

ITEM #25(2)

Substitute Exhibit 2
(Second Amended and Restated License Agreement)

ADDITIONAL MATERIAL

REGULAR MEETING

FEBRUARY 11, 2025

SUBMITTED AT THE REQUEST OF

COUNTY ATTORNEY OFFICE

SECOND AMENDED AND RESTATED LICENSE AGREEMENT BY AND AMONG BROWARD COUNTY, FLORIDA PANTHERS HOCKEY CLUB, LTD., AND ARENA OPERATING COMPANY, LTD.

This Second Amended and Restated License Agreement (“License Agreement”), is by and among Broward County, a political subdivision of the State of Florida (“County”), the Florida Panthers Hockey Club, Ltd., a Florida limited partnership (“Team”), and Arena Operating Company, Ltd., a Florida limited partnership (“Operator”) (each a “Party” and collectively referred to as the “Parties”).

RECITALS

A. County is the owner of the Facility and the Project Site, located in Sunrise, Florida, which include the Broward County Civic Arena.

B. On January 12, 2016, the Parties and Sunrise Sports & Entertainment, LLC, a Delaware limited liability company (“SS&E”), entered into the Amended and Restated Operating Agreement by and among Broward County, Arena Operating Company, Ltd., and Florida Panthers Hockey Club, Ltd., and Sunrise Sports & Entertainment, LLC (“Operating Agreement”), for Operator to manage and operate the Facility.

C. Concurrently with the Operating Agreement, the Parties entered into the Amended and Restated License Agreement by and among Broward County, Florida Panthers Hockey Club, Ltd., and Arena Operating Company, Ltd., dated January 12, 2016 (“Amended and Restated License Agreement”), for Team to conduct all its Home Games in the Facility.

D. The Parties and SS&E have agreed to amend and restate the Operating Agreement to clarify, consolidate, and restate their respective rights and obligations to each other concerning the management and operation of the Facility and to extend the term of the Operating Agreement, as set forth in that certain Second Amended and Restated Operating Agreement, of even date herewith, by and among SS&E, Team, Operator, and the County (“Amended Operating Agreement”).

E. In addition, the Parties have agreed to enter into this Second Amended and Restated License Agreement (hereafter, referred herein as the “License Agreement”), which shall replace in its entirety the Amended and Restated License Agreement, extend its term, and update its provisions in accordance with the terms and conditions herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1

DEFINITIONS

Definitions. As used in this License Agreement, capitalized terms shall have the meanings set forth below unless otherwise defined herein; certain other capitalized terms which are not defined herein shall have the meanings provided in the Operating Agreement.

1. "AAA" shall have the meaning set forth in Section 20.1.
2. "Abatement Period" means any period during which the License Term or the time for performance or the satisfaction of a condition is extended as provided by this License Agreement and as defined in the Related Agreements.
3. "Additions and Capital Repairs" shall have the meaning given such terms in the Operating Agreement.
4. "Admissions Tax" means any sales or use tax or taxes, if any, in effect from time to time during the License Term which are imposed by any Governmental Authority on revenue received from the sale or other disposition of Hockey Tickets.
5. "ADR" shall have the meaning set forth in Section 20.1.
6. "Advertising" means all announcements, acknowledgments, banners, signs, showbills, and other audio or visual commercial messages displayed, announced, or otherwise presented in the Facility, including video messages, but excluding Team Advertising and sponsorships (including Sponsor's Signs), or other signs, announcements, acknowledgements, and other audio or visual commercial messages displayed, announced, or otherwise presented in the Facility, including dashboard and other displays, which the Team has the right to market and sell under this License Agreement.
7. "Affiliate" of a specified person means a person who (a) is directly or indirectly controlled by, or under common control with, the specified person; (b) owns directly or indirectly twenty percent (20%) or more of equity securities of the specified person; or (c) is a general partner, officer, director, non-financial institution trustee, or fiduciary of the specified person or of any person described in (a), (b), or (c) is a son, daughter, spouse, parent, sibling, or in-law of the specified person, or a trust established for the benefit thereof.
8. "Amended and Restated License Agreement" shall have the meaning set forth in the Recitals.
9. "Amended and Restated Operating Agreement" shall have the meaning set forth in the Recitals.
10. "Arbitration" shall have the meaning set forth in Section 20.1.

11. "Arena" means the multipurpose, state-of-the-art sports and entertainment arena facility in the City of Sunrise, Broward County, Florida, f/k/a Broward County Civic Arena, as more fully described in the Development Agreement and as set forth in the Program Requirements attached to the Development Agreement.

12. "Arena Management Firm" means any Person selected by Operator or by County pursuant to the Operating Agreement to manage the Arena.

13. "Arena Parking" means the parking spaces (up to a maximum of 7,500 spaces) included within the Project Site as described in the Operating Agreement and the Development Agreement; however, at no time shall the number of parking spaces be less than 5,950 parking spaces available for patron parking during Events.

14. "Base Rent" means the sum of Eight Thousand Six Hundred Dollars (\$8,600.00), plus applicable sales taxes to be paid by the Team for each Home Game played at the Arena during the Hockey Season. The Base Rent shall be adjusted annually in accordance with Section 3.2.

15. "Business Days" or "business days" means any Monday, Tuesday, Wednesday, Thursday, or Friday, excluding County holidays.

16. "Challenge" shall have the meaning set forth in Section 18.4.

17. "Coaches Office" means the "coaches' office" as defined in the Program Requirements.

18. "Commissioner" means the Commissioner of the National Hockey League.

19. "Common Area" means the hallways, corridors, stairways, elevators, public restrooms, restaurants, and other portions of the Project depicted in the Site Plan attached to the Development Agreement.

20. "Communication System" means all audio and visual infrastructure and telecommunication and wi-fi systems designed for communications, internet, radio, and television broadcasting, which systems shall include, but not be limited to, the scoreboards, computer and related technologies, satellite hook-ups, television and loudspeaker systems, acoustical technology and systems, public address system, timers, clocks, message center, video screens, signs, and marquees within or at the Facility, all of which shall be programmed to meet the goals and objectives of Team and in accordance with the specifications of the Team.

21. "Comparable Arena Standard" means the average standard of quality or performance, including construction of the improvements, ordinary wear and tear excepted, fan amenities, and ambiance provided by the following arenas: (1) Nationwide Arena, Columbus, Ohio; (2) Lenovo Center, Raleigh, North Carolina; (3) Amalie Arena, Tampa, Florida; (4) Excel Energy Center, St. Paul, Minnesota; (5) Bridgestone Arena, Nashville, Tennessee; (6) KeyBank Center, Buffalo, New York; and (7) any other sporting and entertainment facilities in the United

States constructed between January 1, 1996, and December 31, 2003, where the primary tenant is a member of the NHL and the facility is not used (other than on an occasional basis) by a member team of the NBA. In the event that any one or more of the arenas hereinabove referenced shall be closed, or shall, as generally reputed within the arena industry, cease to be maintained and operated in accordance with the standards of service and quality generally accepted within the arena industry for first class arenas, then (a) such arena or arenas shall be deleted from the list set forth in the foregoing sentence, and (b) the County, Operator, and Team shall agree upon the substitution of another arena or arenas to replace the deleted arena or arenas, with approximate adjustments to reflect newer building and technology than that possessed by the Arena. In applying the Comparable Arena Standard to construction/design issues and customer service issues, due consideration shall be given to South Florida's unique competitive market conditions, climate, and topography.

22. "Complimentary Tickets" mean any and all Hockey Tickets in an amount consistent with good business practice in the professional sports industry, which are transferred without charge; however, the following types of Complimentary Tickets shall not be considered in determining whether the amount of Complimentary Tickets is consistent with good business practice: Hockey Tickets which are for charitable purposes and credentialed media, Hockey Tickets pursuant to a ticket exchange program by which unused Hockey Tickets for prior Home Games are exchanged for Hockey Tickets to future Home Games, and Hockey Tickets given to Team or NHL players and other personnel as determined by the Team or NHL rules and regulations.

23. "Concession Agreement" means any Agreement between the Operator and Concessionaire(s) for the operation of Concessions at the Facility.

24. "Concession Revenue" means, for all Concessions operated by a Person, the revenues paid to or received by Operator, or paid to or received by another Person at the direction of or for the benefit of Operator (other than the amounts paid to or retained by the Concessionaires under a Concession Agreement with Operator) in connection with the operation of the Concessions at the Facility, without any offsets whatsoever to or from such payments to or receipts by Operator for expenses, overhead, or otherwise, except for applicable sales, excise, or use taxes on such payments or receipts, and less any bad debt, refunds, and enforcement costs. "Concession Revenue" shall mean, for any Concessions operated by Operator alone or in conjunction with others, revenues paid to or received by Operator, or paid to or received by another Person at the direction of or for the benefit of Operator (other than retained by Concessionaires under a Concession Agreement with Operator) in connection with the operation of the Concessions in the Facility by Operator, less the reasonable, ordinary and necessary expenses of operating such Concessions by Operator; provided, however, that to the extent that any Concessions may be operated by Operator in conjunction with others, Operator shall ensure that no item of expense is duplicated and deducted from such revenues more than once in calculating Concession Revenue.

25. "Concessionaire(s)" means any Person, including Operator or Team, operating a Concession.

26. "Concessions" means the business of selling, furnishing, or renting of foods, beverages, apparel, game programs, sporting equipment, goods, novelties, or merchandise (but not including parking) in, at, from, or in connection with the operation of the Facility, whether sold, furnished, or rented from shops, kiosks, or by individual vendors circulating through the Facility, including, without limitation, any restaurant (whether open to the public or restricted to members thereof), club, membership dining room, or other facility therein for sale of food or beverages, and including sales to fill orders for any such items received by any Concessionaire operating a Concession at the Facility by mail, facsimile, or telephone, or other medium of communication.

27. "Consumable Concessions" means items of food, drink, tobacco, and candy products, or other items for consumption which are sold or dispensed at the Facility.

28. "Contract Year" means the twelve (12)-month period commencing July 1 and ending on June 30 of the immediately following year and shall refer to each contract year during the License Term or, following a termination of this License Agreement, any part thereof.

29. "County" means Broward County, a political subdivision of the State of Florida, and any of its administrative departments, divisions and functions, and its successors and assigns.

30. "County Administrator" shall have the meaning set forth in Section 2.2.

31. "County or Operator Default" shall have the meaning set forth in Section 19.3.

32. "County Representative" shall have the meaning set forth in Section 2.2.

33. "Default" or "Defaults" shall have the meaning set forth in Section 19.3.

34. "Development Agreement" means the Development Agreement between the County and the Project Developer, which has been terminated by the parties thereto and the obligations of the parties thereunder released.

35. "Dispute" shall have the meaning set forth in Section 20.1.

36. "Equitable Litigation" shall have the meaning set forth in Section 20.1.

37. "Event(s)" means all revenue or nonrevenue producing sports, entertainment, cultural, civic, and other activities and events which are conducted at the Facility.

38. "Event Staffing" means staffing levels for Events at the Facility, as reasonably determined by Operator, with consideration for the type of Event, anticipated attendance, and other safety and security considerations and consistent with the Comparable Arena Standard. Such staffing shall include, without limitation, ticket takers, ushers, internal and external security,

police, maintenance and clean-up personnel, emergency medical technicians, concierge, restroom attendants, stagehands, sound and lights technical personnel, and box office personnel.

39. "Exhibition Games" means NHL ice hockey games played by Team each Hockey Season prior to the date promulgated by the NHL as the first day of the regular championship season.

40. "Facility" means the Arena and the Project Site, together with all facilities, fixtures, furniture, machinery, and equipment, attachments, and appurtenances now or hereafter attached thereto. "Facility" is sometimes used interchangeably with "Project."

41. "Facility Advertising Agreement" shall have the meaning set forth in Section 7.1.

42. "Facility Operating Expenses" shall have the meaning given such term in the Operating Agreement.

43. "Facility Operating Revenues" shall have the meaning given such term in the Operating Agreement.

44. "Franchise" means and includes membership in and all of the rights, privileges, and powers granted by the NHL to the Team, and its successors and assigns, to operate a team and conduct Home Games as a member of the NHL.

45. "General Seating" means all of the seats at the Facility that are not Premium Seating, including, but not limited to, rinkside/courtside seating or any other type of preferred location seating which is not Premium Seating. The Team will sell "General Seating" for its own account at the prices that Team determines and may include such other benefits for Hockey Ticket purchasers as Team may determine, including, without limitation, membership in the "Panthers Club" or some other club memberships of Team sponsors, season ticket holders, or others. The provision of a club membership or other benefits to a Ticket purchaser does not change seating designated as General Seating to Premium Seating as long as the General Seating is not suite seats or coop suite seats.

46. "Governing League Policies" means all provisions, rules, regulations, by-laws, articles, contracts, and arrangements which, at the time in question, govern the rights, duties, privileges, and obligations of Team as a member of the NHL, including, without limitation, the provisions of the Team's NHL Franchise Agreement, the Constitution and Bylaws of the NHL, and the agreements, rules, regulations, policies, or requirements of the Office of the Commissioner of the National Hockey League, the Commissioner and/or any NHL entity, and the Commissioner's interpretation and application of each of these, all as the same may now exist or may be amended or adopted in the future. Team shall provide a copy of such Governing League Policies to Operator and County and any amendments thereto as and when they become effective.

47. "Governmental Authority" means any federal, state, municipal, or local government, or any department or division thereof, having jurisdiction over the Arena, Operator, Team, or any matter or Person addressed in this License Agreement.

48. "Hockey Event" means any NHL ice hockey game which is played by the Team in the Arena, including regular Home Games, Exhibition Games, Playoff Games, and All-Star Games, and any other in-season, pre-season, or post-season game sanctioned by the NHL, whether or not played by the Team.

49. "Hockey Event Staffing" means the number and quality of Event Staffing necessary in the reasonable opinion of Team for the presentation and staging of a Hockey Event in a manner consistent with the Comparable Arena Standard. Notwithstanding the foregoing, such staffing levels for Hockey Events at the Facility shall be sufficient in number and quality in Operator's reasonable judgment to present the Hockey Event in a safe, efficient, and secure manner.

50. "Hockey Event Staffing Expenses" means the actual, direct expenses (without profit by Operator) incurred by or on behalf of Operator for Hockey Event Staffing during a Hockey Season and paid by the Team to the Operator.

51. "Hockey Season" means the period beginning on the date officially promulgated by the NHL as the first day of training camp and ending on the date on which the last Hockey Event is to be played by Team for such season, including any games played as part of the Stanley Cup Championship Series for such season.

52. "Hockey Ticket" means the ticket or other indicia by which admission to the Facility for the Home Games is permitted and controlled.

53. "Hockey Utility Reimbursable Expenses" means the amount of annual utility expenses incurred in the conduct and operation of Hockey Events at the Facility and paid by the Team to the Operator. Hockey Utility Reimbursable Expenses shall be equal to the product of the actual utility expenses incurred at the Facility during the applicable Contract Year multiplied by a fraction the numerator of which is the number of Hockey Events at the Facility during the applicable Contract Year and the denominator of which is the total number of other Events conducted at the Facility during the applicable Contract Year up to the maximum amount of the Pass Through Expenses Cap.

54. "Home Games" means all ice hockey games which under Governing League Policies are designated as "home games," including any Playoff Games.

55. "Incentive Rent" means an amount to be paid by Team to Operator annually on or before the first day of the second month following the conclusion of each Contract Year during the License Term, equal to the difference between (i) five percent (5%) of the Ticket Receipts for each Home Game played at the Facility during a Hockey Season, and (ii) the sum of Base Rent and Pass Through Expenses up to a maximum of the Pass Through Expenses Cap, paid in the

applicable Contract Year. The amount set forth in clause (i) above shall not accrue or be payable with respect to any Abatement Period.

56. "Initial Term" shall have the meaning set forth in Section 2.7.

57. "Interactive Area" means that amount of useable area in a location mutually acceptable to the Team and the Operator as described in the Program Requirements of the Development Agreement (which Program Requirements shall be approved by Team). The Interactive Area shall be furnished with such equipment as Team and Operator shall determine or shall be subject to a separate Concession Agreement for its operation as an interactive game and arcade area for invitees at Hockey Events. The Concessionaire of the Interactive Area (whether Operator, Team, or a third party) may charge patrons and invitees a separate charge for admission to the Interactive Area, and all such admission revenue shall be Facility Operating Revenue.

58. "License Agreement" means this Second Amended and Restated License Agreement, dated as of the date executed by the last of the Parties hereto, entered into by and among Broward County, the Florida Panthers Hockey Club, Ltd., and Arena Operating Company, Ltd., as may be amended from time to time.

59. "License Commencement Date" means the date on which the License Term began, i.e., September 19, 1998.

60. "License Expiration Date" means the date of the ending of the License Term, i.e., June 30, 2033, unless this License Agreement is extended by the County pursuant to terms in Article 2, in which case the License Expiration Date shall be the last day of the License Term as extended under the then-current term.

61. "License Term" shall have the meaning set forth in Section 2.7.1.

62. "Licensed Premises" means those portions and facilities of the Facility that are reasonably beneficial (or customarily given in NHL team occupied arenas), for the playing of Team's Home Games and Practice Sessions or for any other Permitted Use hereunder and generally consisting of, but not limited to, the Team Spaces, Team Offices, Coaches' Offices, Team Locker Rooms, physical therapy/rehabilitation and medical rooms, a commercial laundry facility, the Interactive Area, Restaurant Area, visiting team locker rooms, official's locker rooms, spectator seats (excluding suites), a predetermined number of secured parking spaces for Team personnel, press lounges, media work rooms, press areas, meeting and conference rooms, a private club/V.I.P. space for use by the Team during the season and for certain pre-season and post-season activities to promote the Team, the Arena floor, staff lounge and spouse's waiting rooms, sponsor's booth, announcer's booth, radio and television broadcast studios, scoreboard and Communications Center control rooms, lighting control areas, medical facilities, and Common Areas of the Arena.

63. "Liens" means encumbrances, security interests, pledges, claims, mechanics', and other liens arising out of work performed, materials furnished, or obligations incurred by the Team in connection with the Facility.

64. "Mediation" shall have the meaning set forth in Section 20.1.

65. "Naming Rights" shall have the meaning given such term in the Operating Agreement.

66. "NBA" shall have the meaning set forth in Section 18.4.4.

67. "Net Operating Income" shall have the meaning given such term in the Operating Agreement.

68. "Neutral" shall have the meaning set forth in Section 20.1.

69. "NHL" means the National Hockey League and any successor or substitute association or other entity of which the Team is a member or joint owner, and which engages in professional ice hockey competition in a manner comparable to the NHL.

70. "Non-Consumable Concessions" means all Concessions items other than Consumable Concessions.

71. "Operating Agreement" means the Second Amended and Restated Operating Agreement by and among the County, the Operator, the Team, and SS&E for the Arena, of even date herewith, as such agreement may be amended from time to time.

72. "Operator" means Arena Operating Company, Ltd., a Florida limited partnership or such other operator of the Facility who is the successor or replacement of the Operator pursuant to the terms of the Operating Agreement.

73. "Operator Representative" shall have the meaning set forth in Section 2.4.

74. "Operator and County Indemnitees" shall have the meaning set forth in Section 15.1.

75. "Operator's Insurance" shall have the meaning set forth in Section 14.2.

76. "Other Hockey Event" shall mean any amateur, national (not involving Team), or international ice hockey game played in the Arena.

77. "Pass Through Expenses" means the Hockey Utility Reimbursable Expenses and the Hockey Event Staffing Expenses.

78. "Pass-Through Expenses Cap" means the limitation on the amount of Pass-Through Expenses that Team shall be required to pay under Section 3.4 hereof. The Pass-Through

Expenses Cap is equal to the difference between five percent (5%) of Ticket Receipts received by Team during the applicable Contract Year, less Base Rent paid to Operator for such Contract Year. In determining the priority of Team's payment of Pass-Through Expenses, Team shall first be obligated to pay all Hockey Utility Reimbursable Expenses and then all Hockey Event Staffing Expenses up to the Pass-Through Expenses Cap amount.

79. "Permitted Uses" shall have the meaning set forth in Section 2.5.

80. "Person" means any individual, trust, estate, partnership, joint venture, limited liability company, corporation, association, or any other legal entity or business enterprise.

81. "Personnel" shall have the meaning set forth in Section 20.20.

82. "Playoff Game" means any professional ice hockey game which is scheduled to be played between NHL teams as part of the competition for the championship of the NHL, or any division thereof, and which, under the Governing League Policies, is classified as a "playoff" game scheduled or permitted to be played in the Arena.

83. "Playoff Period" shall have the meaning set forth in Section 2.6.2.

84. "Practice Session" means a period of time, other than during a Warm-Up Session and a Hockey Event, during which Team shall be permitted to use the ice rink in the Arena to practice ice hockey.

85. "Premium Rate" means the rate of interest equal to two percent (2%) in excess of the rate of interest announced from time to time by the Bank of America, N.A., or by any other bank located in the County and designated by the Team and the County, as the "prime rate" of interest.

86. "Premium Seating" means the executive suite and co-op suite seats at the Facility designated by Team which have exclusive access for its patrons on a separate and exclusive concourse and is or may be serviced by separate catering service and maintenance support. Premium Seating shall not include any of the General Seating.

87. "Premium Seating License" means the form of that certain Premium Seating License Agreement for execution by Premium Seating Licensees and the Operator, and all such forms of agreement as are executed and in effect from time to time.

88. "Premium Seating Licensees" means the licensees which have executed Premium Seating Licenses with the Operator for the use of the Premium Seating.

89. "Program Requirements" shall have the meaning given such term in the Development Agreement.

90. "Project" means the Broward County Civic Arena, a state-of-the-art, multi-purpose sports and entertainment facility, including related parking, and marshaling/loading

areas, designed and constructed to support the occupancy of a professional hockey franchise and other professional sports teams and to host other sporting events, family shows, concerts, and related events. "Project" refers to the Facility during its construction stage; the term "Project" and the term "Facility" may be used interchangeably.

91. "Project Developer" means Arena Development Company, Ltd., a Florida limited partnership which is an Affiliate of the Team.

92. "Project Site" means the land under and surrounding the Arena and the Arena Parking as described in the Development Agreement.

93. "Promotional Hockey Exhibition" means any exhibition of hockey skills or instructions for promotional purposes, but shall not include any Exhibition Games, Practice Session, Warm-Up Session, or Hockey Event.

94. "Public Entity Assignee" means an entity which has, or is intended to have, a class of capital stock registered under the Securities Act of 1933, as amended, that owns or is intended to own the Team's NHL Franchise.

95. "Records" shall have the meaning set forth in Section 11.1.

96. "Related Agreements" means this License Agreement and the Operating Agreement.

97. "Rent" means the aggregate of Base Rent plus Incentive Rent, if any, paid by the Team for the use of the Facility during each Contract Year of the License Term as provided in Article 3.

98. "Request" shall have the meaning set forth in Section 20.1.

99. "Restaurant Area(s)" means that amount of useable area in the Arena or located adjacent to the Arena at the Facility as specifically described and set forth in the Program Requirements, to be used for a dining facility open to patrons of the Facility during Hockey Events and open to the public at other times determined by Operator. The Restaurant Area shall be operated by Team or Operator and the revenue of which shall be Facility Operating Revenue.

100. "Restricted Material" shall have the meaning set forth in Section 11.2.

101. "Revenue Sharing Arrangement" means the obligations of Operator to make distributions to Team and County pursuant to Articles 5 and 20 of the Operating Agreement.

102. "Seat Use Charge" means a Seat Use Charge that Operator may initiate, and Team shall charge and collect in connection with its sales of each Hockey Ticket for Home Games (excluding Hockey Tickets for Premium Seating and excluding Complimentary Tickets). The Operator may initiate, modify, or change the Seat Use Charge upon written notice to Team at least one hundred eighty (180) days prior to the commencement of a Hockey Season. The Seat

Use Charge shall be in addition to, and not in lieu of, Rent, admission charges, and any taxes that may be payable on such Seat Use Charge. Operator may terminate the Seat Use Charge upon thirty (30) days' prior written notice to Team.

103. "Sponsors" means the radio, television, and other sponsors of the Team or the Home Games.

104. "Sponsor Signs" means banners, signs, and other temporary or non-temporary, moveable or non-moveable displays, or audio or video messages, in the Facility which identify the Team or the Sponsors and which may be installed before and removed after each Home Game so as to be visible or transmitted during the Home Games but may be covered or otherwise not visible during other Events at the Facility. At a minimum the Sponsor Signs shall be the exclusive Advertising in the areas exclusively reserved for them in Section 7.2.

105. "SS&E" shall have the meaning set forth in the Recitals.

106. "Subcontractor" means an entity or individual, including subconsultants, providing Services to County through the Team or Operator, regardless of tier.

107. "Sunrise Letter of Agreement" means that certain Letter of Agreement dated as of April 13, 1996, as amended by and among Team, County and the City of Sunrise, Florida.

108. "Taking" or is "Taken" shall have the meaning set forth in Section 16.5.

109. "Team" means the Florida Panthers Hockey Club, Ltd., a Florida limited partnership, its successors and permitted assigns who own the NHL Franchise rights for the Florida Panthers.

110. "Team Box Office" means a separate room and ticket windows in accordance with the Program Requirements approved by Team to be provided by Operator in an area proximate to the main Arena box office which shall have direct access to the exterior of the Arena and shall be designated exclusively for the sale of Hockey Tickets.

111. "Team Concession Revenue" means all Concession Revenue from sales of Non-Consumable Concessions during Hockey Events and sales of Non-Consumable Concessions from the Team Retail Store as more fully described in Article 6.

112. "Team Default" shall have the meaning set forth in Section 19.1.

113. "Team Equipment" means furniture, fixtures, and other moveable equipment placed by the Team in the Facility at its expense, subject to Operator's reasonable approval as to structural and safety concerns.

114. "Team Indemnitees" shall have the meaning set forth in Section 15.2.

115. "Team Locker Room" means the home team dressing room space for use by the Team as a home team locker room and training and health facility as specifically described and set forth in Program Requirements of the Development Agreement (which Program Requirements have been approved by Team).

116. "Team Office Space" means that amount of useable area of office space for the Team's front office (business personnel) operations and such additional office space as Operator and Team shall agree for the Team's back office (coaches, trainers, and Team operational personnel) as specifically described and set forth in the Program Requirements of the Development Agreement (which Program Requirements have been approved by Team). The Team Office Space will be provided to Team in consideration of Team's payment of Base Rent.

117. "Team Parking" shall have the meaning set forth in Section 9.1.

118. "Team Representative" shall have the meaning set forth Section 2.3.

119. "Team Retail Store" means the useable area in an amount not to exceed 10,000 square feet in a location mutually acceptable to the Team and the Operator as described in the Program Requirements of the Development Agreement (which Program Requirements have been approved by Team), to be opened and operated by Team for the sale of Non-Consumable Concessions.

120. "Team Revenue" means revenue belonging solely to the Team as more fully described in Article 4.

121. "Team Spaces" means the Team Locker Room, Team Office Space, Team Retail Store, a Team workout and weight training facility, storage facilities, shower facilities, and Team Box Office in accordance with the Program Requirements.

122. "Ticket Receipts" means the gross amount of money received by the Team from the sale of Hockey Tickets for General Seating, after first deducting therefrom Admission Taxes, Seat Use Charges, and NHL assessments, but no other charges or costs. "Ticket Receipts" do not include the gross amount of money received by the Operator from the issuance of Hockey Tickets for Premium Seating, or any Complimentary Tickets. Any Hockey Ticket sales commissions on a net basis derived by the Team from any form of distribution system or Ticket Agency agreement (whereby another entity sells the Hockey Tickets, such as Ticketmaster), shall be deemed Ticket Receipts. All other Hockey Tickets issued for General Seating at a Home Game shall be deemed to have been sold at their face ticket price or their face Ticket price plus any premium charges associated with upgraded amenities sold as package with such Tickets (less Admissions Taxes, Seat Use Charges, and applicable NHL assessments) and shall be included in Ticket Receipts, albeit Hockey Tickets issued in the ordinary course of business and in the exercise of the Team's reasonable business judgment at a discount shall be included in Ticket Receipts only at the discounted price.

123. "Trade Secret Information" shall have the meaning set forth in Section 11.2.

124. “Warm-Up Session” means the time period immediately prior to a Hockey Event, during which the Team and any team playing against the Team in such Hockey Event are permitted to use the Facility to prepare for such Hockey Event.

ARTICLE 2

GRANT OF LICENSE, TERM, USE OF LICENSED PREMISES

2.1 Grant of Use and License by County. The County hereby irrevocably grants to the Team the license and right to use and occupy the Facility, including but not limited to, the Licensed Premises during the License Term for the Permitted Uses (as defined below) in accordance with and subject to the terms and conditions hereinafter set forth (the “License”). The License granted herein shall be the exclusive grant of use of the Facility by County for the playing and exhibition of Hockey Events and Other Hockey Events at the Facility. During the License Term and pursuant to Section 2.6 of this License Agreement, Team must play all Home Games at the Arena except for Home Games played elsewhere as directed by NHL during NHL special events such as NHL Global Series, NHL Winter Classic, or NHL Stadium Series.

The Team shall have the exclusive right to use the entire Licensed Premises for the Permitted Uses during the entire day (10:00 a.m. to the later of midnight or the conclusion of the Hockey Event) when a Hockey Event is scheduled. Notwithstanding the above, if Operator wishes to schedule another Event at the Facility on the date that a Hockey Event is scheduled, then upon request by Operator, Team, at its reasonable discretion, may waive its exclusive right to use the Licensed Premises on the entirety of such date, provided that Team shall have exclusive use commencing no less than two (2) hours prior to the commencement of the Hockey Event. Additionally, the Team shall have the exclusive right to use and occupy the Team Spaces at all times during the License Term. On days other than when a Hockey Event is scheduled, and subject to scheduling of other Events at the Arena, or when the Arena is not otherwise available, the Team shall have the non-exclusive right to use the Licensed Premises for Practice Sessions, Promotional Hockey Exhibitions, tryouts, scrimmages, publicity, and/or press gatherings, and any other hockey-related activities, provided that Team has provided to Operator forty-eight (48) hours written notice of such use or such shorter notice as may be reasonable under the circumstances.

Notwithstanding anything to the contrary contained herein, Operator shall have possession and control of the Licensed Premises other than the Team Spaces for which Team shall have exclusive possession, and Team acknowledges that Operator and County shall have the right to enter the Team Spaces upon at least one (1) days’ notice to Team except in an emergency when Operator and County may enter as necessary. Neither Operator nor County (i) shall interfere in a material respect with the Permitted Uses; (ii) shall deny or otherwise impede access to the Licensed Premises or the Team Spaces to the Team, its employees, agents, subcontractors, invitees, or guests in a manner that interferes in a material respect with the Permitted Uses; (iii) shall allow any person to enter the Arena during the Home Games or for any

other Hockey Events without a Hockey Ticket; nor (iv) shall allow any other hockey team to use the Facility for any use or purpose without the Team's prior written consent which consent may be withheld at Team's discretion. Team acknowledges County's right to designate an Arena Management Firm pursuant to Section 2.6 of the Operating Agreement.

2.2 County Representative. The Broward County Administrator ("County Administrator"), or the County Administrator's authorized written designee, shall be the County's authorized representative who shall act as liaison and contact person between the County, Team, and Operator in administering and implementing the terms of this License Agreement ("County Representative"). County shall have the right to designate a substitute authorized representative at any time by providing written notice thereof to Team and Operator. The County Representative, or the County Representative's authorized written designee, shall respond to requests for review, consents (as to matters requiring consent), or waivers within ten (10) business days after submittal, failing a written notice of disapproval within such time, the request shall be deemed denied or the consent not given. Notwithstanding the foregoing, the Board shall be required to consent to any amendment to this License Agreement or to any other request for consent that is not related to administration of the terms of this License Agreement. All administrative and ministerial consents required of the County shall be given by the County Representative on behalf of County. In any situation requiring Board approval for consent, the County's failure to provide a written notice of disapproval within thirty (30) days of submittal shall be deemed denied and the consent not given by County. Team, Operator, or any other person dealing with County in connection with this License Agreement, or any matter governed by this License Agreement, may rely and shall be fully protected in relying upon the authority of the County Representative or any such written designee to act for and bind County in any such matter.

2.3 Team Representative. The Chief Executive Officer of the Team or the Chief Executive Officer's authorized written designee shall be the Team's authorized representative who shall act as liaison and contact person between the County, Team, and Operator in all matters concerning this License Agreement ("Team Representative"). Team shall have the right to designate a substitute authorized representative by providing written notice thereof to County and Operator. The Team Representative, or the Team Representative's authorized written designee, shall respond to requests for review, consents, or waivers within ten (10) business days after submittal, failing a written notice of disapproval within such time, the request shall be deemed denied or the consent not given. County, Operator, or any other person dealing with Team in connection with this License Agreement, or any matter governed by this License Agreement, may rely and shall be fully protected in relying upon the authority of the Team Representative or any such written designee to act for and bind Team in any such matter.

2.4 Operator Representative. The Chief Executive Officer of the Operator or the Chief Executive Officer's authorized written designee shall be the Operator's authorized representative who shall act as liaison and contact person between the County, Team, and Operator in all matters concerning this License Agreement ("Operator Representative"). Operator shall have the right to designate a substitute authorized representative by providing written notice thereof to

Team and County. The Operator Representative, or the Operator Representative's written authorized designee, shall respond to requests for review, consents, or waivers within ten (10) business days after submittal, failing a written notice of disapproval, the request shall be deemed denied or the consent not given. Team, County, or any other person dealing with Operator in connection with this License Agreement, or any matter governed by this License Agreement, may rely and shall be fully protected in relying upon the authority of the Operator Representative or any such written designee to act for and bind Operator in any such matter.

2.5 Permitted Uses. Unless otherwise specifically set forth herein, the Team is only permitted to use the Licensed Premises for one or more of the following purposes and uses (the "Permitted Uses"). Team shall be permitted to use the Licensed Premises for the presentation of Hockey Events and any activities related to or consistent with the presentation of Hockey Events, including pre- and post-game events (intermission shows, concerts, or other entertainment), Warm-Up Sessions, Practice Sessions, and Promotional Hockey Exhibitions. Team shall use the Team Spaces for their intended purposes. The Team shall also be permitted to use the Licensed Premises to store Team Equipment and other Team property; to conduct the marketing, advertising, business, and operations of the Team; as administrative space for the Team's employees, officers, coaches, and office personnel; for treatment, rehabilitation, and other medical needs of Team personnel; for use by the print, voice, television, video, and radio media for watching, broadcasting, and reporting on Hockey Events and covering other Team activities; for sales of Hockey Tickets, Sponsor Signs, Non-Consumable Concessions, and for other activities related to Team operations and the production of Team Revenue; for use by NHL designated officials; for Team players' lounges, interactive games, and for any other Team use not inconsistent with the foregoing.

2.6 Scheduling of Hockey Events.

2.6.1 County and Operator acknowledge that the Team shall have first priority with regard to the scheduling of Hockey Events. Each year during the License Term (and in the year prior to the year of the License Commencement Date) at least thirty (30) days prior to the date on which the NHL requires notice of preferred scheduling dates, the Team shall inform Operator of at least fifty-six (56) dates that it wishes to reserve for regular season Home Games and five (5) dates that it wishes to reserve for Exhibition Games for the upcoming Hockey Season and Operator shall reserve such dates and not schedule any other Events at the Facility on such dates. Notwithstanding the foregoing, if at the time the Team provides Operator notice of its preferred dates for Hockey Events, there is a previously scheduled Event, including a County Event, which conflicts with any such date then Operator shall inform Team of such conflict within forty-eight (48) hours of Operator's receipt of the preferred dates and Team shall elect an alternate date or dates and provide such dates to Operator which shall be reserved by Operator. Team may increase the number of preferred scheduling dates as necessary to comply with NHL requirements. Operator shall reserve such dates for Team until the NHL releases the official schedule for such Hockey Season, at which time, the scheduled dates shall be reserved, and the remaining dates shall be released.

2.6.2 Each Hockey Season during the License Term, Operator shall, upon consultation with Team, reserve for Team at least two (2) days per week (spaced not less than one (1) day apart, or more than two (2) days apart) commencing the week following the conclusion of the regular scheduled portion of the Hockey Season and continuing through the conclusion of the NHL's scheduled post-season playoff period ("Playoff Period"). Team shall notify Operator as soon as possible following receipt of the dates of the Playoff Period from the NHL. Operator will not schedule an Event for any date reserved for Playoff Games.

2.6.3 As soon as Team has been mathematically eliminated from participating in the Playoff Games, Operator shall be free to release all reserved dates and may schedule other Events on such dates.

2.6.4 If any Hockey Event shall be postponed, canceled, or rescheduled after Operator has reserved a date therefor or, if the Hockey Season is extended or otherwise altered and no other Event has been previously scheduled for such date(s), Operator shall reserve the date(s) for such Hockey Event requested by Team. If a date requested by Team has been previously scheduled for another Event, then Team may designate an alternate date for such Hockey Events and Operator shall reserve such date(s) for the postponed, canceled, or rescheduled Hockey Event(s).

2.6.5 Subject to general availability and reserved not more than thirty (30) days in advance, the Team shall also have the right to use the Facility for marketing functions for its sponsors, public skating for fans, or for a junior sports league, or other marketing uses that Team may determine provided the Team shall reimburse the direct expenses for such use.

2.7 Term of License.

2.7.1 This License Agreement shall be effective as a contract as of the date hereof, but the Team's right and obligation to use the Facility, Team's duties and obligations hereunder, and therefore the License Term, shall not begin until the License Commencement Date and, subject to termination and extension as herein provided, shall end on June 30, 2033 ("Initial Term"). Following the end of the Initial Term, if County exercises its First Extension Term option and/or its Second Extension Term option under the Operating Agreement (as each term is defined in the Operating Agreement), this License Agreement shall automatically be extended for the same duration as the Operating Agreement's extension. The Initial Term, the First Extension Term (if exercised), and the Second Extend Term (if exercised), are collectively referred to herein as the "License Term." In no event shall the County be required to exercise the First Extension Term option or Second Extension Term option.

2.7.2 Termination of Operating Agreement. Notwithstanding anything to the contrary, it is intended that the expiration of this License Agreement shall be simultaneous with that of the Operating Agreement, therefore, unless sooner terminated pursuant to the terms herein, this License Agreement shall automatically terminate upon the expiration or earlier termination of the Operating Agreement.

2.7.3 Termination Due to Change of Control. Pursuant to Section 3.4 of the Operating Agreement, the County may elect to terminate the Operating Agreement in the event of a Change of Control (as defined in the Operating Agreement). As provided in Section 2.7.3 of this License Agreement, in the event of such termination, this License Agreement shall also be terminated.

2.8 Abatement. If the cause or the effect of an Abatement Period prevents the playing of Hockey Events in the Facility, then during the pendency of such Abatement Period, the Team shall not be required to play the Home Games in the Facility and shall have no obligation to pay Rent or any other sums payable by Team hereunder during the pendency of such Abatement Period. Within thirty (30) days after the commencement of any Abatement Period, the Party claiming the right to abate any obligation hereunder due to the cause of such Abatement Period shall notify the other Party of such claim and upon such notification may commence abating such obligation. If the Party receiving such notice disputes such claim, such dispute shall be submitted to ADR by the disputing Party pursuant to Article 20 within ten (10) days after receipt of such notice.

2.9 Condition of the Licensed Premises. The Team acknowledges that the Arena has been constructed in accordance with the Program Requirements in the Development Agreement in all material respects, which Program Requirements have been attached to this License Agreement. The Arena was constructed as a state-of-the-art, multi-purpose sports and entertainment facility, including related surface parking and marshaling/loading areas, designed and constructed to support the occupancy of a NHL hockey franchise and to host other sporting events, family shows, concerts, and related events. The Arena includes approximately 750,000-850,000 square feet in at least three (3) public concourses, as well as mechanical and service levels and includes appropriate amenities, such as clubs, sports bars, and retail shops among other features. The Arena is equipped with modern technological systems for acoustics; utilities (including wiring all meeting spaces for television broadcast and reception); seating configurations (including adjustable or exchangeable systems designed to perfect the difference in sight lines for hockey and other sports); event transition; food and beverage facilities; live radio and television production and broadcast facilities and equipment; loading/unloading; mechanical systems; lighting; video distribution; ice plant; storage; furnishings; vertical transportation; environmental graphics and signage; video display boards; scoreboards; exterior marquees; advertising displays; sound distribution; and other features designed to provide patron, employee, and tenant conveniences. The Arena includes the following approximate capacities for General Seating and Premium Seating:

18,000	-	19,500 seats for hockey
19,000	-	21,500 seats for other sports
20,000	-	21,500 seats for concerts (assumes seating behind the stage)

The Arena capacities listed above will include Premium Seating.

The Arena includes, without limitation, the following systems. The lighting systems in the arena bowl shall be equipped with a dimming system for simplicity and ease of covering and

uncovering such lighting. The air conditioning and heating systems and air flow patterns have been designed to have minimal effect on the ice surface. The Arena includes the rink floor, boards, and ice surface; bracketless glass systems (Crystaplex or some other substantially similar system satisfactory to Team) surrounding the rink floor, plus replacement glass and systems as reasonably requested; penalty box; directional signs and markings; scorers' tables and chairs; press tables; player benches; dasher boards meeting or surpassing all NHL specifications and including rotating dashers if requested by Team; training rooms (not including equipment), equipment room (not including equipment), storage room, laundry room (not including equipment), whirlpools, players' lounge, spouse's lounge, a VIP room, dressing rooms (equipped with a pool for player rehabilitation), locker room facilities comparable in size and fit out in a manner customary with other modern, state-of-the-art facilities housing NHL teams including a storage space as part of its locker room area, diagnostic imaging room (not including equipment); a cooling system; ice making equipment for the rink surface, consisting of no less than 300 tons of ice plant capacity and all state-of-the-art ice making and water purification systems; a Communication System; radio and television booths adequately equipped and wired; press rooms; two (2) state-of-the-art Zamboni-type ice cleaning and resurfacing machines; and all other equipment and facilities as commonly provided by similar facilities and required for the conduct of the Hockey Events in compliance with NHL requirements and normally accepted NHL procedures in a manner consistent with the Comparable Arena Standard. The Team Locker Room includes adequate electrical connections and capacity for drying Team equipment.

ARTICLE 3

RENT, TEAM LOAN AND TEAM GUARANTEE

3.1 **Rent.** Subject to Abatement as provided in Section 2.8 hereof, in consideration for the Team's license and right to use the Facility as herein provided, the Team shall pay the Base Rent and the Incentive Rent, if any, plus applicable sales taxes thereon to Operator. The Team shall pay the Rent without deduction, offset, prior notice, or demand, regardless of whether the County or Operator is in default hereunder or whether the Operator or County is in default under the Operating Agreement. The Rent payable to the Operator shall be deemed Facility Operating Revenue. All payments of Rent shall be in lawful money of the United States of America in cash or other immediately available funds.

3.2 **Base Rent.** The Team shall, on or before the first day of each month during the Hockey Season, prior to any Home Games being played during the applicable month, and without notice, delay, or the benefit of a grace period, remit the Base Rent. The Base Rent shall be an amount equal to the total number of Home Games scheduled for said month multiplied by Eight Thousand Six Hundred Dollars (\$8,600.00), plus all applicable sales taxes. Beginning on July 1, 2025, and for each Contract Year throughout the License Term, the Base Rent shall increase by three percent (3%) annually. The Base Rent for each Contract Year shall be determined by increasing the prior year's Base Rent by three percent (3%). The Base Rent shall be paid to Operator irrespective of the number of Hockey Tickets issued, sold, or otherwise distributed.

3.3 Seat Use Charge. Upon written notice to the Team at least one hundred eighty (180) days prior to the commencement of a Hockey Season, Operator may initiate, modify, or change the Seat Use Charge. The Team shall collect and deliver to Operator the Seat Use Charge monthly, in arrears, on or before the fifteenth (15th) day of each calendar month in respect of Home Games played at the Facility during the preceding month.

3.4 Pass-Through Expenses. The Team shall pay the Hockey Event Staffing Expenses, up to the Pass-Through Expenses Cap, on or before the fifteenth (15th) day of each calendar month following receipt from Operator of a statement outlining all such Hockey Event Staffing Expenses incurred in respect of Home Games played at the Facility during the preceding month. The Team shall also pay the Hockey Utility Reimbursable Expenses, up to the Pass-Through Expenses Cap, to Operator annually, on or before the first day of the second month following the end of each Contract Year during the License Term. The Team shall only be required to annually pay Operator an amount of Pass-Through Expenses equal to the Pass-Through Expenses Cap. The Pass-Through Expenses payable to Operator by Team shall be the reimbursement of direct costs incurred by Operator.

3.5 Incentive Rent. In recognition of Operator's opportunities to procure and retain personnel with certain economies of scale, Operator shall be entitled to receive, each year during the License Term, Incentive Rent, plus applicable sales taxes, from the Team on or before the first day of the second month following the conclusion of the Contract Year. Incentive Rent shall be calculated using the aggregate Ticket Receipts, Base Rent, and Pass-Through Expenses (up to the Pass-Through Expenses Cap) incurred, paid, or determined by Team during the immediately preceding Contract Year.

3.6 Team Spaces. In consideration of the Team's payment of Base Rent and Incentive Rent, Team shall have the sole right to use and occupy the Team Spaces for the License Term.

ARTICLE 4

TEAM REVENUES, TEAM EXPENSES, AND REVENUE SHARING ARRANGEMENT

4.1 Team Revenues. The Team shall exclusively own and possess all Ticket Receipts, Team Concession Revenues, revenues received in connection with Sponsor Signs, sponsorship receipts, including pay television, television, and radio broadcasting, promotional, and/or Team sponsorship fees, received or collected in connection with the conduct of Hockey Events, revenues from the sale of Non-Consumable Concessions sold during Hockey Events, and other items sold at the Team Retail Store, and all of the distributions to Team of Net Operating Income pursuant to the Revenue Sharing Arrangement.

4.2 The Team Retail Store. The Team Retail Store will be managed and operated by the Team. All revenues from sales of Non-Consumable Concessions in the Team Retail Store shall be sole and exclusive revenue of the Team and shall not be deemed Facility Operating Revenue. The Team Retail Store shall be open at such times as determined solely by the Team and

Operator, but the Team Retail Store may be open at all times that a Hockey Event or any other Event is conducted at the Facility. The Team Retail Store may be designated as the exclusive vendor of certain Team or other sports related Non-Consumable Concession items at the Facility, which items shall be chosen by Team with consultation of Operator.

4.3 Team Expenses. Other than maintenance, custodial, and utility expenses, which shall be a Facility Operating Expense, all expenses related to operation of the Team Office Space and the Team Retail Store, including personnel costs and other costs of the Team's office and retail store operation, shall be borne by the Team and shall not be treated as a Facility Operating Expense. The expenses of operating the Team Retail Store shall be borne solely by the Team from its own resources and the Operator shall have no responsibility for payment for such expenses. All personnel utilized for the Team Retail Store shall be personnel of the Team and not the Operator. Team shall also be responsible for all other operating expenses of the Team (that are not Facility Operating Expenses), including, without limitation, salaries and employment benefits for Team players, employees, contractors, and agents, expenses for insurance that Team is required to maintain pursuant to Article 14.

4.4 Net Operating Income. Operator affirmatively agrees to distribute the Net Operating Income for each Contract Year due to the Team (or to Team's assigns pursuant to Section 12.1 hereof) and to the County pursuant to the Revenue Sharing Arrangement no later than ninety (90) days following the end of such Contract Year.

ARTICLE 5

MANAGEMENT AND CONTROL, MAINTENANCE AND EVENT STAFFING

5.1 Management and Control. The Operator shall be responsible for the safety and security of the Facility at the Hockey Events, including, without limitation, the determination, upon consultation of Team, of security staffing levels and patterns, the inspection and approval of security measures, and the exclusion or ejection of persons or items in the interest of safety or security. The Operator shall provide such security personnel for the Hockey Events both within and outside the Facility as shall be necessary to maintain and ensure public order and safety in and around the Facility, for the successful and interruption-free operation of the Hockey Event, and to protect the parties and the users thereof. The Team shall comply with such reasonable rules governing the security of the Facility as shall be established by the Operator from time to time consistent with NHL requirements and the provisions of this License Agreement. In the conduct of its management and operations of the Facility, Operator shall cooperate with Team to ensure that due consideration is given to Team's customer service goals and for receipt of Team's input on all staffing and customer service matters. Operator shall manage and operate the Facility at all times during Hockey Events in a manner consistent with the Comparable Arena Standard. Operator and County shall procure for Team and for the Facility all of the police, traffic management, fire, paramedic, ambulance, hazardous materials response team, and other services to be provided by the City of Sunrise pursuant to the Sunrise Letter of Agreement.

5.2 Utilities and Maintenance. The County shall cause the Operator to furnish all water, heat, air-conditioning, electricity, gas, telephone, janitorial, and other services and utilities necessary for the operation of the Facility, for the conduct, in comfort, of the Hockey Events, Practice Sessions, and for other related Team uses of the Facility as provided herein and in a manner consistent with Comparable Arena Standard. The electricity for the Facility shall be sufficient to light the Arena with the degree of illumination required for color televising and broadcast of the Hockey Events and shall, at all times, be sufficient, in the Team's reasonable view, to permit the Team to fully enjoy all of the Team's other uses permitted under this License Agreement. Notwithstanding the above, neither Operator nor County shall be responsible for an interruption of utility services that is beyond their control. Operator will provide cleaning services necessary to clean and maintain the Licensed Premises in a manner consistent with the Comparable Arena Standard for all Hockey Events and other Permitted Uses. The County shall cause the Operator to furnish, operate and maintain in good, clean order, condition and repair the Facility and its fixtures, machinery, equipment, improvements, and other components, including, without limitation, all plumbing, heating, air-conditioning, electrical and gas connections and systems; the Communication System; the Common Area; the Premium Seating and all regular seating; the rink floor and the remainder of the Licensed Premises, the Team Spaces, so that the Facility shall be in a condition ready for each Hockey Event, Practice Session, or other related Team use as provided herein in a manner consistent with the Comparable Arena Standard. Neither Team, Operator, nor County shall diminish or eliminate any of the facilities or equipment required for the Hockey Events without the Team's prior written consent other than in replacing furniture, fixtures, and equipment which is damaged or obsolete. In performance of its maintenance duties, the Operator shall make such replacements, repairs, and renovations of the Facility and its equipment (excluding Team Equipment) as is required so that the Facility (including inside the Arena and the outside Arena landscaped areas) shall be in good, clean order, condition and repair in compliance with the Comparable Arena Standard and with NHL and applicable governmental regulations, requirements, and standards, reasonable wear and tear excepted. The Team shall provide the Operator with any changes in the NHL requirements or procedures as adopted. County shall implement the terms of the Sunrise Letter of Agreement and cause the City of Sunrise to provide Team and the Facility with all of the water, sewer, and natural gas utilities referred to in such agreement.

5.3 Condition of Arena on Day of Hockey Events and Practice Sessions. On the day of each Hockey Event, except as provided in Section 2.1 of this License Agreement, Operator shall provide the Licensed Premises in a condition consistent with Comparable Arena Standard for Team's use for the conduct of Hockey Events. Specifically, but not by way of limitation, this obligation includes: the furnishing of the ice playing surface in Comparable Arena Standard condition and meeting all NHL requirements on the day of such Hockey Event for purposes of allowing Team and the visiting teams to conduct Warm-Up Sessions; the furnishing in good operating order, condition, and repair on the day of each Hockey Event in a condition consistent with Comparable Arena Standard of all required goals and backup goals, nets, lines, and striping, dasherboards; protective glass systems, photographers booth(s), time keeper booth(s), player penalty boxes, on-ice officials box, goal judge boxes, goal lights, two (2) Zambonis, adequate signs and markers, team benches, tables and chairs, line marking, complete and effective lighting

system, Communication Systems, phone hookup from each bench on ice level to respective coaches and assistant coaches, radio and television booths, and all other special equipment and facilities then necessary or desirable for the performance of the Hockey Event. Operator shall provide for each Practice Session those facilities and equipment necessary or desirable therefor in accordance with Comparable Arena Standards.

5.4 Staffing for Hockey Events. At its expense, the Team shall employ the players, officials, timers, scorekeepers, scoreboard operators, public address announcer, and other persons directly engaged in the conduct of the Hockey Events. The Operator shall furnish trained employees sufficient for the operation and maintenance of the Facility for the Hockey Events, including an event coordinator, parking lot attendants, plumbers, electricians, carpenters, maintenance crew, and supervisors qualified to operate the Facility and its equipment, which expenses shall be Facility Operating Expenses. The County shall provide in the Operating Agreement that all necessary functions for the staffing and operation of the Facility, its facilities, and equipment, shall be properly performed by the Operator so that the Hockey Events may be conducted with adequate protection of the interests of the Parties and of the public and in a manner consistent with the Comparable Arena Standard. The Operator shall also employ Event Staff (ticket sellers, ticket takers, ushers, first aid attendants, security personnel, janitors, cleaning personnel, and other personnel) in such number and with such qualifications as the Team may require for the conduct of Hockey Events consistent with NHL requirements and procedures and in a manner consistent with the Comparable Arena Standard. In meeting the Comparable Arena Standard, Operator shall consult with Team on all issues relating to staffing levels and composition during Hockey Events and during times of other Team uses of the Facility. Team shall be able to establish reasonable grooming, dressing, and cleanliness standards for Hockey Event Staff and other Operator employees who will have contact with Hockey Ticket holders, Team guests and patrons during Hockey Events. The Team shall have the right to require Operator to implement certain customer service, security, and hospitality training of Hockey Event Staff that meets the Team's goals and in order to meet customer service, security, and hospitality consistent with the Comparable Arena Standard. All Event Staff that Operator is required to provide for Hockey Events pursuant to this Section 5.4, shall be known as Hockey Events Staffing. Team shall reimburse Operator for the Hockey Event Staffing Expenses as provided in Section 3.4 hereof.

5.5 Ice Making. Operator agrees that, upon at least twenty-four (24) hours advance notice, and subject to scheduling of other Events at the Facility, Team may require that Operator remove the existing ice surface at no cost to Team if such surface shall not meet any NHL requirement or any Governing League Policies. In addition, Team may require Operator to remove and replace the ice surface, at no cost to Team, up to three (3) times per Hockey Season, such replacement to occur at Operator's earliest opportunity.

ARTICLE 6

CONCESSIONS

6.1 Operation of Concessions. The Operator itself, or through its Concessionaires, shall diligently operate all Concessions operations at the Facility (except for the Team Retail Store which will be exclusively operated by Team or its designee) in a manner consistent with the Comparable Arena Standard. In order to conduct the sale of Concessions, the Operator shall self-operate the concessions or contract with third-party Concessionaires, provided that the Team shall have the right to approve the parties and terms of any third-party agreements to be entered into by Operator for the conduct of the sale of Concessions. Furthermore, in order to maintain the operation of Concessions in a manner consistent with the Comparable Arena Standard, the Operator shall insure that all employees engaged in the sales of Concessions to Facility patrons shall participate in quarterly customer service training programs (for which the Team shall be able to provide input as to the organization and substance of same), staged by the Operator, a Concessionaire, or third party. Operator agrees that it shall not enter into a Concession Agreement that obligates Operator to sell certain name brand Consumable and Non-Consumable Concession items at the Hockey Events without the prior written approval of Team.

6.2 Consumable Concessions. Subject to the designation of products by the Team as hereafter provided, the Operator shall determine the kind and quality of Consumable Concessions and shall directly employ the sales personnel or contract with third parties for sale of same. The Team and Operator shall designate the menu, name brands, and prices of Consumable Concession products to be sold at the Hockey Events, including the rights for beverage pouring rights, but all such products shall be (a) in compliance with all contracts existing at the time of such product designation among the Operator, its Concessionaires, and the producers or manufacturers of concession products sold at the Facility; and (b) consistent with NHL requirements. Unless otherwise addressed in the Operating Agreement or in this License Agreement, Concession Revenue from the sale of Consumable Concessions shall be Facility Operating Revenues.

6.3 Non-Consumable Concessions.

6.3.1 Designation of Non-Consumable Concessionaires. In the conduct of Non-Consumable Concessions at the Facility, the Operator shall self-operate or contract with a third-party Concessionaire or the Team to operate Non-Consumable Concessions at the Facility for all or some Events (including Hockey Events), in order to provide customer service and quality merchandise acceptable to the Team and consistent with the Comparable Arena Standard. The concession contract will set forth the duties and responsibilities of the Concessionaire applicable to the operation of the Concession.

6.3.2 Team Input. The Team, in consultation with the Operator, shall determine the kind, quality, quantity and pricing of Non-Consumable Concessions to be sold at Hockey Events. The number and size of the fixed locations, in addition to the Team Retail Store, where such products may be sold within the Facility, shall be established by mutual agreement of the

Operator and the Team, consistent with the Comparable Arena Standard. Non-Consumable Concessions products shall be (a) in compliance with all contracts existing at the time of such product designation among the Operator, its Concessionaires, and the producers or manufacturers of Non-Consumable Concessions sold in the Facility; and (b) consistent with NHL requirements.

6.3.3 Non-Consumable Concession Revenue. All Concession Revenues from sales of Non-Consumable Concessions during Hockey Events shall be Team Revenue. All revenues from sales of Non-Consumable Concessions in the Team Retail Store, regardless of when made, shall be Team Revenue, except that revenue from sales of Non-Consumable Concession merchandise received at the Team Retail Store on consignment from the user of the Facility or from the Operator shall be Facility Operating Revenue to the extent provided in the use agreement for such Event or to the extent provided in the consignment agreement.

ARTICLE 7

ADVERTISING

7.1 Marketing, Advertising, Promotion. Operator shall have the exclusive right to post, exhibit, or display any Advertising at the Facility, and the revenue received by Operator in connection with the sale, lease, or license of Advertising shall be Facility Operating Revenue. The marketing, promotion, pricing, and sale of Advertising shall be determined and executed jointly by the Operator and the Team. In recognition of Team as primary user of the Facility, Operator shall enter into a to-be-negotiated joint marketing/advertising agreement (the "Facility Advertising Agreement") with Team to provide Team with significant input and participation in the marketing and promotion of Advertising and in connection with the sale or license of Advertising at the Facility. Operator agrees that it shall not enter into any agreement for the sale or license of Advertising which provides for the grant of exclusive rights for a specific advertising category in the Facility unless Team shall consent to such sale, grant, or license, and unless such sale, grant, or license complies with the provisions of the Facility Advertising Agreement. In the Facility Advertising Agreement, Team and Operator shall agree to a procedure to resolve any potential conflicts which may arise in the sale of Advertising and Sponsor Signs at the Facility. Operator acknowledges that Team has the exclusive right to sell Sponsor Signs, and that Operator may not sell or license any Advertising in locations identified as exclusive areas for Sponsor Signs. Advertising shall not include any advertising or promotional opportunities provided pursuant to NHL league sponsorship agreements and no revenue received by the Team pursuant or attributable to NHL league sponsorships shall be deemed Facility Operating Revenue but shall be Team revenue.

7.2 Sponsor Signs. Team shall have the exclusive right to sell, grant, or license the placement of Sponsor Signs in the following locations (and, except as may be sold by Team, no Advertising shall be located): on the ice hockey playing surface, penalty boxes, dasher boards, player benches, on Team and trainer equipment and visiting team and trainer equipment, in the press room and other media areas, on the rink glass systems, on the Zambonis, on the Hockey

Tickets, on Hockey Event Staff, on the video matrix or electronic score boards (for display or distribution of video or audio messages during Hockey Events), on scoreboard streamers, in Team publications and printed material, on Team blimps that operate inside of the Facility, on the signage provided to the Project by the City of Sunrise pursuant to the Sunrise Letter of Agreement, and on all other marketing venues and opportunities created by Team inside of the Facility (such opportunities may be created by the Team's utilization of new technologies) during Hockey Events. The Team shall control, bear all expenses, and retain all of the revenue from Sponsor Signs. Sponsor Signs shall be of such number, size, material, and finish consistent with the Comparable Arena Standard. At the reasonable request of Operator, Sponsor Signs shall be covered during other Events at the Facility. To the extent provided in the Facility Advertising Agreement, Advertising shall not violate the exclusivity or other restrictions of the Sponsor Signs. Operator shall have no right or obligation to sell Sponsor Signs; however, if Operator, in its sales of Advertising, shall learn of any Person that wishes to purchase a Sponsor Sign, then Operator shall promptly forward such sales opportunity to Team. In the event that Team has not sold or licensed Sponsor Signs on the dashboards during Hockey Events, Team agrees that it shall promptly notify County and make available such unsold dashboard space for tourism promotion and advertising use at user's sole production cost for as long as such dashboard shall remain unsold or unlicensed. All revenue from such sales of Sponsor Signs shall be exclusively Team Revenue.

7.3 Naming Rights. The Team acknowledges that the Operator may sell, license, or grant the right to name some or all of the Facility, including naming Facility concourses, the rink, or any part of the Facility, subject to NHL regulations, and pursuant to the terms of the Operating Agreement. Operator shall be free to sell, license, or grant the Naming Rights on such commercially viable terms and conditions, and at such consideration as Operator and Team shall determine at any time after the date hereof. The consideration to be received in connection with the sale, license, or grant of Naming Rights may include barter or trade consideration, up to a maximum of twenty percent (20%) of the aggregate value of Naming Rights consideration. In any Contract Year, Team shall be entitled to receive fifty percent (50%) of the actual barter consideration received by Operator in respect of the sale, license, or grant of Naming Rights. However, under no circumstance shall such use of barter reduce the revenue recognition by the Operator to the Project, except to the extent attributable to Team Revenues earned in connection with such barter transaction. All of the other revenues (including the remaining barter consideration) attributable to such Naming Rights that accrue either prior to the License Commencement Date or following the License Commencement Date shall be Facility Operating Revenue. Operator shall consult with Team prior to concluding any such sale, license, or grant of Naming Rights in an effort to avoid conflicts with Team sponsors and with licensees of Sponsor Signs and in order to maximize revenues from such sales or licenses of Naming Rights and in order to permit the Team to market Sponsor Signs to the Naming Rights purchaser, licensee, or grantee.

7.4 Team Name, Logo and Schedule. Operator shall prominently display Team's name, logo, and schedule in areas around the Facility. The size, location, and appearance of such displays shall be developed and mutually agreed upon by Team and Operator. In no event shall

display of any other tenant be more prominent in size, appearance, or frequency than that of Team.

7.5 Tourism Promotion Spots/Tag Line. In addition to the Tourism Promotion (as defined in Section 5.6 of the Operating Agreement), Team agrees that during any regular season broadcasts of Team hockey games controlled by Team (exclusive of game broadcasts controlled by NHL and/or by the visiting team), Team shall make available from its unsold inventory, if any, a thirty (30)-second spot during each game for promotion of tourism in Broward County, Florida.

ARTICLE 8

RADIO AND TELEVISION BROADCASTS AND OTHER DISTRIBUTIONS

8.1 Radio and Television Distribution. The Team and/or the NHL shall have the exclusive right to control and to receive the revenue from all radio, television, and other media broadcasts, reproductions, and transmittals of the pictures, descriptions, and accounts of the Hockey Events, and all other activities of the Team, and the visiting teams incidental to Hockey Events, and Other Hockey Events in the Facility permitted by this License Agreement, regardless of the nature of the technology or the medium, and whether distributed locally, nationally, or otherwise. This Section 8.1 shall include, without limitation, cable television, over-the-air pay television, multipoint and multichannel multipoint distribution system television, direct broadcast satellite television, subscription television, direct broadcast satellite television, subscription television, master antenna and satellite antenna television, lower power television, closed circuit television, internet distribution, and any other technology now or hereafter developed. Team will determine the rates charged for radio and television hook-ups by television or radio trucks or other distribution facilities for all Hockey Events at the Facility (which rates may change as frequently as Team may determine and shall be comparable to the rates charged Team at other NHL Arenas). All such hook-up fee revenues shall be Facility Operating Revenue.

8.2 Broadcast Revenues. All revenue attributable to radio and television broadcasts or other distributions of hockey games of the kind described in Section 8.1 shall be Team Revenue and/or NHL revenue.

8.3 Public Areas. Operator shall ensure that the Restaurant Area, Interactive Area, Team Locker Room, private club, and other public meeting areas, as set forth in the Construction Documents attached to the Development Agreement, or as reasonably designated by Team in the Program Requirements, shall be wired or otherwise equipped with radio and television distribution inputs and outputs for receipt and transmission of radio and television distribution.

ARTICLE 9

PARKING

9.1 **Parking**. The Operator shall control, bear all expenses, and collect all revenue from the use of the Arena Parking as Facility Operating Revenue, and shall establish parking charges and collect parking revenue in such manner as the Operator may determine. The County will provide in the Operating Agreement that the Operator shall not rent or otherwise commit the Arena Parking in advance to other uses during the Hockey Events, and that the County shall provide no less than 5,950 parking spaces in the Parking Area at the Facility, which will be available for patron parking at the Facility. In addition, the Operator shall provide the Team, at no charge, with exclusive use of on-site parking spaces in reasonably close proximity to the Arena at all times during the License Term for use by Team employees, players, coaches, and staff (“Team Parking”), in accordance and consistent with the Comparable Arena Standard. In addition, Operator shall also provide Team with non-exclusive use of parking spaces for use by patrons of the Team Retail Store. Such use shall be at no charge to the patron, except that patrons shall be charged customary parking fees during Hockey Events. These parking spaces can be utilized by Team employees and players without charge. The Operator shall designate spaces of Arena Parking as exclusive for the use of Premium Seat Licensees, which spaces shall be located among the closest parking spaces to the Arena. Operator shall implement or cause to be implemented any reasonable Team service, grooming, and dress standards for parking attendants and valet operators.

ARTICLE 10

TICKETS, PREMIUM SEATING

10.1 **Hockey Tickets**. The Team shall control the pricing, the advertising of and on, and the distribution of the Hockey Tickets for the Home Games and shall receive all revenue from the sale of Hockey Tickets for General Seating for the Home Games, issued either directly by the Team or through agencies or other designees authorized by the Team. Team shall be responsible for issuing all Hockey Tickets for Home Games to Premium Seating Licensees without charge other than the fees charged pursuant to any Premium Seating License. Neither the County nor the Operator shall issue Hockey Tickets or authorize anyone else to do so. No person shall be admitted to a Home Game without a valid Hockey Ticket. During Hockey Events, the Arena scorers’ table, ice surface, press room, and other designated media areas shall be under the exclusive control of the Team, which shall issue all credentials for Hockey Events and other Hockey Tickets therefor.

10.2 **Premium Seating**. The Operator and Team shall mutually control the marketing, promotion, pricing, sale, and licensing of Premium Seating at the Facility. Team shall be responsible for issuing all Hockey Tickets for Home Games to Premium Seating Licensees without charge other than the fees charged pursuant to any Premium Seating License. Notwithstanding the above, the Hockey Tickets distributed to Premium Seating Licensees shall be valued for

purposes of applicable sales taxes at no more than the average prices charged for Hockey Tickets for General Seating (except for Playoff Games when Hockey Tickets will be valued at the average Hockey Ticket price for such Playoff Games). All revenues from the sale and licensing of Premium Seating shall be Facility Operating Revenue, and all expenses incurred in connection with the marketing, promotion, sale and licensing of Premium Seating shall be a Facility Operating Expense. The Operator shall provide a separate means of access for Premium Seating Licensees at Hockey Events, which shall be more convenient than the access provided for General Seating, and shall provide such maintenance, services, and support to the Premium Seating areas as is at least consistent with the Comparable Arena Standard.

10.3 Tourism Promotion Ticket Purchase. The Team shall make available for purchase, for tourism promotion in Broward County, Florida, up to fifty (50) General Seating Tickets for each Hockey Event at the Facility, and any Home Game that does not take place at the Facility. If requests have not been exercised to purchase such Tickets at least one (1) week prior to the scheduled date of such Hockey Event, then Team shall have no further obligation to reserve such Tickets and Team shall be free to sell such Tickets.

10.4 Other Home Games. If Team plays any Home Games at a location other than the Facility, Team shall use commercially reasonable efforts to provide that County receives all benefits to which it would have been entitled in the event that the Home Game were played at the Facility, including access to a dedicated County suite and the ability to purchase Tourism Promotion Tickets as stated in Section 10.3.

ARTICLE 11

RECORDS, AUDITS

11.1 Team Records. In addition to the obligations set forth in this Article 11, the Team acknowledges its obligations pursuant to Article 7 of the Operating Agreement. The Team shall keep and maintain full, true and complete books, records, contracts, agreements, documents, financial statements, and accounts (“Records”) of all transactions upon which all Rent and other sums payable hereunder are computed. On the fifteenth (15th) day of each calendar month following a month in which Home Games were played in the Facility, the Team shall provide the Operator with a copy of the official Ticket Receipts statements, or other manifests, provided to the NHL for the Home Games played during the preceding month. Within 120 days after each Hockey Season during the License Term, Operator’s independent auditor shall have reasonable access to necessary records in order to review, certify, and audit the Ticket Receipts (and any other sums collected by the Team on behalf of the Operator) to ensure compliance with the terms of this License Agreement. If the audit report discloses an overpayment or underpayment of Rent, then within fifteen (15) days following the issuance of the audit report, the Team shall pay to the Operator, or the Operator shall refund to the Team, the applicable underpayment or overpayment.

11.2 The County acknowledges that certain Team records or information relating to the use, management, or operation of the Facility examined or obtained hereunder by the County

via the Operator could be considered "Trade Secret Information" pursuant to F.S. 815.045 and that any such Trade Secret Information is proprietary and expressly made confidential and exempt from the public records law. The County acknowledges and agrees that disclosure of any such Trade Secret Information to another person could negatively impact the business interests of Operator and the Team in the marketplace. Accordingly, Team or Operator must submit and conspicuously label as "RESTRICTED MATERIAL – DO NOT PRODUCE" any material (a) that Team or Operator contend constitutes or contains its trade secrets under Chapter 688 or 815.045, Florida Statutes, or (b) for which Team or Operator assert a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In addition, Team or Operator must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to County from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida Statute and specifying the factual basis for each such claim. Upon request by County, Team or Operator must promptly identify the specific applicable statutory section that protects any particular document. County covenants and agrees that at all times during the License Term to the extent permitted by law, County shall (i) hold the Trade Secret Information in confidence and refrain from disclosing the Trade Secret Information or transmitting any Trade Secret Information to any other Person; (ii) use the Trade Secret Information solely in connection with this License Agreement and for no other purpose; and (iii) take all precautions necessary to ensure that Trade Secret Information shall not be, or be permitted to be, shown, copied, or disclosed to third parties (other than consultants retained by, or on behalf of County), without the prior consent of Team or Operator. The Team and Operator empower each other to consent on behalf of the other Party. If a third party submits a request to County for records designated by the Team or Operator as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by the Team or Operator, or the claimed exemption is waived by the Team or Operator. Any failure by the Team or Operator to strictly comply with the requirements of this section shall constitute a waiver of County's obligation to treat the records as Restricted Material. The Operator and Team must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request. The Team and Operator acknowledge and agree that such Restricted Materials may be utilized in litigation between any of the parties and County.

11.3 Facility Records. In addition to the obligations set forth in this Article 11, the Operator acknowledges its obligations pursuant to Article 7 of the Operating Agreement. The Operator shall maintain full, true, and complete Records with respect to the operations of the Facility and the calculation of Net Operating Income in accordance with generally accepted accounting principles and shall keep such Records for three (3) years after the Contract Year to which they pertain. Operator shall timely provide Team with the financial reports required pursuant to and at such times required by Section 7.3 of the Operating Agreement. In accordance with Article 7 of the Operating Agreement, the Operator shall provide the Team a certified audit

of Facility operations for such Contract Year conducted in accordance with generally accepted accounting standards by a nationally recognized accounting firm chosen by Operator. The audit shall be conducted for the benefit of the Parties and the cost of which shall be a Facility Operating Expense. In addition, Operator shall provide Team with copies of all financial reports provided to County pursuant to Article 7 of the Operating Agreement. The Team, or its attorneys or accountants, shall be entitled to inspect the Records of the Facility, at the offices of the Operator at reasonable times upon forty-eight (48) hours' notice. At its expense, the Team may annually conduct an audit of the Records of the Facility. After thirty (30) days' written notice by the Team, Operator shall provide or make available to the Team, all Records requested by Team, to conduct such audit. If either audit reveals an overpayment or underpayment of the Net Operating Income distributed to Team or an underpayment or overpayment of any other amount payable by Operator to County pursuant to the Operating Agreement, then Operator shall either pay or collect from Team or County the underpayment or the overpayment, as the case may be, within thirty (30) days. In the event of a discrepancy between such audits the auditing firms shall reconcile such discrepancy and inform the Parties of their results.

11.4 Public Records. Notwithstanding any other provision in this License Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this License Agreement. If the Team or Operator are acting on behalf of County as stated in Section 119.0701, Florida Statutes, they shall:

11.4.1 Keep and maintain public records required by County to perform the services under this License Agreement;

11.4.2 Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

11.4.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this License Agreement and after completion or termination of this License Agreement if the records are not transferred to County; and

11.4.4 Upon expiration or termination of this License Agreement, transfer to County, at no cost, all public records in possession of Team or Operator or keep and maintain public records required by County to perform the services under this License Agreement. If Team or Operator transfers the records to County, Operator or Team shall destroy any duplicate public records that are exempt or confidential and exempt. If Operator or Team keeps and maintains the public records, Operator or Team shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

11.4.5 If Operator receives a request for public records regarding this License Agreement or the services provided under this License Agreement, Operator or Team must immediately notify the County Representative in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

IF OPERATOR OR TEAM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO TEAM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO LICENSE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-357-7130, FINANCE@BROWARD.ORG, 115 SOUTH ANDREWS AVENUE, RM 513, FORT LAUDERDALE, FLORIDA 33301.

ARTICLE 12

ASSIGNMENT

12.1 Right to Assignment. Except as provided in Section 17.1, the Team shall have the right to assign this License Agreement in connection with the sale of its Franchise (or in connection with the sale of the general partner and/or majority of partnership interests of the Team) in compliance with NHL requirements (the Team shall provide the County and Operator with a copy of the transfer application, at the time it is submitted to the NHL) and shall have the right to assign this License Agreement to a Public Entity Assignee, in compliance with NHL requirements. Any transferee or purchaser of the Team's Franchise or the Public Entity Assignee shall expressly assume all of the obligations of the Team under this License Agreement. The Team shall require the transferee, or the Public Entity Assignee, to execute an Assignment and Assumption Agreement in such form and content as is reasonably acceptable to the County and Operator. Any such transfer shall conform to the terms and restrictions of the Operating Agreement and this License Agreement. Except for the foregoing, the Team shall not assign or transfer its rights or interest in this License Agreement without the prior written consent of County and Operator, which consent may not be unreasonably withheld or delayed, except that Team shall have the right to assign some or all of its share of Net Operating Income to an Affiliate. Upon any transfer pursuant to this Article 12, the transferor shall be released from all of its obligations under this License Agreement, except for accrued and unpaid obligations.

ARTICLE 13

TEAM EQUIPMENT; ADDITIONS AND CAPITAL REPAIRS; ALTERATIONS

13.1 Team Equipment; Additions and Capital Repairs. At its expense, the Team may place such Team Equipment in the home team locker room of the Facility as is necessary for the conduct of the Home Games and the other Permitted Uses to the Team hereunder. The Team Equipment shall be the property of the Team and may be removed at any time the Team is not in default hereunder.

The Team shall not make Additions and Capital Repairs to the Facility with a total cost in excess of \$100,000.00, without the County's prior written consent, such consent not to be unreasonably withheld or delayed. In seeking County's consent, Team shall provide County and Operator with notice, construction plans, and specifications of the Additions and Capital Repairs, as well the schedule of construction in order to avoid conflicts with other Events at the Facility. As a condition to such consent, Operator and County shall have the opportunity to review such plans (provided Operator and County do not unreasonably delay) and may impose such reasonable requirements as it may deem necessary, including, without limitation, the posting of appropriate bonds, prior to the commencement of any such construction. All such Additions and Capital Repairs or changes, including the preparation of plans, specifications, and engineering reports prepared therefor, shall be done at Team's sole cost and expense, shall be done in a good and workmanlike manner, free of all material defects, shall not weaken or impair the structural strength of the Arena, or fundamentally affect the character or suitability of the Arena for use as a hockey arena, shall be in compliance with all applicable laws, orders, regulations, and requirements of all Governmental Authorities and boards of fire underwriters having jurisdiction thereover and shall be done in a manner as to not unreasonably interfere with the operation of the Arena. Upon installation, the Additions and Capital Repairs shall become a part of the Facility and the property of the County. The Team shall keep the Facility free from and shall indemnify the Operator and County with respect to, all Liens incurred or permitted by the Team in installing the Team Equipment or constructing Additions and Capital Repairs. If within sixty (60) days following the filing or other assertion of any such Lien, the Team does not cause such Lien to be released in a manner satisfactory to the County (such as by posting a bond or other acceptable security), the County shall have the right but not the obligation to cause the Lien to be released by any means the County deems proper, including, without limitation, payment of the Lien. All reasonable sums paid and expenses (together with interest thereon from the date incurred until paid at the Premium Rate) incurred by the County in connection therewith, including, without limitation, attorneys' fees and costs, shall be payable by the Team upon demand by the County. Team shall provide Operator and County with a copy of the "as built" construction plans and specifications for such Additions and Capital Repairs.

Notwithstanding the foregoing, Team may make (i) Additions and Capital Repairs with total cost less than \$100,000.00, and (ii) interior, nonstructural alterations, installations, decorations, additions and improvements to the Licensed Premises, including changes to plumbing, fixtures, and to electrical systems, which are minor in nature such as switches, cables, outlets, and fixtures, or other apparatus of like nature, without the consent of Operator or County. All such Additions and Capital Repairs or changes, including the preparation of plans, specifications, and engineering reports prepared therefor, shall be done at Team's sole cost and expense, shall be done in a good and workmanlike manner, free of all material defects, shall not weaken or impair the structural strength of the Arena, or fundamentally affect the character or suitability of the Arena for use as a hockey arena, shall be in compliance with all applicable laws, orders, regulations, and requirements of all Governmental Authorities and boards of fire underwriters having jurisdiction thereover and shall be done in a manner as to not unreasonably interfere with the operation of the Arena. Team shall provide Operator with timely notice of and a schedule of such Additions and Capital Repairs and shall provide Operator and County with a

copy of the “as built” construction plans and specifications for such Additions and Capital Repairs and/or such other changes and a copy of any permits required for such construction.

ARTICLE 14

INSURANCE

14.1 Team Insurance. At its expense, the Team shall procure and maintain during the License Term in full force and effect, the following insurance coverages and limits of such coverages:

14.1.1 Commercial General Liability Insurance. Commercial general liability insurance with a broad form general liability endorsement, which shall provide coverage against claims for personal injury, bodily injury, death, and property damage arising from the Team’s occupancy or use of the Facility and the Licensed Premises, or use by any of the Team’s respective invitees, employees, agents, independent contractors, or any other person acting for the Team or under its control or direction. The policy shall have minimum limits of liability of \$1,000,000 combined single limit each occurrence for injury to one person or damage to property (no aggregate), and \$9,000,000 umbrella coverages (each occurrence). The general liability insurance shall also insure Team’s obligations under Section 15.1 hereof. Such insurance shall be maintained in full force and effect during the License Term. The insurance policy shall name the County, the Operator, and their respective employees, agents, independent contractors or any other person acting for the County or the Operator or under their respective control or direction, as additional insureds.

14.1.2 Property Insurance. Insurance on an “all risk” basis providing coverage against damage and destruction of the Team Equipment and Additions in the amount of the replacement value of such Team Equipment and Additions with customary deductibles and co-insurance, except as otherwise accepted or approved by the County.

14.1.3 Workers’ Compensation and Employer’s Liability Insurance. Workers’ compensation for its employees in accordance with the laws of the State of Florida and employers’ liability insurance, with limits of not less than \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy aggregate.

14.2 Operator’s Insurance. The Operator shall procure and maintain during the License Term, the insurance required by the Operating Agreement (the “Operator’s Insurance”). The Operator Insurance shall insure Operator’s and County’s obligations under Section 15.2 hereof. No amendment of the Operator Agreement shall relieve Operator of its obligations to provide the Operator’s Insurance as set forth in the Operating Agreement on the date hereof.

14.3 Insurance Provisions. All insurance required by this Article 14 shall be by valid and enforceable policies issued by insurance companies rated not lower than A XII in Best’s Rating Guide (most current edition) and authorized to do business in Florida. The policies of insurance required of each Party shall be endorsed: (a) to provide that the coverage shall not be invalid due

to any act or omission of the other Party or the County or their respective agents or employees; (b) to name the County and the other Party as additional insureds; (c) to be primary over any insurance maintained by the other Party or the County, so that such insurance shall respond on a primary basis to claims or incidents arising from the insuring Party's rights, and duties under this License Agreement and the use or occupancy of the Facility and the Licensed Premises; and (d) to provide that the waiver of recovery (subrogation) set forth hereafter shall not invalidate or have any adverse effect on the insuring agreements or liability of the insurer under the policy. The insurance companies issuing such insurance shall agree to notify the other Parties in writing of any cancellation, alteration, or nonrenewal of the policy at least sixty (60) days prior thereto. Within ten (10) days prior to the License Commencement Date and thereafter before a policy period expires, each Party shall deliver to the other Party certificates evidencing the insurance coverage required herein. If either Party fails to obtain the insurance or to deliver a certificate thereof to the other Party as herein required, the other Party shall be entitled but without obligation to obtain the insurance coverage at the defaulting Party's expense. The Operator and the Team shall not be liable one to the other or to any insurance company (by way of subrogation or otherwise) insuring any Party hereto for any loss or damage to property or injury to persons, or any resulting loss of income, or losses under workers' compensation laws and benefits, even though such loss or damage might have been occasioned by the negligence of such Party, or their respective agents or employees, if any such loss or damage is covered (or could have been covered under the insurance policies required to be maintained hereunder) by insurance benefiting the Party suffering such loss or damage; provided, however, that any limitation on the Operator's or the Team's liability pursuant to the preceding sentence shall only be to the extent of available insurance proceeds.

