

HOCKEY LEASE AGREEMENT

This lease (herein, the "Lease") is made and entered into as of this 16th day of ~~September~~^{June}, 2025~~17~~, by and between CUMBERLAND COUNTY BOARD OF COMMISSIONERS~~CROSS INSURANCE ARENA~~ (A.K.A., CUMBERLAND COUNTY ~~CROSS INSURANCE ARENA~~^{CIVIC CENTER}), of ~~Cumberland County~~^{Portland}, Maine (hereinafter referred to as the "ARENA"), and ~~PowerPlay Portland Hockey~~, LLC, a ~~Delaware~~ limited liability company (hereinafter referred to as the "TEAM" or "Team").

RECITALS:

WHEREAS, the parties acknowledge that TEAM's operations at the Cross Insurance Arena Facility will provide substantial benefit to Cumberland County and the Greater Portland community and to ARENA;

WHEREAS TEAM acknowledges this Lease will provide substantial benefit to Team and to its operations at the Cross Insurance Arena Facility;

WHEREAS, ARENA Team have agreed upon the following terms of a lease agreement that is intended to assure that the Cross Insurance Arena Facility is benefited by a sports tenant for the entire term hereof; and

NOW THEREFORE, in order to fully evidence and memorialize the terms of this Lease, the parties agree to the following:

1. Premises Leased. In exchange for the base rent and additional rents, covenants and promises of the TEAM, the ARENA does hereby lease, demise and let unto the TEAM upon the conditions and during the Term and only during the times set out herein: (1) the ice rink; (2) the home team locker room and ancillary facilities; and (3) visiting team locker room facilities as designated by the ARENA (on game days only). The home team locker room and ancillary facilities are more fully depicted on the attached Exhibit A, which is expressly made part hereof (the "Premises"). TEAM's rights shall also include reasonable means of access to the Premises, in common with others, over and across ARENA's property and building and facilities known as the Cross Insurance Arena (the "Facility") reasonably necessary for use and enjoyment of the Premises, subject to reasonable rules and regulations promulgated by the ARENA from time to time.

TEAM acknowledges that: a) ARENA has made no representations and TEAM is not relying on any representations concerning the Premises, services to be provided thereto, their suitability for any particular use and/or the physical condition thereof except as set forth in this Lease; and b) that TEAM has conducted or has been provided ample and full opportunity to conduct its own due diligence inquiries with respect to the Premises, the Facility and is satisfied with the results thereof.

The Premises are accepted by TEAM in their "as-is" condition, unless otherwise provided herein.

2. Time Limits of Permitted Use. During the Term hereof, the home team locker room and ancillary facilities (as depicted in Exhibit A) shall be available on a 24-hour-a-day basis for

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the period of September 1st to June 1st (or if earlier or later, one month after the final playoff game) during any Lease Year. On the day of scheduled TEAM games, the ice rink will be available to the TEAM for a period beginning no later than three (3) hours prior to the starting time of the game and one (1) hour after the game ends. ARENA shall endeavor to make the visiting team locker rooms available no later than 8:00 a.m. on game days, but always subject to and limited by delays and interruptions caused by or related to event changeovers and other operational matters or uses. TEAM shall not schedule "on-ice" non-practice activities prior to or after any game without in each case the express permission of ARENA management. After the end of the hockey season, TEAM shall have the limited right to enter the Facility during normal business hours for the purpose of promotion and marketing of TEAM season tickets, TEAM sponsorships and the like (for example, showing the TEAM Ad Spaces (as that term is defined below) to a prospective advertiser).

ARENA specifically retains the rights: (i) to use of the ice rink (including without limitation the right to remove the ice and all hockey-related installations, advertisements and fixtures) and visiting team locker room for other events at all times that they are not provided ~~for~~ for TEAM's use under this Lease (including on days on which a hockey game may be scheduled) (By way of example and not limitation, should TEAM have an evening game scheduled, ARENA has the right to schedule an afternoon event, such as basketball or professional wrestling and in such cases, pre-game availability may be limited to less than three (3) hours), provided such use doesn't interfere with TEAM's ability to play the game in accordance with ECHL rules; and (ii), upon prior notice to TEAM and consent of TEAM, which will not be unreasonably withheld, conditioned or delayed, to use of the home team locker room or portions thereof on days on which a hockey game is not scheduled and there is need for an event or Facility user to use such area. ARENA management and TEAM agree to work together to minimize disruptions, particularly on days on which a TEAM hockey game is scheduled. Except as specifically described herein and during the periods of time during the Term hereof that are specifically described herein, TEAM shall have no rights to use, possess or control any other portions of the Facility, ARENA's real estate and/or personal property or fixtures, all such rights being expressly and fully reserved to ARENA.

2.A. Practice Ice. Game days. Practice ice will be made available without charge to the TEAM and visiting team on mornings or afternoons of a game day on days when no event is scheduled in the Facility and subject to changeover requirements related to events on the prior day; and 10:00 a.m. to 12:30 p.m. if there was an event the prior day. The parties acknowledge that there are times that practice ice may not be available on a game day, provided that ARENA shall endeavor to minimize such times. ARENA shall notify TEAM no less than two (2) weeks in advance if practice ice will not be available, or will be limited, on any game day.

2.B. Practice Ice. Non-game days. Ice will be made available for both practices and training camps without charge to TEAM on non-game days in the reasonable discretion of ARENA at times on non-prime business days that are available according to ARENA's schedule and subject to other uses by ARENA and its occupants and performers. Visiting team practice ice on non-game days will be billed at the then-prevailing hourly rate set by ARENA for ice

times per hour and subject to the foregoing scheduling limitations. The parties acknowledge that there are times that practice ice may not be available on a non-game day.

3. Scheduling: Home Games. ARENA will provide to TEAM available dates for the next Lease Year's hockey season on or about the preceding December 15 each year of this Lease, such dates to be chosen in ARENA's sole discretion, provided that ARENA must provide for the TEAM at least fifty percent (50%) of the weekend dates (which, for purposes of this paragraph, include Friday, Saturday and Sunday) each month during each hockey season plus four (4) additional weekend dates during the course of each hockey season (each notice a "Game Date Notice"). By January 31 following ARENA's Game Day Notice, TEAM will select from the dates provided by the Game Date Notice sixty (60) preferred TEAM dates and provide ARENA written notice of such preferred TEAM dates (each a "TEAM Preferred Date Notice"). Upon receipt of a timely TEAM Preferred Date Notice, ARENA will tentatively reserve those dates in the ARENA event calendar. On or before April 1 of each year, ARENA, at its sole discretion, may from time to time reclaim any of the dates that have been tentatively reserved upon which another event is confirmed and shall provide TEAM an alternative substitute date for the reclaimed dates, provided that if the ARENA reclaims a weekend date, ARENA must offer, but subject to availability, an alternative weekend date. Upon April 1 of each year, the tentatively reserved dates shall become "final" and, after April 1 of each year, ARENA may not reclaim reserved dates without the prior written consent of TEAM.

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ARENA acknowledges that TEAM may request a change in the foregoing requirements as to scheduling of home games if dictated by ~~East Coast Hockey League ("ECHL")~~ requirements applicable to TEAM, and ARENA agrees to consider reasonable requests for modifications of schedules and/or deadlines that are provided a sufficient time in advance.

In the event that TEAM shall be involved in ECHL playoff games, ARENA will provide a list of available dates to TEAM upon request and ARENA may reclaim any of such dates from time to time prior to receiving a written playoff date confirmation as to a date. Provided, however, COUNTY will work collaboratively with TEAM and ECHL to ensure that TEAM can host all ECHL playoff home games in the facility.

It is acknowledged that TEAM and ARENA shall endeavor to work cooperatively on all scheduling efforts giving attention to schedules that are beneficial to booking the Facility to third parties as well as TEAM game and practice time.

At ARENA's sole discretion, TEAM may be upon request permitted to play pre-season exhibition games on dates and at times solely determined by ARENA, and subject to mutually agreeable charges and fees.

TEAM covenants and agrees as follows: (i) for each ECHL hockey season during the Term of this Lease, subject to the Facility being made available to TEAM in good operating condition, TEAM shall play all regular season home games and, subject to scheduling, all playoff home games in the Facility. The current number of ECHL regular season home games is thirty-six (36) and TEAM shall give prompt notice to ARENA of any change in the number of games required by the ECHL. The parties acknowledge that the requirement to play all home regular season and, subject to scheduling, home playoff games, subject to the exceptions set forth herein, is a material TEAM

obligation. Notwithstanding the foregoing, if for any reason (including if due to damage by fire, flood or any other force majeure conditions), the ARENA is not able to provide the Facility to TEAM in the same operating condition as it is on the date of this Lease, reasonable wear and tear excepted, TEAM may in its discretion play such game at another location without payment to ARENA of any per-game rent and charges specifically attributable to such game(s) not played at the Facility.

4. Term of Lease Use. The initial term of this Lease (the "Initial Term") shall be for a period commencing on July 1, ~~2025~~²⁰¹⁸ (the "Commencement Date"), and, if not terminated earlier or extended in accordance with its terms, expiring and terminating thirty (30) days after the last game (including playoff game) played in the Facility in the ~~2029/2030~~^{2020/2021} ECHL hockey season (the "Termination Date"). An additional Lease year, through 2030/2031, may be added to the Term upon mutual agreement from both the TEAM and ARENA. The term "Lease Year" as used in this Lease shall mean for the first Lease Year, the period beginning with the Commencement Date and ending ~~on June 30, 2026~~^{at the end of the last game (including playoff games) played in the Facility of the first ECHL hockey season that begins after the Commencement Date}; thereafter, the Lease Years shall mean the period beginning with the day after the end of the previous Lease Year, ~~July 1st of that Lease Year,~~^{and ending at the end of the last game (including playoff games) played in the Facility of the ECHL hockey season that begins after the beginning of the applicable Lease Year, June 30th of the following year. ~~Provided, however, that the final Lease Year shall end thirty (30) days after the last game (including playoff game) played in the Facility of the applicable Lease Year. It is acknowledged that the foregoing determination of Lease Years is based on the current typical ECHL season, which runs from October to April, with playoffs and finals ending at the latest in mid-June.~~ In no event shall the Termination Date of this Lease be a date after July 15 of the applicable Lease Year, regardless of and notwithstanding the foregoing.}

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During the Term, TEAM's rights to use of the Premises are limited to the times and periods as determined by the provisions and processes set forth in this Lease. ARENA shall have the ice installed prior to the first official home game. Ice will be removed within forty-eight (48) hours after the last official ECHL game.

Arena non-hockey event dates, TEAM shall clear all TEAM related items from any non-TEAM locker room, any hallway, meeting room and any other area needed for the non-hockey event.

At all times, TEAM shall limit their use of areas outside those expressly shown in Exhibit "A".

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TEAM shall use the Premises solely for the purpose of (i) icing a professional hockey team for ECHL hockey games played pursuant to its ECHL franchise agreement, League rules, regulations and requirements during the pre- and regular ECHL season (and any playoffs and finals that TEAM qualifies for) (ii) for entertainment and promotional activities directly related the hockey games and permitted hereunder and otherwise in full compliance with this Lease, and (iii) for practice time for TEAM and the visiting team as permitted hereunder, and TEAM training camp, and no other use or purpose whatsoever. TEAM shall during the entire Term hereof continuously and without interruption (other than is permitted hereunder for force majeure) conduct the said business. TEAM will not use or permit or suffer the use of the Premises for any other business or purpose whatsoever,

without the prior written consent of ARENA, which may be withheld in ARENA's sole discretion. Nothing in this Section shall be deemed to be a license or right to use of or to interfere with any ARENA Commercial Rights.

ARENA shall have no obligation to provide utilities, services or equipment other than the utilities, services and equipment within the Premises as of the Commencement Date, which the ARENA is obligated to provide to the TEAM throughout the Term as necessary to allow TEAM to enjoy the full rights and benefits afforded to it hereunder. The TEAM shall be solely responsible for any additional utilities, services or equipment required or requested by TEAM, provided that any installations or improvements shall be in compliance with this Lease and subject to the written consent of ARENA. TEAM shall use commercially reasonable efforts to conserve resources and energy in its consumption of utilities and services in the use of the Premises.

Except as expressly provided herein as to ECHL-required safety improvements, it is acknowledged and agreed that notwithstanding any current or future requirements, regulations or other impositions or rules that affect or bind TEAM (including without limitation ECHL requirements, regulations, rules or recommendations), ARENA shall not have any obligation whatsoever pursuant to this Lease or otherwise to provide or pay for any service, installation, feature, fixture, personnel or other item required, recommended or dictated by any such requirement, regulations or other impositions or rules, unless otherwise provided for herein. Notwithstanding the foregoing sentence, ARENA agrees to pay for or, as the case may be, reimburse TEAM for any Safety-Related Improvements actually made to the Facility and properly completed, limited to ten thousand dollars (\$10,000) during any Lease Year. Unless ARENA shall agree in writing otherwise, it shall be TEAM's responsibility to abide by or install any Safety-Related Improvements or related requirements. There shall be no carry forward or carryover of any unused portion of this obligation from year to year. "Safety-Related Improvements" are those improvements which meet each of the following:

- (i) required by or imposed on the TEAM by the ECHL,
- (ii) that are made to the interior of the Facility or its fixtures,
- (iii) that are designed or intended to improve or enhance the physical safety of patrons, players, workers, of other parties present in the Facility, and
- (iv) that have been approved by ARENA pursuant to Section 13 hereof. The cost in excess of \$10,000 per Lease Year of such Safety-Related Improvements, if any, shall be borne by the TEAM. Safety-Related Improvements shall be conducted within the Lease Year falling either during or immediately after the date of the requirement or imposition by the ECHL, whichever is most practicable, the intent being that TEAM will use good faith, reasonable efforts to complete such Improvements as soon as practicable such that the expenses shall be incurred in as few Lease Years as possible. ARENA shall in no event have any obligation or responsibility for claims, damages or liabilities arising out of or related to any failures or defects in Safety-Related Improvements as installed by Team.

4.A. **TEAM Renewal Rights.** ~~Following the Initial Term, TEAM and ARENA shall mutually agree to renew the Lease for one (1) additional year (2030/2031 season), have the right, in its sole~~

discretion, to renew this Lease as follows: (i) for an additional term of seven (7) years, through and including the 2027-2028 Lease Year, by providing written notice of such renewal no later than October 31, 203020, (the "First Renewal"); and, (ii) following the First Renewal, on a year-to-year basis, for up to an additional five (5) Lease Years, through and including the 20322033 Lease Year, by providing written notice of such renewal for each Lease Year season no later than October 31 of the then current Lease Year. The Initial Term plus any exercised renewals as provided in the preceding sentence, is referred to herein as the "Term". TEAM's unexercised rights to extend shall cease and terminate automatically in the event timely notice of extension is not provided.

5. Rental.

~~—Base rent.~~ In addition to other amounts due from TEAM, TEAM covenants and agrees to pay as flat rate base rent during the Term a per-regular-season and per-playoff home-game rental of Five Thousand Eight Hundred~~Four Thousand Seven Hundred Fifty Dollars (\$4,750.00)(\$5,800.00)~~. Effective automatically upon the first day of the second Lease Year and for each Lease Year thereafter, base rent shall be increased over the previous year's base rent by an amount equal to the percentage increase, if any, in the Consumer Price Index for All items in Boston Brockton Nashua, All Urban Consumers, (198284=100)("CPI-U"), as published by the United States Department of Labor, Bureau of Labor Statistics or such other successor or similar index, over the previous twelve (12) month period (i.e., the difference, if any, expressed as a percentage, between the value of the CPI-U published most recently prior to the commence-

~~ment of the preceding Lease Year and the value of the CPI-U published most recently prior to the commencement of the Lease Year for which the CPI-U adjustment will apply.~~

(a) TEAM shall pay as Additional Rent a \$1.00 rebate per paid ticket for any paid tickets sold to ECHL regular season games played by the TEAM in the Facility in excess of one hundred and eight thousand (108,000) ("Paid Attendance Threshold") per Lease Year, provided the TEAM plays at least 36 regular season home ECHL games in the Facility in such Lease Year. If for any reason TEAM plays less than 36 games ECHL regular season games in the Facility in any Lease Year, the Paid Attendance Threshold shall be pro-rated by multiplying it by a fraction, the numerator of which is the actual number of regular season home ECHL games in the Facility in such Lease Year and the denominator of which is 36. The rebate described in this paragraph shall not apply for and pre- or post-season games, and attendance at any such pre- and post-season games shall not count towards the Paid Attendance Threshold.

(b) TEAM shall provide ARENA with fiftyeighty (580) complimentary home game hockey tickets, which shall include ten (10) Club Seat tickets, ten (10) local charitable organizations, twenty-six (26) for ARENA promotional or informational purposes, ten (10) for ARENA purposes and (4) designated season tickets, together at no cost to Cumberland County in Sections D, E, V and W between row 6 and 12, per game without charge whatsoever. Sixty (60) of the complimentary tickets shall be for promotional and informational purposes, ten (10) for CENTER use and at least ten (10) for local charitable groups. Such tickets shall not be resold.

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(c) The parties shall hold a settlement for each home game by 12:00 noon within ten (10) business days following each such home game, or on such other schedule as ARENA and TEAM mutually agree. Base rent due from TEAM for and attributable to each TEAM hockey game shall be payable at each settlement, and said rental payments shall be processed by the ARENA as part of the settlement process for such home game by withholding of the total amount of all base rent and other charges due from TEAM from the box office receipts and other amounts owed to TEAM as of such settlement. If box office receipts are inadequate for any game, payment of rental balances will be made by TEAM on the same settlement date. The TEAM's percentage of Concessions shall be paid by the 15th of the following month for those games that receipts have been fully processed. The Additional Rent described in Section 5(b) above shall be due within fourteen (14) days of the end of each Lease Year, or if the Paid Attendance Threshold is reached prior to the end of the applicable Lease Year, such payments shall be made as part of the settlement process described above in this subsection (c).

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~~(e) All amounts due from TEAM hereunder and not expressly designated as "rent" or "base rent" shall be considered "Additional Rent" and the term "Rent" when used herein shall be deemed to mean any amounts designated as "rent" or "base rent." All Rent and Additional Rent payments provided for herein shall be due at the time stipulated and shall be due and payable in full without off set, set off, recoupment or deduction of any kind.~~

6. Expenses: Direct and Indirect.

- (a) ARENA's Base Personnel Charges. ARENA shall use, hire and deploy, at no cost to TEAM, for every TEAM game scheduled at the Facility the personnel and services necessary to adequately support the playing of hockey games at the Facility ~~and in numbers that are normally and customarily provided for other events at the Facility with similar attendance.~~

~~CENTER~~ARENA expressly reserves all rights to modify the number of personnel and establish personnel levels, provided that it shall at all times meet the requirements of the projected attendance in the immediately preceding paragraph.

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- ~~(b)~~ Direct Expenses of TEAM. For each hockey game, TEAM shall engage and pay directly for the following services and personnel, including, but not limited to. goal-judges, timer, referees, linesmen, public address announcer and such other game officials as are required by ECHL rules, agreements or otherwise.

