the closing of the Sale. The foregoing consent (i) is valid only if the closing of the Sale occurs, (ii) is expressly limited to the assignment to and the assumption by the Buyer of the Agreements in connection with the Sale, and (iii) will not be deemed to be a consent to any further assignment of the Agreements thereafter.

The Company shall promptly notify the Center: (i) in the event that the parties to the Sale no longer intend to consummate the Sale, in which case this letter will be null and void and withdrawn as of such notification, or (ii) of the date that the Sale is consummated.

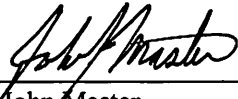
Except as otherwise provided in this letter, nothing in this letter shall be construed as a waiver by either party of any rights under the Agreements, and each party expressly reserves all rights and remedies under the Agreements. This letter shall be binding upon the parties and their respective successors and assigns.

If you have any questions regarding the foregoing, please do not hesitate to contact us. We ask that you treat the existence of the Sale as confidential and not disclose the Sale to any third parties. Thank you for your prompt attention to this matter.

[Signature page follows]

Sincerely,

PORTLAND HOCKEY, LLC

By: 
Name: John Master
Title: EVP, Chief Legal and Strategy Officer

Acknowledged and agreed as of the date set forth above:

**CROSS INSURANCE ARENA
a/k/a CUMBERLAND COUNTY CIVIC CENTER**

By: _____
Name:
Title: