

SECOND AMENDMENT TO MANAGEMENT AGREEMENT

This Second Amendment to Management Agreement (“Second Amendment”) is entered into as of January 26, 2025, between Cumberland County (“County”) and Global Spectrum, L.P., d/b/a OVG360 (formerly d/b/a Spectra Venue Management, referred to herein as “OVG”).

WHEREAS, the Cumberland County Recreation Center, d/b/a Cross Insurance Arena and Global Spectrum, L.P., d/b/a Spectra Venue Management, were parties to a certain Management Agreement dated March 9, 2015, as amended by an Amendment dated June 13, 2017 (the “First Amendment” and collectively, as amended, the “Management Agreement”), pursuant to which the Cumberland County Recreation Center engaged Spectra to manage, operate and provide food and beverage service at the Cross Insurance Arena (“Facility”); and

WHEREAS, Portland Hockey, LLC owned the hockey team known as the Maine Mariners and related ECHL franchise rights, and entered into a lease agreement dated June 13, 2017 with the Cross Insurance Arena for the Team’s use of the Facility, as amended by extensions dated January 19, 2021 and February 17, 2022 (collectively the “Lease”); and

WHEREAS, the Cumberland County Recreation Center conveyed its interest in the Cross Insurance Arena, including, but not limited to the Facility, the Lease and the Management Agreement, to Cumberland County, via quitclaim deed dated October 16, 2017 and recorded in the Cumberland County Registry of Deeds in Book 34607, Page 26; and

WHEREAS, Portland Hockey, LLC sold all of its assets, including, but not limited to, the Team to Powerplay, LLC and the County consented to the assignment of the Lease on August 5, 2024; and

WHEREAS, the County and OVG now desire to further amend the Management Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, including to be legally bound, do hereby agree as follows:

1. The parties agree that the Term of the Management Agreement, as amended by the First Amendment, is hereby extended to end on June 30, 2025, provided that OVG shall have the right to further extend the Term on a year-to-year basis for up to eight (8) additional years (each, an "Extension Year"), each Extension Year running from July 1st to June 30th, so long as the Team, or a substitute team in the ECHL or another league that is of equal or better caliber than the ECHL, is utilizing the Facility to play all (subject to permitted exceptions in the lease agreement) of its "home" games. By way of clarification, in the event the Team or such substitute team ceases to utilize the Facility to play all (subject to permitted exceptions in the lease agreement) of its "home" games, the right to extend the Management Agreement beyond June 30, 2025, or any Extension Year, as the case may be, shall automatically cease. To exercise its right to extend the Term for any

Extension Year, OVG shall provide to the County written notice of its intent to extend no later than May 1 immediately prior to such Extension Year.

2. To the extent the Management Agreement is inconsistent with any of the foregoing, the Management Agreement shall be deemed amended hereby. All references to the Management Agreement in the Management Agreement or in any other document referencing the Management Agreement shall be deemed to refer to the Management Agreement as amended hereby. Except for the modifications set forth above, all of the provisions of the Management Agreement shall remain unmodified and in full force and effect.

3. This Second Amendment shall be governed by and construed in accordance with the laws of the State of Maine, without regard to conflicts of law.

IN WITNESS WHEREOF, the parties hereto have duly executed this Second Amendment as of the date first set forth above.

CUMBERLAND COUNTY

GLOBAL SPECTRUM, L.P.

By: _____
Name:
Its:

By: 
Name: Brian Rothenberg
Its: EVP and General Counsel