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- 7.7. Box Office. All non-premium ticket sales except those involving non-premium full season, half season, group and flex products, shall be wholly controlled and under the jurisdiction of the ARENA'S box office. TEAM shall control its sale of non-premium full season, half season, group and flex products. ARENA shall control the sale of all Suite and Loge licenses, packages, tickets and rights, subject to the provisions of section 9 below. TEAM will communicate those ticket products and prices of the products, to ARENA management, annually, on a schedule agreed to between TEAM and ARENA. TEAM and ARENA shall work cooperatively on the sale of Club licenses, packages, tickets and rights. Nothing in this Section 7 shall be deemed to affect or modify

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ARENA's sole and exclusive rights to market and sell any ARENA Commercial Rights, including without limitation Suites, Loges and Club seats, except that TEAM may also market and sell Club seats cooperatively with ARENA. TEAM will pay all "credit card charges" (i.e., charges imposed on or that are a cost to ARENA related to any service that provides customers the ability to purchase tickets using credit or debit or similar arrangements, whether provided by card, debit or credit, PIN number, on-line, or otherwise, that are attributable to TEAM game hockey ticket sales made through the CENTER box office or via any ticketing purchase service, in person, on-line or otherwise, provided by CENTER), to the extent such charges relate to the base ticket price, and any portion of any ticket surcharge actually paid to TEAM. ~~CENTER~~ARENA shall pay all credit card charges to the extent such charges relate to any "lift" or upcharge on a premium seat ticket above the base ticket price, and on any portion of any ticket surcharge that is retained by the ARENA.

Subject to the agreement of the parties as to prices for certain hockey tickets set and determined elsewhere in this Lease, TEAM ticket prices for the public will be set by and under the exclusive control of the TEAM and may be changed by the TEAM at any time in the TEAM's sole discretion.

8. Advertising, commercial rights: Reservation of rights: TEAM Ad Space.

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(a) ARENA Control. TEAM acknowledges and agrees that in renting space in the Facility, its rights are limited and that ARENA reserves the right to control the management and operation of the Facility in all respects; and that the ARENA ~~Compliance Manager, Board of Trustees, his/her/they~~ agents, and including management of the Facility may enter the same, and all of the Premises, at any time and on any occasion, provided that the ARENA does not unreasonably interfere with or unreasonably disturb the TEAM's rights hereunder. ARENA expressly and additionally reserves the right to control all operations of the Facility, including without limitation the right to eject any objectionable person or persons from the Facility at any time and to otherwise promulgate rules and regulations as to the control, safety and security of the Facility, and its operations and systems and use of same by all parties, including ticket holders, tenants, invitees and other users or contractors within the Facility.

(b) ARENA Commercial Rights. In furtherance of the above, and in order to fulfill its responsibilities to the public and to facilitate the image, accessibility and atmosphere of the Facility for all events, operations and programs that take place therein, subject to subsection (c) below, ARENA retains exclusive and absolute control of and rights and title to all commercial rights, advertising rights, naming rights, sub-naming rights, signage, tables, kiosks, displays, advertising space, video and media boards and screens, scoreboard, and the like and all and every commercial opportunity and right located in, upon, or wheresoever else located and otherwise related to the Facility and the ARENA's business and purposes (all such rights, the "ARENA Commercial Rights"). The content and suitability of all advertising and/or promotional materials ~~or media in, on or about, or related to the Facility (including without limit TEAM Ad Spaces)~~ shall be in the sole discretion and control of ~~CENTER~~ARENA. ~~CENTER may from time to time promulgate policies, rules and~~

~~regulations and standards as to content, suitability, location and other matters relating to advertising, which policies, rules and regulations shall be binding upon TEAM and any and all of TEAM's advertisers, promoters, sponsors and the like, provided that CENTER acknowledges that TEAM is required to comply with all ECHL rules and requirements for presenting ECHL hockey games and related activities.~~

(c) TEAM Licensed rights. During the Term of this Lease, TEAM is hereby licensed the opportunity and rights, subject to the conditions set out in this Lease, as follows:

a. TEAM's licensed advertising opportunities are on the following spaces:

1. On/under-ice signage (other than ARENA ice areas described below);
2. Dasher boards (both sides of dasher boards) and protective glass surfaces; provided that in order to protect and facilitate attendee sightlines and visibility, the location of media on protective glass is subject to ARENA's approval, which shall not be unreasonably delayed or withheld;
3. One (1) ice-resurfacing machine;
4. Team benches (home team and visiting team);
5. Penalty boxes;
6. Day of Game temporary banners, tables and branding
7. Video board and LED advertising/sponsorships during games subject to the following limitations: TEAM shall have the right to 45% of the total time available on such resources (ARENA retaining 55% thereof); intermission time however, will be equally divided between ARENA and TEAM, and that calculation will be included in determining the 55/45% allocation) (all such areas, "TEAM Ad Spaces").
8. Two Ice Level Party Decks, Chick Filet Lounge, Blue Line & High Five Tunnel.
9. TEAM has the ability to advertise on up to three concourse tv's per game.

- b. TEAM shall also have the right to place only its TEAM logo ~~(but no advertising, other party's name, logo, symbol or other form of advertisement or promotion shall be permitted therein or incorporated into the TEAM logo used in this location)~~ in the ARENA ice circle. TEAM Ad Spaces and rights do not include the four-foot wide area around the entire outside of the ARENA ice circle (i.e., a doughnut-shaped area, whose ARENA is the regulation-sized ARENA-ice circle), which outside ARENA-ice circle is expressly reserved to ARENA and excepted from this license. TEAM's ARENA ice logo shall be sized and configured in such manner as to permit ARENA's use of the outside of the ARENA ice circle for its purposes.
- c. TEAM shall also have the right to (i) sell game-related sponsorships, and (ii) "tabling" in location(s) and in number(s) designated by ARENA from time to time for the purpose of promotion or information related to charitable causes or

entities or TEAM-specific sales or promotions, or for advertising other party's services or products.

- d. TEAM's license and rights do not include any rights, implied or otherwise, to access, cover, decorate, occupy or otherwise use any other Facility space or opportunities, or any ARENA Commercial Rights other than what is specifically licensed hereunder. TEAM's day of game ads, banners and other materials shall be removed by TEAM promptly after each game, unless ARENA permits them to remain.
- e. TEAM shall be responsible for the production, maintenance in good order and condition and replacement of any advertising or promotional materials or media installed or permitted by TEAM pursuant to this license, and all risks and costs related thereto.
- f. All TEAM contracts or agreements for advertising of any kind (each a "TEAM Ad Contract") shall expressly reference and be subject to the Lease, and all rules, regulations and standards from time to time promulgated by ARENA related to advertising. No TEAM Ad Contract or TEAM agreement relating to advertising or promotion of any kind shall extend beyond the term of this Lease and any such contract, to the extent it is intended to be effective beyond such term, shall not be effective and shall be null and void.
- g. All sales of advertising space, advertising and advertisements or promotions (including the location thereof) in any TEAM Ad Spaces by TEAM and the size and configuration of the TEAM logo in the ARENA ice circle must be approved in writing by ARENA's general manager prior to the sale and/or execution of any advertising contract or agreement and, in the case of the ARENA ice circle, prior to installation, such approval not to be unreasonably withheld, delayed or conditioned. ARENA has entered into a Facility naming rights arrangement with Cross Insurance. All marketing and promotional advertisements and related media of TEAM which reference the Facility shall include the full name and designation of the Facility, including any naming rights partner name, logo and/or other designation as required by ARENA. TEAM shall be subject to any restrictions and requirements of such current or, subject to the remainder of this paragraph, any future naming rights arrangements in the sale and production of any TEAM Ad Spaces or other Commercial Rights. Subject to the remainder of this paragraph, the foregoing shall apply to any future such arrangements (including without limitation the extensions or renewals of the current arrangements). Notwithstanding the foregoing, it is acknowledged that TEAM may enter into agreements related to TEAM Ad Spaces and sponsorships that may include, as to TEAM Ad Spaces or other TEAM-controlled opportunities set out in this Lease, exclusivity related to TEAM advertisers or sponsors and/or their products or services and TEAM may continue to honor such exclusivities notwithstanding ARENA entering into any conflicting naming rights or other sponsorship agreement; provided, however, no such TEAM agreements may violate any ARENA Facility naming rights agreement in effect at the time TEAM enters into such TEAM agreements, and TEAM shall not and does not have any authority or right to bind ARENA or the Facility to any such exclusives

or other agreements or granted rights in TEAM agreements. TEAM agrees from time to time upon the request of ARENA to negotiate with ARENA or its agents the sale, pricing and terms of TEAM Ad Space content and exclusivity for ARENA or its naming rights partner(s). Nothing in this foregoing sentence is intended to require TEAM to agree to any proposed terms, or affect or change TEAM's obligations as to the availability and pricing of and for TEAM Ad Space inventory set out in subsection (d) below.

- h. In the event there is present in, on or about the Facility any advertising or promotional materials or media that is in violation of this Lease, ARENA's rules, regulations or standards and/or which is installed by TEAM and/or pursuant to any sale of advertising and/or advertising agreement or contract that was entered into in violation of the requirements of this Section, then in addition to and not in lieu of any other rights and remedies possessed by ARENA under the Lease or at law or equity, ARENA shall notify TEAM and, if TEAM has not resolved such matter within five (5) business days to ARENA's reasonable satisfaction, ARENA reserves the right at its sole option to remove, disable or cover any such violating advertising media at the expense and risk of TEAM. In addition, TEAM acknowledges and agrees that ARENA reserves the right to temporarily cover or disable Team Ad Spaces or advertising media for the duration of any Facility event or user requiring same (e.g., the Celtics, NCAA and other users).
- i. ARENA shall not exercise ARENA Commercial Rights to display, on the over-ARENA-ice video board, materials that violate current ECHL regulations specifically related to disruption of game play (e.g., those controlling noise, lights, etc. during game play) or ECHL "decency" standards (e.g., those standards restricting or prohibiting offensive language or content) during TEAM home games.
- j. TEAM retains 100% of the proceeds from the sale or licensing of TEAM Ad Space and from the game-related sponsorships and tabling described in Section 8(c) above.

- (d) ARENA purchase and resale. Subject to availability, TEAM hereby makes available to ARENA any or all of the TEAM Ad Spaces for purchase by ARENA for resale or assignment as part of the benefits granted to ARENA's "naming rights" partner. Upon such inventory becoming available, ARENA shall have first rights to purchase such inventory for the ARENA's naming rights partner, and TEAM shall not be permitted to sell or contract to sell such inventory to any other party until it has first offered in writing any of such inventory that is available for sale to ARENA as soon as it is available. ARENA shall notify TEAM as to whether it wishes to purchase all or some of the items from TEAM for the ARENA's naming rights partner, and shall thereafter have a ten (10) -day window, on the first ten (10) days of each subsequent Lease Year, to notify TEAM whether it wishes to purchase all or some of such items for such purpose for such Lease Year. The purchase price of such items per Lease Year for ARENA's naming rights partner shall be at the then current rate card rates of TEAM, without discount or upcharge.

ARENA may also from time to time purchase from TEAM non-premium tickets on a full-season basis at the then-prevailing rate for full-season ticket purchasers or any other discounted multiple-game packages at the then-prevailing rate for any such package, in each case subject to availability, and TEAM agrees to make tickets available on that basis and at such prices.

(e) Radio, Television and Broadcast Rights. TEAM has the exclusive right and license to distribute, transmit, exhibit, advertise, duplicate, promote, perform, live stream, broadcast, and otherwise exploit (the "Distribution") the produce of audio and video of the hockey team (the "Broadcast") and, accordingly shall be entitled to all ~~radio, television and new media~~ revenues related to the TEAM's hockey team. ARENA acknowledges that TEAM is permitted under this Lease to ~~Broadcast and Distribution~~ all games over the radio, television and/or new media. TEAM shall be solely responsible for all expenses, costs, fees, personnel and installations related to any such broadcasts and exercise of such rights. Nothing in this Section 8 shall be deemed to affect or modify ARENA's sole and exclusive rights to market and sell any ARENA Commercial Rights or to transfer or license by implication any such ARENA Commercial Rights.

~~(e) TEAM has an obligation to refer to the arena as the Cross Insurance Arena as its title sponsor on all video, audio and promotional materials.~~

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(f) Merchandise, Novelties & Program Revenues. TEAM shall have the right to prepare a printed program for each game at its own cost and expense with the understanding that all advertising revenue generated by said program, or from other printed matter such as yearbooks, shall belong to the TEAM. It is further understood, that all sales of merchandise and novelties (jerseys, shirts, hats, pennants, banners, hockey sticks, programs, other hockey publications, etc.) in the ARENA will be sold by people paid by and working on behalf of TEAM, and TEAM shall retain all revenues from said sales. ARENA will provide TEAM with four (4) temporary locations to be determined by ARENA (but specifically including the space designated as the "team store" for the prior AHL tenant) for selling TEAM merchandise at no cost to TEAM. TEAM shall be responsible at its sole cost and expense for removal of merchandise and temporary sales apparatus after each game. Nothing herein shall be deemed to permit TEAM to sell, contract to sell or provide to any party any of the ARENA Commercial Rights without the prior written permission of ARENA.

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Decorations. There shall be no decorations or media by TEAM in any part of the Facility of any name, nature or description without the specific written approval of the ARENA, which approval, if granted, may contain conditions and limitations as to location, duration, and other aspects of visibility and content.

9. Team Revenue Shares. ARENA recognizing the potential increased value of certain income streams created or enhanced by a successful and healthy prime sports tenant, agrees to share with TEAM certain revenue and income streams related to the operations of the Facility and sale by ARENA of

certain ARENA Commercial Rights as is set out more specifically in this Section 9 (the "TEAM Revenue Share").

The TEAM Revenue Share shall be paid and applied (e.g., by credit against amounts owing from TEAM to ARENA) at the times set out in this Section 9 provided, however, that TEAM revenue Share shall no longer be due or owing to TEAM with respect to any period following the date this Lease is terminated due to TEAM default.

The parties acknowledge that the TEAM Revenue Share will vary depending on a number of factors that are out of the control of ARENA and TEAM. No specific gross amount of TEAM Revenue Share has been promised or guaranteed by ARENA or TEAM, and TEAM shall be responsible to assure that its operations and planning take account of the variable and unpredictable nature of the TEAM Revenue Share amounts. TEAM agrees to cooperate with ARENA in efforts to maximize the underlying income streams and sources of the TEAM Revenue Share amount.

The TEAM Revenue Share for each Lease Year shall be an amount equal to the total of the following shares of income and revenue streams actually paid to and irrevocably received by ARENA or TEAM during or attributable to the applicable Lease Year, subject to normal and customary adjustments, including refunds:

1. One hundred percent (100%) of the proceeds from the sale of tickets in the nonpremium areas (i.e., Facility seats located in areas other than Suites, Loges or Club seat areas).
2. One hundred percent (100%) of the base ticket revenue portion (excluding any surcharge amounts) for TEAM hockey games from all tickets in Platform Suites AA and GG, two (2) Ice Level Party Decks and Chick Filet Lounge Suites, Club Seats and Loges, actually sold (ARENA retains 100% of the licensing revenue (i.e., any "lift" over and above the ticket face value) and complete control over sales of all Suites and Loges, ~~and shall work cooperatively with TEAM on sales of Clubs, and tickets related thereto~~). It is acknowledged that ARENA is not obligated to sell any such Suite or Loge, Club Seat packages inclusive of TEAM tickets.
 - a. ARENA will provide proceeds of 72 Suite tickets x \$20.00 per regularly season game to TEAM. There are approximately 96 tickets attributable to Facility Suite locations; If ARENA requests additional Suite tickets, ARENA agrees to pay to TEAM the \$20.00 per ticket per game.
 - b. ~~There are approximately 300 (300 minus complimentary tickets for CENTER and complimentary tickets for TEAM) tickets attributable to Facility Club Seat locations;~~
 - c. ~~There are approximately 24 tickets attributable to Loge Seat locations;~~
 - d. b. Payment and adjustment for any amounts owed TEAM for ticket revenues actually received by ARENA pursuant to and as calculated in accordance with this subparagraph 2. shall be made on a game-by-game basis as part of the game settlement procedures set forth in Section 5(d).

~~e-c.~~ In the event that ARENA sells any Suite, ~~Club Seat or Loge~~ package or license without inclusion of TEAM hockey game tickets, ARENA shall then make available to TEAM at least thirty (30) days before the opening home TEAM hockey game of each hockey season during the Term the right to sell on a single-season basis (with no right of renewal) the applicable season's season tickets for the seats attributable to that particular Suite, ~~Club Seat or Loge~~ package or license for which TEAM hockey game tickets were not included. ARENA shall not charge TEAM any other fees for sale and use of unsold Suites pursuant to this section. Each package or license agreement for such Suite, ~~Club Seat or Loge~~ sold without hockey tickets shall disclose that such seats may be sold to and occupied by the ticket purchasers and thus shall not be occupied on TEAM game nights by the holder of such package or license agreement.

3. Fifty percent (50%) of the net revenues for Above-ice Advertising inside the Facility, excluding sales of sub-naming rights (i.e., sales of license rights or similar rights (and the related fees and payments) attributable to the naming, labeling or branding of a particular Facility geographical location or area that is not part of any Facility naming rights (such rights, "Sub-naming Rights")) and excluding sales of naming rights and all related components and revenues. "Above-ice Advertising" shall mean only all Facility fixed and static signage above the dasher boards (including, notwithstanding the foregoing, such fixed and static signage that advertises or promotes a party who is also a licensee or owner of Sub-naming Rights). The calculation of net revenues shall be made by ARENA management, subject to subparagraph 7 below, and shall take account of commissions, expenses properly attributable to such revenues and other appropriate items directly related to such sales. In the case that Above-ice Advertising that is intended to be shared with TEAM as set forth in this Lease is sold as part of a "package" or is included in a sale that includes other commercial rights and if such package or sale terms do not include an express specific allocation of a portion of the total price to the Above-ice Advertising that is intended to be shared with TEAM as set forth in this Lease, then such allocation shall be made by ARENA management using a consistent methodology and taking account of the rate card for such items and industry customs. Periodically on mutually agreed upon dates, but in no event less frequent than monthly, payment and adjustment for any amounts owed TEAM for its share of the net revenues for Above-ice Advertising actually received by ARENA pursuant to and as calculated in accordance with this subparagraph 2. shall be made pursuant to game settlement procedures set forth in Section 5(d).

4. TEAM is entitled to 100% of the revenue from its forty-five percent (45%) of the time on in-Game videoboard and LED resources as set out above, and to the extent such amount is received by ARENA, TEAM's revenue shall be part of the TEAM Revenue Share. The TEAM shall control all videoboard and LED advertising during games, subject to ARENA's rights to its 55% share of time as set out above. TEAM shall permit the ARENA two (2) public address messages per period.

5. A \$1.00 facility fee will be imposed by the ARENA on all tickets sold either through the ARENA's Box Office or the TEAMS Secondary Box Office. Starting in 2025/2026, the ARENA's \$2.00 ticket surcharge from the 2024/2025 season shall revert to and benefit the TEAM. The \$2.00 ticket surcharge has already been built into the TEAM's ticket price. The ARENA has no responsibility to TEAM for any reimbursement for the ticket surcharge. In the event there is a ticket surcharge

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~~imposed by CENTER, \$1.00 per ticket for tickets sold for TEAM home hockey games at the Facility and for which the surcharge was actually received by CENTER. Nothing in this Lease obligates CENTER to impose a ticket surcharge. It is acknowledged and agreed that if a ticket surcharge is imposed by the CENTER, it may be in the CENTER's sole discretion imposed on all tickets by whomever sold or provided, including without limitation tickets sold or provided by TEAM. The CENTER shall not, without the prior written approval of TEAM, impose any surcharge on tickets in excess of \$2.00 per ticket. The ticket surcharge policy if adopted by CENTER shall automatically become a term of this Lease without further action by either party. No ticket surcharge shall be assessed on complimentary tickets. Payment and adjustment ~~for~~ any amounts owed TEAM for ticket surcharges pursuant to and as calculated in accordance with this subparagraph 5. , including amounts of surcharge collectable by TEAM for sales of tickets by TEAM, shall be made on a game-by-game basis as part of the game settlement procedures set forth in Section 5(d). There shall be no other additional fees of any kind added to any TEAM ticket.~~

6. ~~Fifty-seven~~ percent (50~~7~~%) of the net revenues of food and beverage sales in the Facility (including all revenues attributable to the sale of alcoholic beverages) for TEAM home hockey games only. Revenue from the sale of alcoholic beverages are included in the foregoing calculation so long as the Liquor Laws (as defined below) permit such sharing with TEAM. "Liquor Laws" shall mean Maine statutes, regulations or rules, and/or related local ordinances, rules or regulations that govern the sale of alcoholic beverages and licensure of sellers and servers thereof and/or the owners, operators and managers of facilities or establishments where such sales take place (including all persons or entities having a financial interest in such facilities or establishments or in the operations conducted therein). TEAM agrees that it shall cooperate with ARENA in all efforts to comply with the Liquor Laws and any licensure application process related thereto, but in no event shall TEAM be required to hold a liquor license in its own name or otherwise become a party to a liquor license. If at any time the ARENA in good faith determines or is notified by the applicable governmental authority that Liquor Laws restrict or prevent TEAM from receiving the foregoing share of revenue from the sale of alcohol, then ARENA will notify TEAM of any such notice or determination it receives or makes immediately and ~~with no further action by either party the obligation to make the payments required hereunder insofar as they are attributable to sales of alcoholic beverages shall cease and terminate the parties agree to negotiate in good faith to offset the loss of revenue to TEAM. In such case TEAM's fifty-seven (57%) share of net revenues of food and beverage sales (including alcohol sales) shall increase to a sixty-five percent (65%) share of food and beverage sales, but shall exclude alcohol sales. If required by Liquor Laws, the parties shall cooperate to ensure that any payments in violation of the Liquor Laws are refunded, returned or reimbursed to CENTER (provided that the TEAM is "made whole" for such lost revenue by a retroactive increase in TEAM's share of food and non-alcoholic beverage sales)~~

~~and that all steps shall be taken to assure compliance with the Liquor Laws.~~ "Net revenues of food and beverage sales" shall mean gross revenue from food and beverage sales less only expenses, taxes and credit card fees, all to the extent directly related to such sales. Expenses shall take account of cost of goods, commissions, labor and overhead costs and other expenses directly and properly attributable to such revenues and other appropriate items. Payment and adjustment for any amounts owed TEAM for its share of the net revenues for food and beverage sales in the Facility for TEAM home hockey games actually received by ARENA pursuant to and as calculated in accordance with

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this subparagraph 5. shall be made no ~~later than the 15th of the following month less than two (2) times per month (on or about the 15th and 30th day of each month)~~ during any Lease Year pursuant to game settlement procedures set forth in Section 5(d).

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~~7. With respect to all revenue, cost and expense calculations and settlement procedures made or performed by CENTER under any section or provision of this Lease, TEAM shall be entitled, during normal business hours upon reasonable notice to CENTER, to review all such calculations and procedures with appropriate CENTER personnel.~~

Notwithstanding anything to the contrary contained herein, Revenue from any current or future pouring rights arrangements or contracts of ~~ARENA~~CENTER and related inventory (including without limitation fixed and static signage that is part of such arrangements or contracts) are excluded from the TEAM Revenue Share payments.

10. Remedies: Default, Stipulated Damages, Notice of Termination.

- (a) TEAM's Default. TEAM shall be in default hereunder in any of the following events: A. if TEAM shall fail to pay any Rent, Additional Rent or other charge required to be paid by TEAM under this Lease when due and payable and such default continues for a period of twenty (20) days after written notice of default; or B. if TEAM shall default in the performance of any of the other material covenants, obligations and agreements of this Lease, and such default shall not have been remedied within thirty (30) days or such additional time as is reasonably required to correct any such default after written notice of ARENA to TEAM specifying such default and requiring it to be remedied, but not to exceed ninety (90) days, provided further, however, that any unsafe, unsanitary or emergency condition caused by TEAM shall be remedied as soon as reasonably practical; or C. ~~or~~ if, for any reason other than due to (i) a force majeure or (ii) the Facility not being made available to TEAM in good operating condition, or (iii) a strike or lockout, TEAM shall fail to ice a hockey team in accordance with ECHL rules for two consecutive home games; or D. any involuntary petition in bankruptcy shall be filed against TEAM under any federal or state bankruptcy or insolvency act and shall not be dismissed within ninety (90) days from the filing thereof, or if a receiver shall be appointed for substantially all of the property of TEAM by any court and such permanent receiver shall not be dismissed within ninety (90) days from the date of his appointment, or if TEAM shall make an assignment for the benefit of creditors.
- (b) If TEAM becomes in default as defined above, ARENA may terminate this Lease by written notice to TEAM, and termination shall be effective upon such written notice. In the event of any such termination, TEAM shall surrender the Premises on the date of such termination, and TEAM shall remain liable as herein provided.
- (c) In the event of termination, ARENA may re-enter the Premises using such force as may reasonably be required without being liable for prosecution or damages on

account of such re-entry, and may possess and repossess the Premises by summary proceedings, ejectment or otherwise.

- (d) The receipt of rent or other monies by ARENA from TEAM with knowledge of any breach or default on the part of TEAM shall not be deemed a waiver of such default. The receipt of rent or other monies by ARENA from TEAM after termination of this Lease as provided herein shall not be deemed to reinstate, continue, or extend the terms of this Lease or to affect any notice previously provided TEAM or to operate as a waiver of ARENA's right to recover possession of the Premises. In no event shall either party be liable or responsible for any consequential, incidental, punitive or special damage (including without limitation lost profits) whether based upon breach of contract or warranty, negligence, strict tort liability or otherwise, and each party's liability for damages or losses hereunder shall be strictly limited to direct damages that are actually incurred by the other party.
- (e) Upon any termination of this Agreement for default of TEAM, TEAM covenants and agrees, notwithstanding any entry or re-entry by ARENA, whether by summary proceedings, termination, or otherwise, to immediately pay and be liable to ARENA for liquidated damages of One Hundred Thousand Dollars (\$100,000.00), as the same is increased (but never decreased) on a cumulative basis each year by an amount equal to the percentage increase, if any, in the CPI-U, over the previous twelve (12) month period (i.e., the difference, if any, expressed as a percentage, between the value of the CPI-U published most recently prior to the commencement of the preceding Lease Year and the value of the CPI-U published most recently prior to the commencement of the Lease Year for which the CPI-U adjustment will apply, provided that the increase shall not exceed three percent (3%) in any one year ("Liquidated Damages") it being agreed between the parties hereto that the actual losses and damages to ARENA in the event of such breach are impractical to ascertain and the foregoing amount is a reasonable estimate thereof. Nothing herein shall be deemed to release or limit any liability of TEAM under any indemnity and/or hold harmless provisions herein relating to an underlying third-party claim, or from any claims for physical damage or harm to the Facility caused by TEAM or related to TEAM's use of the Facility to the extent covered by insurance maintained by TEAM. The parties acknowledge that the Liquidated Damages has been agreed upon, after negotiation, is a substitute and replacement for rent and Additional Rent and other income losses that are not subject to easy estimation and is a reasonable compensation to ARENA under these circumstances and as ARENA's sole and exclusive remedy against TEAM for such losses in the event of a default. Upon payment of the Liquidated Damages to ARENA, ARENA shall automatically be considered to waive any claim for any other losses (including lost profits) as a result of a default by TEAM. The parties acknowledge that the payment of such Liquidated Damages is not intended as a forfeiture or penalty, but is intended to constitute

liquidated damages to ARENA. Such Liquidated Damages do not include and shall not limit TEAM's liability for any and all reasonable attorney's fees incurred by ARENA related to the payment or collection of the Liquidated Damages.

- (f) ARENA's Default. ARENA shall be in default hereunder in any of the following events: A. if ARENA shall fail to pay any monies or other charges required to be paid by ARENA under this Lease when due and payable and such default continues for a period of twenty (20) days after written notice of default; or B. if ARENA shall default in the performance of any of the other material covenants, obligations and agreements of this Lease, including without limitation to provide the Facility in the condition required by this Lease at section 13, and such default shall not have been remedied within thirty (30) days or such additional time as is reasonably required to correct any such default after written notice of TEAM to ARENA specifying such default and requiring it to be remedied, but not to exceed ninety (90) days, provided further, however, that any unsafe, unsanitary or emergency condition caused by ARENA shall be remedied as soon as reasonably practical; or C. any involuntary petition in bankruptcy shall be filed against ARENA under any federal or state bankruptcy or insolvency act and shall not be dismissed within ninety (90) days from the filing thereof, or if a receiver shall be appointed for substantially all of the property of ARENA by any court and such permanent receiver shall not be dismissed within ninety (90) days from the date of his appointment, or if ARENA shall make an assignment for the benefit of creditors.

If ARENA becomes in default as defined above, TEAM may terminate this Lease by written notice to ARENA, and termination shall be effective upon such written notice. TEAM may also terminate this Lease as specifically provided in Section 13 below.

- (g) Subject to Section 10(e) above, (i) the rights and remedies given to ARENA and TEAM in this Lease are distinct, separate, and cumulative remedies, (ii) the existence of these remedies shall not be deemed to be in exclusion of any other remedies provided at law or in equity, (iii) exercise of any one such remedy shall not be deemed a waiver of such other remedies as may be available, and (iv) in the event of a default by either party hereunder the party the non-defaulting party shall be entitled to recover from the defaulting party all reasonable attorney's fees and costs incurred by the non-defaulting party as a result of the other party's default.

11. Damage to Premises. If the Premises or the Facility shall be damaged or destroyed in whole or in part at any time during the Term by fire or other casualty so that more than five percent (5%) of the replacement value of the Facility (exclusive of foundations) in its condition just prior to the occurrence of the damage or destruction, is damaged or destroyed, which damage affects ARENA's ability to provide hockey facilities in the condition described in Section 13 below, TEAM may, at its option, cancel the Lease, provided that if ARENA notifies TEAM in writing within ninety (90) days of such damage occurring that ARENA intends to repair the damage in full, and takes prudent

steps to do so without undue delay until such repair is complete, then the Lease shall continue in all respects, subject to the succeeding sentences and provided that TEAM may elect to play games at another location, without payment of Rent, Additional Rent, or any other amounts to ARENA hereunder for such period. In the event ARENA elects to repair or restore such damage pursuant to the preceding sentence, ARENA shall do so such that hockey facilities in the condition described in Section 13 below are made available to TEAM within two hundred seventy (270) days of the date of such damage occurring. If either ARENA does not timely notify TEAM of its decision to restore or repair, or if it has timely provided such notice but then does not repair or restore as aforesaid before such 270-day period is ended, then TEAM may in either case terminate this Lease by written notice to ARENA, which notice shall take effect thirty (30) days from ARENA's receipt thereof. If the damage as previously mentioned is less than five percent (5%), the ARENA shall endeavor to restore the Premises but only to the extent of available insurance proceeds, but in any case, ARENA shall restore the Premises to the extent necessary to provide hockey facilities to TEAM in the condition described in Section 13 below. For any period in which the ARENA is not available to TEAM due to damage, a just and proportionate abatement of Rent and Additional Rent shall be made until the Premises shall have been put in proper condition for use and occupation. There is no obligation on ARENA to restore or rebuild if damage as previously mentioned exceeds five percent (5%). Any and all restoration and rebuilding efforts shall always be limited to available insurance proceeds.

12. Indemnity and Public Liability Insurance. The provisions of these subsections 12(a), 12(b) and 12(c) are subject to the limitations and qualifications provided in Section 21(c) hereof.

(a) Indemnity. (i) To the fullest extent permitted by law, TEAM agrees to indemnify, defend with counsel reasonably acceptable to ARENA and save harmless the ARENA from and against all claims of whatever nature arising from any act, omission or negligence of the TEAM, or the TEAM's contractors, licensees, agents, servants, or employees, or arising from any accident, injury, or damage whatsoever caused to any person, or to the property of any person, or from any violation of applicable law including, without limitation, any law, regulation, or ordinance concerning trash, hazardous materials, or other pollutant occurring from and after the date that possession of the Premises is delivered to TEAM and until the end of the Term hereof in or about TEAM's Premises, or arising from any accident, injury or damage occurring outside of the Premises but within or about the Facility, where such accident, damage or injury results or is claimed to have resulted from an act or omission on the part of TEAM or the TEAM's contractors, licensees, agents, servants, or employees. This indemnity and hold harmless agreement shall include indemnity against all reasonable costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof, including without limitation reasonable attorney's fees. Notwithstanding the provisions of this Section, TEAM shall not be required to indemnify or save harmless the ARENA from any accident, injury, violation, liability or damage whatsoever to the extent caused, in whole or in part, by the negligence or willful misconduct of the ARENA or its employees, contractors or agents of the same.

(a) Insurance. TEAM shall obtain, at its own cost and expense, commercial general liability insurance in the name of TEAM that names the ARENA as an additional insured, and which insures against all acts, omissions, and negligence of the TEAM. Such insurance shall be

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written on an occurrence basis with a Five Million Dollar (\$5,000,000.00) combined single limit for bodily injury, property damage, and personal injury. TEAM shall cause such insurance to be written on a primary and not contributory basis. TEAM shall ensure, by endorsement to its policy or otherwise, that its commercial general liability insurance policy provide coverage to ARENA to the fullest extent of the TEAM's defense and indemnification obligations under the Agreement identified in Section 12(a) hereof.

~~(e)~~(b) TEAM shall also obtain, at its own cost and expense, property insurance in the name of the TEAM which insures against damage to and loss of the TEAM's contents and improvements of the Premises made by the TEAM under a standard Maine all risk perils form, or its equivalent, and shall waive subrogation against ARENA. Each such policy shall be written by a reputable and financially sound, duly licensed, and admitted insurance company with an A+ financial rating. TEAM shall provide ARENA with certificates for such insurance at or prior to the commencement of the term.

~~(d)~~(c) Own Risk. TEAM agrees to use and occupy the Premises as it is herein given the right to use at its own risk; ARENA shall have no responsibility or liability for any loss of or damage to fixtures or other personal property of TEAM. TEAM agrees that ARENA shall not be responsible or liable to TEAM, or to those claiming by, through or under TEAM, for any loss or damage that may be occasioned by or through the acts or omissions of persons present in the Facility, the Premises or any part of the Premises, or otherwise, or for any loss or damage resulting to TEAM or those claiming by, through or under TEAM, or its or their property, from the bursting, stopping or leaking of water, gas, sprinkler, sewer or steam pipes or similar apparatus or installations.

13. Maintenance Alterations. TEAM acknowledges by entry thereupon that the Premises are in good and satisfactory order, repair and condition, and covenants during the Term and further time as TEAM holds any part of the Premises to keep the Premises (including without limitation doors serving the Premises) clean and neat in appearance and in as good order, repair and condition as the same are in at the commencement of the Term, or may be put in thereafter, damage by fire or unavoidable casualty and reasonable use and wear and damage caused by other parties only excepted. TEAM shall be responsible for regular trash removal and janitorial services related to the Premises and its and its invitees' use thereof.

TEAM shall not make any alterations or additions, or permit the making of any holes in any part of the Premises or Facility, or paint or place any signs, banners, awnings, aerials or flagpoles or the like anywhere in the Facility, or except as expressly consented to in writing by ARENA, which consent shall not be unreasonably withheld or delayed, but which may be in the case of Safety-Related Improvements or other permanent or structural modifications reasonably conditioned on among other things approval of plans and specifications and on the reasonable requirements of Facility engineers or other personnel in charge of the Facility. Except as expressly permitted under this Lease, TEAM shall not permit anyone except TEAM to use any part of the Premises or Facility for any purposes without on each occasion obtaining prior written consent of ARENA. TEAM shall not suffer or permit any lien of any nature or description to be placed against the Facility, the Premises or any portion thereof, and in the case of any such lien attaching to immediately pay and remove the

same, or otherwise contest such lien in good faith; this provision shall not be interpreted as meaning that TEAM has any authority or power to permit any lien of any nature or description to attach or to be placed upon ARENA's title or interest in the Facility or any portion thereof.

ARENA shall have a continuing obligation throughout the Term to maintain the Facility and its facilities and equipment in at least the same operating condition as it is in on the date of this Lease, subject to reasonable wear and tear, and at all times in accordance with applicable laws including applicable building and safety codes. These obligations are, however, expressly limited to the extent that such actions require formal authorization from appropriate and applicable authorities, bodies or decision-making boards or committees within the ARENA or within Cumberland County and are limited by the extent such obligations are so funded or supported, provided that in the event ARENA fails to maintain the Facility and its facilities in the operating condition described in the first sentence of this paragraph, and such failure continues for sixty (60) days following written notice of such failure to ARENA, TEAM shall have the limited right and remedy to elect to terminate this Agreement, without liability for any continuing rental or performance obligations hereunder, effective upon written notice to ARENA at any time prior to cure of such failure by ARENA. ARENA will be responsible for repairing any damage to the hockey-related structures and equipment (e.g., dashers, glass, goals, safety nets) to the extent necessary due to normal wear and tear. The obligations of ARENA in this paragraph do not extend to the locker room appliances or TEAM-owned equipment.

14. Intermission. In order to facilitate attendee convenience and concessions sales, TEAM agrees, subject to ECHL rules to the contrary, that hockey games will be played with intermission between periods of no less than eighteen (18) minutes each and that of each eighteen (18) minute intermission, no more than seven (7) minutes shall be devoted to entertainment, with the balance of eleven (11) (or more) minutes to be without entertainment on the ice.
15. Specific Covenants by the TEAM. As part of its obligations hereunder, and in addition to TEAM's other obligations, agreements and covenants contained herein, TEAM covenants and warrants with the ARENA that:
 - (a) TEAM shall assure that all property, installations and debris owned by or caused by TEAM or TEAM's invitees shall be clear from all spaces inside and outside the Facility before and after games, and that all portions of the Premises that TEAM has limited rights to use shall be, in addition to the foregoing, vacated by TEAM and any TEAM invitees or agents during all times that TEAM is not permitted to use such portions of the Premises.
 - (b) TEAM will (i) at all times during the Term provide a professional hockey team which holds an ECHL franchise in good standing; and (ii) at all times during the Term ice a full team for all regularly scheduled games. TEAM agrees upon ARENA's request from time to time to provide satisfactory evidence of TEAM's compliance with this Section.
 - (c) TEAM and ARENA acknowledge the potential value and mutual benefit of the TEAM's affiliation with a National Hockey League team, and as such TEAM shall endeavor to, as and when appropriate in TEAM's judgement, maintain such an affiliation throughout the Term of this Lease; provided, however, ARENA acknowledged that TEAM shall not be

required to be affiliated at any time and TEAM may, in its discretion, at any time remain unaffiliated.

- (d) TEAM agrees to conform to the following provisions during the Term: (i) TEAM shall not injure or deface the Premises or Facility; (ii) No inflammable fluids, chemicals, nuisance, objectionable noise or odor shall be permitted on the Facility; (iii) TEAM shall not permit the use of the Premises for any purpose other than set forth herein or any use thereof which is improper, offensive, contrary to law or ordinance; and (iv) TEAM shall observe and comply with all codes, ordinances, laws, regulations and other governmental or quasi-governmental orders or inspections affecting TEAM, the Premises and/or TEAM's use and all reasonable rules and security regulations now or hereafter made by ARENA. TEAM agrees to keep the Premises equipped with all safety appliances or installations, and/or accommodations in TEAM's use thereof required by law or any public authority as a result of TEAM's use or occupancy of the Premises or Team's alterations or additions thereto, which installations shall be subject to ARENA's consent as provided in this Lease.
- (e) TEAM shall be responsible at its sole cost and expense to fulfill all requirements and mandates of the ECHL and/or affiliation agreements and/or franchise agreements, except as specifically provided in Section 4 of this Lease.
- (f) TEAM will maintain year-round office staff in Portland to serve the public, to sell season tickets, and to act as the informational ARENA for the TEAM.
- (g) TEAM's hockey team/franchise will be the only professional hockey team/franchise commonly owned, controlled or affiliated with the TEAM within a fifty (50) mile radius of Portland.
- (h) TEAM shall be responsible at its sole cost and expense to fulfill and perform all music and media licensure and use requirements (e.g., ASCAP) related to its use or broadcast of music and other media in the Facility.

16. Assignment and subletting. TEAM's rights under this Lease are expressly not assignable nor is any sublease or license of rights related to the Premises permitted without the specific written consent of ARENA, which may be withheld in its sole discretion. For purposes of this Lease, the sale of a controlling interest in the stock or membership or partnership interest of a legal entity constituting TEAM shall constitute an assignment of the Lease. As to any request for ARENA's consent to an assignment or subletting, TEAM shall provide to ARENA's Board or controlling body the identity of the prospective assignee or subtenant, including the identity of individual owners of non-public entity owners and such other information as may be reasonably requested by ARENA. Any assignment, sublease or license made in contravention of this provision shall be null and void and of no effect. Notwithstanding the foregoing, in 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 ARENA, which shall not be unreasonably withheld, conditioned or delayed. Any approved assignee or subtenant shall agree in writing to be bound by the terms of this Lease

and satisfactory evidence of such agreement shall be provided to ARENA promptly after the transaction transferring the Lease to the approved assignee or subtenant.

17. Covenant to Surrender. On the last day of the Term, or on the sooner termination thereof, TEAM shall at the expiration or other termination of this Lease peaceably yield up the Premises and all additions, alterations, fixtures (including those installed by TEAM), and improvements thereto in the condition received at the commencement of the Term, damage by fire, unavoidable casualty, and reasonable wear and tear only excepted, first moving all goods and effects not attached to the Premises, repairing all damage caused by such removal, and leaving the Premises clean and tenantable. If TEAM leaves any of its goods and chattels at the Premises, ARENA shall notify TEAM and if TEAM fails to remove such good and chattels within ten (10) days of its receipt of such notice, TEAM shall have no further claims and rights in such goods and chattels as against ARENA, and TEAM shall be deemed to have conveyed such items to ARENA unless ARENA elects to reject acceptance of the same. If the Premises are not surrendered at the end of the Term, TEAM shall indemnify ARENA against loss, damage, claims or liability resulting from or related to the delay by the TEAM in so surrendering the Premises including without limitation any claims made by any succeeding tenant or occupant related to such delay or ARENA's inability to deliver the Premises or any portion thereof. If TEAM fails to vacate the Premises at the termination of this Lease following written notice to vacate from ARENA, then the terms of this Lease shall be applicable during said holdover period, except for base rent, which shall be increased to a per-day rent of \$500.00; but this provision shall not be interpreted as consent or permission by ARENA for TEAM to hold over at the termination of this Lease and the terms of this holdover provision shall not preclude ARENA from evicting TEAM and/or recovering any other damages which it incurs as a result of TEAM's failure to vacate the Premises at the termination of this Lease.

- ~~18. —~~ Notices. All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified mail, return receipt requested, postage prepaid. If given to the TEAM, that same shall be mailed to the TEAM at 94 Free Street, Portland, Maine 04101 Attn: Chief Executive Officer ~~3601 S. Broad Street, Philadelphia, Pennsylvania 19148, Attn: President, with a copy to Comcast Spectacor, 3601 S. Broad Street, Philadelphia, PA 19148, Attn: General Counsel,~~ or to such other person or at such other address as TEAM may hereafter designate by notice to the ARENA. If given to the ARENA, the same shall be mailed to the ARENA at Cumberland County Government, Attn: County Manager, at 27 Northport Drive, Portland, Maine 04103, with a copy sent to the Cross Insurance Arena, at One Civic Center Plaza, Portland, Maine 04101, c/o General Manager, ~~or to such other person or at such other address as CENTER may hereafter designate by notice to TEAM, with copies of CENTER's notice to Leonard~~

~~M. Nelson, Esq. and Jaimie P. Schwartz, Bernstein, Shur, Sawyer & Nelson, 100 Middle Street, Portland, Maine 04101.~~

19. Force Majeure. Neither ARENA nor TEAM shall be liable for failure to perform any obligation under this Lease, except for the payment of money, in the event it is prevented from so performing by strike, lockout, breakdown, accident, order or regulation of or by any governmental authority or failure to supply or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services or because of war or other emergency, flood, fire, Act of God, or for any other cause beyond its reasonable control, but financial inability shall never be

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deemed to be a cause beyond a party's reasonable control, and in no event shall either party be excused or delayed in the payment of any money due under this Lease by reason of any of the foregoing.

20. Americans with Disabilities Act (ADA) and State accessibility Laws. Concerning the ADA and Maine state accessibility laws, and regulations thereunder, any accessibility requirements related to TEAM's alterations or modifications of the Premises and Facility that are not installed as part of the Facility as of the date of this Lease are the TEAM's sole responsibility, as are also non-structural accessibility requirements related to TEAM's use of the Premises, including without limitation costs and expenses of interpreters. Any structural requirement shall be the responsibility of ARENA.

21. Miscellaneous.

- (a) Recording; Waiver; Amendment; When Binding; Etc. ARENA and TEAM agree that this Lease shall not be recorded but each party hereto agrees, on request of the other, to execute a Memorandum of Lease in recordable form and mutually satisfactory to the parties. If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease and the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. The submission of this Lease or a summary of some or all of its provisions for examination by TEAM does not constitute a reservation of or option for the Premises or an offer to lease the Premises, and this document shall become effective and binding only upon the execution and delivery hereof by both ARENA and TEAM. Employees or agents of ARENA have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. No provision of this Lease may be modified or altered except by agreement in writing between ARENA and TEAM duly executed and delivered, and no act or omission of any employee or agent of ARENA shall alter, change, or modify any of the provisions hereof. Time is of the essence of this Lease. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine. The headings herein contained are for convenience only, and shall not be considered a part of this Lease. The parties (including any Guarantors) acknowledge and agree that all negotiations, considerations, representations and understandings of the parties concerning the subject matters of this Lease are incorporated herein and that there are no other terms, arrangements or considerations, oral or written, regarding any of the subject matters of this Lease which are not contained herein. The parties acknowledge that failure on the part of ARENA or TEAM to complain of any action or non-action on the part of the other, no matter how long the same may continue or have continued, shall never be deemed to be a waiver by such party of any of its rights under this Lease. Further, no course of dealing or waiver at any time of any of the provisions hereof by either party shall be construed as a continuing waiver or modification of any of the provisions of the Lease.
- (b) Authority. ARENA and TEAM each covenant to the other that (i) each has the power and capacity to execute this Lease; (ii) that the execution and delivery of this Lease and any documents associated therewith have been duly authorized by appropriate entity actions; (iii) the person or persons executing this Lease is/are the duly authorized officer or agent therefor;

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and (iv) this Lease, upon such execution and delivery, shall constitute its valid and binding obligation, enforceable according to its terms. This Lease shall be binding upon and enforceable against the successors and assigns of each of TEAM and ARENA.

- (c) Immunity. Notwithstanding anything to the contrary in this Lease, nothing herein shall be considered to expand or create liability on the part of ARENA to any person for claims from which ARENA is released, exempted and/or protected by Maine Law, including without limit, the Maine Tort Claims Act, as it is currently in effect or is in the future from time to time modified or amended. Any and all obligations and/or exposure of the ARENA under any indemnification obligations or insurance requirements contained herein, and any damages or payments related thereto, are subject to the foregoing limitations, and are further subject to, limited by, and shall not exceed the legal limits of its liability.
- (d) No Partnership. It is further understood and agreed that ARENA shall in no event be construed or held to be a partner, joint venture or business associate of TEAM in the conduct of the TEAM's or ARENA's business, nor shall ARENA be liable for any debts incurred by TEAM in the conduct of the TEAM's business; and it is understood and agreed that the relationship is and at all times shall remain that of landlord and tenant.
- (e) Subordination. This Lease automatically shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, that is now or at any time hereafter a lien or liens on the Facility and property of which the Premises are a part and TEAM shall, within ten (10) days after they are requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage. TEAM agrees to sign within ten (10) days after they are requested, such estoppel certificates as are requested by ARENA.
- (f) NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, TEAM AND ARENA, FOR THEMSELVES AND THEIR SUCCESSORS AND ASSIGNS, HEREBY KNOWINGLY, WILLINGLY, AND VOLUNTARILY WAIVE ANY AND ALL RIGHTS TEAM and/or ARENA MAY HAVE TO A TRIAL BY JURY IN ANY FORCIBLE ENTRY AND DETAINER ("FED") ACTION OR PROCEEDING BROUGHT BY ARENA BASED UPON OR RELATED TO THE PROVISIONS OF THIS LEASE. ARENA AND TEAM HEREBY AGREE THAT ANY SUCH FED ACTION OR PROCEEDING SHALL BE HEARD BEFORE A SINGLE JUDGE OF THE APPROPRIATE DISTRICT COURT OR A SINGLE JUDGE OF THE APPROPRIATE SUPERIOR COURT, OR A FEDERAL DISTRICT COURT JUDGE SITTING IN THE DISTRICT OF MAINE.
- (g) It is acknowledged that a material part of the consideration for this Lease is the guaranty of ~~Dexter Paine Comeast-Spectaeor, LLC~~ in the form attached hereto ~~as Exhibit B~~ (the "Guaranty"). This Lease shall not be effective unless and until the guarantor thereunder executes and delivers the Guaranty.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

CUMBERLAND COUNTY BOARD OF COMMISSIONERS

Jean-Marie Caterina
District One

Thomas Tyler
District Two

Stephen F. Gorden, Chair
District Three

Patricia Smith
District Four

James F. Cloutier
District Five

SIGNED AND DELIVERED IN THE PRESENCE OF:

WITNESS: **POWERPLAY, LLC (TEAM)**

Name:

Name:

Its:

EXHIBIT A
TO ARENA ECHL LEASE

Depiction (by highlighting) of the home team locker room and ancillary facilities
portions of the Premises (following page)

EXHIBIT B
TO ARENA/ECHL LEASE GUARANTY

GUARANTY AGREEMENT

This Guaranty Agreement (the "Guaranty") is executed this day of _____, 2025 by Dexter Paine, an individual, of _____ ("Guarantor"). ~~Comeast-Spectacor, LLC ("Guarantor"), a Delaware/Pennsylvania limited partnership.~~

WHEREAS, ~~Powerplay/Portland Hockey~~, LLC, a Delaware limited partnership ("Team"), has entered into a Hockey Lease Agreement dated the date hereof (the "Agreement") with the Cross Insurance Arena (a/k/a Cumberland County ~~Cross Insurance~~ ARENA) ("ARENA"), for the purpose of playing East Coast Hockey League games and related activities in the Cross Insurance Arena.

WHEREAS, the ARENA desires, and Guarantor agrees, for Guarantor to guarantee all obligations of Team under the Agreement.

NOW, THEREFORE, as an inducement to ARENA for entering into the Agreement, Guarantor hereby agrees as follows:

1. Guaranty. Guarantor hereby guarantees to ARENA and its successors and permitted assigns the full and punctual payment when due of all sums due and owing or to become due and owing by Team existing or to become existing under or arising related to the Agreement, but remaining subject to any liquidated damages provided thereunder, including any extensions, renewals and rearrangement thereof, amendments and modifications thereto, and substitutions therefor, after exhaustion of all cure periods under the Agreement ("Guaranteed Obligations").

2. Term. This Guaranty shall remain and continue in full force and effect as to any renewal, change or modification (including changes to rental or payment obligations), extension or assignment of the Agreement and/or new lease entered into between ARENA and Team, whether or not Guarantor shall have received any notice of or consented to such renewal, change, modification, extension or new lease, and shall include and extend to any holdover period and/or any other Team obligations that continue after the Agreement's termination. The liability of Guarantor under this Guaranty shall be primary, and in any right of action which shall accrue to ARENA under the Agreement, ARENA may proceed against Guarantor and Team jointly or severally, and may proceed against the Guarantor without having commenced any action against or having obtained any judgment against Team. The obligations of Guarantor as to the Guaranteed Obligations shall terminate only when all Guaranteed Obligations have been irrevocably satisfied in full or until all such Guaranteed Obligations (including any obligations that survive termination or expiration of the Agreement) are irrevocably terminated or expire pursuant to the provisions of

the Agreement, whichever occurs later, whereupon this Guaranty shall terminate and Guarantor shall have no further liability hereunder. This Guaranty is binding upon and enforceable against Guarantor and the successors and assigns of Guarantor in accordance with the terms hereof.

3. **Waiver of Certain Defenses.** Guarantor agrees that neither bankruptcy, insolvency, other disability, cessation of existence or dissolution of Team, shall in any manner impair, affect, or release the liability of Guarantor hereunder, and Guarantor shall be and remain fully liable hereunder in accordance with the terms hereof. Guarantor understands and acknowledges that by virtue of this Guaranty, Guarantor has specifically assumed any and all risks of a bankruptcy or reorganization case or proceeding with respect to Team. Guarantor hereby acknowledges and agrees that the Guaranteed Obligations shall not be reduced by the amount of any funds which ARENA is required to return to Team (or the legal estates thereof) pursuant to a bankruptcy or reorganization case or proceeding with respect to Team. Guarantor (a) to the fullest extent permitted by applicable law, waives notice of acceptance of this Guaranty; and (b) waives presentment, demand, notice of dishonor, protest and notice of protest; and (c) (1) any right to subrogation or indemnification, and any other right to payment from or reimbursement by Team, in connection with or as a consequence of any payment made by Guarantor hereunder (2) any right to enforce any right or remedy which Guarantor has or may hereafter have against Team, and (3) any benefit of, and any right to participate in, (i) any collateral now or hereafter held by Team or (ii) any payment to ARENA, by, or collection by ARENA from Team. Without limiting Guarantor's own defenses and rights hereunder, the Guarantor reserves to itself, all defenses, rights, set-offs, and counterclaims to which Team is or may be entitled arising from or out of the Agreement except as provided in this paragraph 3.

4. **Place of Performance; Attorneys' Fees.** All payments to be made and obligations to be performed hereunder shall be payable or performable where and as required under the Agreement. The prevailing party in any litigation or other similar proceeding relating hereto, including without limitation any enforcement action by suit or through bankruptcy, any judicial proceedings or otherwise, shall be entitled to recover the reasonable attorneys' fees and costs incurred by the prevailing party in such action.

5. **Applicable Law.** This Guaranty shall be governed by and construed in accordance with the laws of the United States of America and the State of Maine, and is intended to be performed in accordance with and as permitted by such laws. Venue for any dispute arising hereunder shall lie exclusively with the federal and state courts having jurisdiction over such matters in Portland, Maine. Wherever possible each provision of this Guaranty shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Guaranty or application thereof shall be prohibited by or be invalid under such law, such provision or application as the case may be shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or other applications or the remaining provisions of this Guaranty.

6. ARENA's Assigns. This Guaranty is intended for and shall inure to the benefit of ARENA and its successors and assigns pursuant to the Agreement. There shall be no third-party beneficiaries of this Guaranty.

7. Subrogation. Notwithstanding anything to the contrary contained herein, upon the irrevocable payment and satisfaction of all Guaranteed Obligations or the irrevocable termination of this Guaranty, Guarantor shall be subrogated to rights of ARENA against Team, and ARENA agrees to take at Guarantor's sole expense such reasonable steps as Guarantor may reasonably request to implement such subrogation.

8. Guarantor's Representations, Warranties and Covenants. Guarantor hereby represents and warrants to, and covenants with, ARENA that:

~~(i) Organization. Guarantor is a limited liability company duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania. Guarantor has all requisite power and authority to enter into this Guaranty.~~

~~(ii)~~(i) Authorization, No Violation. The execution, delivery and performance by Guarantor of this Guaranty has been duly authorized by all necessary action and approved by all necessary persons and will not violate the charter documents of Guarantor or result in the breach of or constitute a default under any loan or credit agreement, or other material agreement to which Guarantor is a party or by which Guarantor or its material assets may be bound or affected.

~~(iii)~~(ii) Litigation. No suit is pending or, to the knowledge of Guarantor, threatened against Guarantor which could have a material adverse effect upon Guarantor's performance under this Guaranty. There are no outstanding judgments, orders or judicial decrees against Guarantor which would have a material adverse effect upon its assets, properties, franchises, or Guarantor's performance under this Guaranty.

~~(iv)~~(iii) No Conflicts. This Guaranty is not prohibited by and does not conflict with any other agreements, instruments, judgments or decrees to which Guarantor is a party or is otherwise subject.

9. Notices. Any notice or demand to Guarantor in connection herewith may be given and shall conclusively be deemed to have been given and received three (3) business days after deposit thereof in writing, in the U.S. Mails, postage pre-paid, return receipt requested, and addressed to Guarantor at the address of Guarantor beside Guarantor's signature below or at such other address as Guarantor shall have furnished to ARENA in writing.

10. Multiple Counterparts. This Guaranty may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

11. Modifications. This Guaranty (including, without limitation, this Section ~~114~~) may not be modified except by a writing signed by a duly authorized officer of Guarantor and the ARENA.

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GUARANTOR: Dexter Paine

Dexter Paine

NOTICE ADDRESS FOR GUARANTOR:

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