ARTICLE 15

INDEMNIFICATION

15.1 Indemnification of Operator and County. Team shall defend, indemnify, and hold harmless Operator, County, and their respective elected officials or partners (as the case may be), agents, officers, and employees (collectively, "Operator and County Indemnitees") from and against any and all demands, losses, judgments, damages, suits, claims, actions, liabilities, and expenses (including, without limitation, all attorneys' fees and expenses), in law or in equity, of every kind and nature whatsoever, for bodily injury, death, or damage to property, which any Operator and County Indemnitees may suffer or sustain or which may be asserted or instituted against any of the Operator and County Indemnitees resulting from, arising out of, or in connection with (except to the extent caused by Operator or County's gross negligence or willful misconduct with respect to any injury to or death of any individual person, or with respect to damage to or destruction of property) (i) injury to or death of any individual person (including players and other Team employees) or damage to or destruction of property caused by Team's use or occupancy of the Team Spaces, (or any portion thereof), including, without limitation, the conduct or management of its business in the Team Spaces, and the negligence or willful misconduct of Team in connection with the use by Team of the Licensed Premises for Hockey Events, Warm-Up Session, and Practice Sessions, (ii) Team's use of the Team Spaces and/or the

Licensed Premises in violation of this License Agreement; (iii) the breach by Team of any warranty, representation, or covenant made in this License Agreement by Team; (iv) any violation of any copyright, patent, service mark, trade name, or trademark by Team; (v) the sale, disposition, or other exercise of the television or radio broadcasting, or pay television distribution rights; and (vi) the violation of the Governing League Policies by Team.

15.2 Indemnification of Team. Operator and County shall defend, indemnify and hold harmless Team, its agents, directors, partners, the shareholders of the Team's general partner, officers, and employees (collectively, "Team Indemnitees") from and against any and all demands, losses, judgments, damages, suits, claims, actions, liabilities, and expenses, (including, without limitation, all attorneys' fees and expenses) in law or in equity, of every kind and nature whatsoever, for bodily injury, death, or damage to property, which any Team Indemnitees may suffer or sustain, or which may be asserted or instituted against any of the Team Indemnitees, resulting from, arising out of or in connection with (except to the extent caused by Team's gross negligence or willful misconduct with respect to any injury to or death of any individual person, or with respect to damage to or destruction of property) (i) injury to or death of any individual person or damage to or destruction of property arising from County's and Operator's ownership, construction, use, operation, maintenance, or occupancy of the Facility (or any portion thereof), including, without limitation, the conduct or management of any business or activity in any portions of the Facility, except for Team's use or occupancy of the Team Spaces, including the conduct of Team's business in the Team Spaces by Team and/or Team's partners, officers, employees, agents, and independent contractors; (ii) County's and Operator's use or occupancy of the Team Spaces or the Licensed Premises (or any portion thereof or of the Facility) in violation of this License Agreement; (iii) the breach by County or Operator of any its warranties, representations, or covenants made in this License Agreement; (iv) the use or operation of any of the equipment in the Facility; (v) any violation of any copyright, patent, service mark, trade name, or trademark by County or Operator; (vi) any violation of the Governing League Policies by County or Operator; (vii) and in respect of County only, all environmental liabilities arising out of, in connection with, or relating to any environmental condition of the Facility, even if discovered after the License Term expires, unless such environmental condition was caused by Team Indemnitees; (viii) the performance of any labor or services or the furnishing of any materials or other property in respect to the Facility and/or any part thereof except for such services or materials furnished or provided by Team; and (ix) any acts or omissions of any Operator and County Indemnitees. Notwithstanding the above, the Team acknowledges that County's obligations to indemnify shall be limited to the extent of County's insurance and subject to the limitations provided by Florida law.

ARTICLE 16

DAMAGE OR DESTRUCTION, CONDEMNATION

16.1 Operator. If during the License Term, the Facility, the Licensed Premises or any other part of the Arena shall be damaged by fire or other casualty, regardless of the cause,

Operator shall repair and restore the Facility to its previous condition with reasonable dispatch, subject to the receipt of adequate insurance proceeds; and this License Agreement shall continue in effect without reduction in the Rent or diminution of the other obligations of the Team hereunder (except as provided in Section 16.4). All such restoration shall be in accordance with the requirements of the Operating Agreement (the applicable provisions of which as of this date are incorporated herein and no amendment thereof shall be effective hereunder or binding upon the Team without the Team's prior written consent). Operator shall use all reasonable efforts to effect such repairs and/or reconstruction in a manner that will not unreasonably interfere with Team's occupancy but shall not be required to make such repairs and/or reconstruction only during non-business hours.

16.2 Team. In the event of any damage or destruction of the Team Equipment or to the Additions caused by the negligence or willful acts of the Team, its employees or agents, this License Agreement shall continue in effect without any diminution of the obligations of the Team hereunder and the Team may elect whether not to replace or restore such damage or destruction. The Team waives the right to terminate this License Agreement or to discontinue the payment of Rent as the result of any damage or destruction of the Team Equipment, Additions or of the Facility.

16.3 County and Operator. In the event of any damage or destruction of the Team Equipment or the Additions caused by the negligence or willful acts of the County or Operator, or its employees or agents, the County and Operator promptly shall repair such damage or destruction or replace the damaged or destroyed Team Equipment or Additions and this License Agreement shall continue in effect without reduction in the Rent or diminution of the other obligations of the Team hereunder.

16.4 Fees Abatement. If the damage, Taking or the restoration process described in Sections 16.1 and 16.5 causes the Arena Parking to be inadequate or the Arena, the Licensed Premises or the Facility to fail to meet governmental or NHL requirements and as a result prevents or materially interferes with the playing of the Home Games in the Facility, then until the Facility has been restored as described in Section 16.1, the Team shall not be required to play the Home Games in the Facility and the Team shall have no obligation to pay Operator the Rent.

16.5 Condemnation. If all or part of the Facility is taken by right of eminent domain, with or without litigation, or transferred in lieu of or under threat of such action (collectively, a "Taking" or is "Taken"), the County promptly shall restore the Facility as provided in the Operating Agreement (the applicable provisions of which as of this date are incorporated herein and no amendment thereof shall be effective hereunder or binding upon the Team without the Team's prior written consent) and this License Agreement shall continue in effect without reduction in the Rent (except as provided in Section 16.4). All restoration shall be in accordance with the requirements of the Operating Agreement. Notwithstanding the foregoing, if pursuant to the Operating Agreement, the County fails to restore, or if the County elects to restore but fails to commit or to complete restoration within the times required by the Operating Agreement, then the Team shall be deemed a third-party beneficiary of the Operating Agreement and the

Team may enforce County's obligations to restore the Facility or, at Team's election, this License Agreement may be terminated by the Team as provided in the Operating Agreement. If this License is so terminated, the Team shall not be entitled to the rebate of any Rent or the reimbursement of any other prior payments made, or expenses incurred hereunder or in connection herewith which relate to the period prior to the Taking. Upon payment of all sums then owing hereunder by either Party to the other, the Parties shall be released from all future liability hereunder but neither Party shall be released from any liability that has accrued on or before the date of such termination. Notwithstanding the foregoing or any provision of the Operating Agreement, the County covenants, warrants, represents, and agrees that it shall not at any time during the License Term initiate, engage in, undertake, attempt or pursue either singly or in combinations with any other Governmental Authority a condemnation proceeding by right of eminent domain of any portion of the Facility, the Arena or the Licensed Premises.

ARTICLE 17

COVENANTS

17.1 Use Covenant; Non-Relocation. As additional consideration for the County's willingness to execute and deliver this License Agreement, the Team specifically covenants and agrees that from the License Commencement Date and continuing until the License Expiration Date, the Team shall play its Home Games only at the Facility and shall not play any of its Home Games at any other location except for Home Games played elsewhere as directed by NHL during NHL special events such as NHL Global Series, NHL Winter Classic, or NHL Stadium Series. Team shall also be deemed to violate this Non-Relocation Covenant if Team shall execute a binding and enforceable contract to play its Home Games at another location except as otherwise permitted in the foregoing sentence.

All obligations of the Team to play its Home Games at the Facility pursuant to this Section 17.1 shall be suspended during any Abatement Period, the cause of which prevents the playing of Hockey Events in the Facility and/or prevents the attendance by the public at such games.

17.2 No Interference. The County, the Operator, and the Team shall not interfere, and shall not permit interference in the operation of the Facility which causes the Facility to be unavailable for uses permitted by the Operating Agreement or this License Agreement. In the event of a dispute regarding the unavailability of the Facility, such dispute shall be submitted to ADR; provided, however, that neither the requirement to utilize nor the pendency of ADR shall in any way preclude or limit each Party's opportunity to seek any interim equitable remedy appropriate to the circumstances.

17.3 Negative Pledge. Except as specifically provided hereunder, the Team hereby pledges to the County and the Operator not to play any of the Team's Home Games at any location other than the Facility.

17.4 Specific Performance. Notwithstanding any of the foregoing, Team acknowledges that the Hockey Games played by the Team are unique and played with particular skill such that there is no substitute therefor. Based on the foregoing, the Team acknowledges that the damages suffered by the County for a breach of any of the covenants in Sections 17.1 and 17.3 cannot be estimated with any degree of certainty and that the monetary damages cannot fairly and adequately compensate the County for a breach of said covenants; therefore, the Team agrees that the County shall have the right, in addition to any other applicable rights or remedies, to compel the Team to comply with the aforesaid covenants by appropriate specific performance, injunctive or equitable proceedings. The Team agrees to be subject to the jurisdiction of any competent Federal or State court of equity located in Broward County, Florida.

Additionally, any provision of law or this License Agreement to the contrary notwithstanding, the Parties acknowledge and agree that if the County, the Operator or the Team were to fail to observe or to perform any of the material provisions in this License Agreement, including, without limitation, Section 17.2 above, the award of damages arising from such breach would not be an adequate remedy, in that the subject matter of this License Agreement is unique, and the breach of such obligations create irreparable harm incapable of calculation by monetary damages. Therefore, the Parties acknowledge and agree that each Party has the absolute right to specific performance, any other injunctive relief, or any other Court order to enforce the covenants and obligations undertaken under this License Agreement; and notwithstanding any other provision in this License Agreement or any Related Agreement, no cure period provided for in this License Agreement or any Related Agreement shall be a condition to the right to obtain such specific performance, other injunctive relief or any court order enforcing performance of the provisions of Section 17.2.

The Team, the County, and the Operator hereby waive any and all requirements that the other Parties post any security or collateral which may be otherwise required or stipulated as a condition for such Party to obtain specific performance injunctive or equitable relief.

17.5 Maintenance of NHL Franchise. Team shall maintain, preserve and protect in full force and effect all rights, privileges and franchises necessary for it to play NHL hockey games at the Arena in accordance with the terms and conditions of this License Agreement. Team shall not intentionally permit or cause to occur any event that results in the transfer of their NHL franchise or any of the Team's home games that are required hereunder to be played in the Arena to any other city or location, or voluntarily do or fail to do anything which will cause their right to play major league professional hockey in the Arena to be lost, impaired or transferred to any other city or location. Team Owner shall not relocate, and not permit the relocation of, the Franchise outside of Broward County, Florida.

ARTICLE 18

REPRESENTATIONS, WARRANTIES, AND COVENANTS

18.1 Team's Representations, Warranties and Covenants.

18.1.1 Organization. The Team is a limited partnership duly organized and validly existing under the laws of the State of Florida; and Team has all requisite power and authority to enter into this License Agreement.

18.1.2 Authorization; No Violation. The execution, delivery, and performance by the Team of this License Agreement have been duly authorized by all necessary action and will not violate its partnership agreement, the NHL Constitution or bylaws or any written rule, regulation or policy of the NHL, or result in the breach of or constitute a default under any loan or credit agreement, or other material agreement to which the Team is a Party or by which the Team or its material assets may be bound or affected; this License Agreement has been duly executed and delivered by the Team and this License Agreement and the documents referred to herein constitute valid and binding obligations of the Team.

18.1.3 Litigation. No suit is pending against or affects the Team which could have a material adverse effect upon the Team's performance under this License Agreement or the financial condition or business of the Team. There are no outstanding judgments against the Team which would have a material adverse effect upon its assets, properties, or franchises.

18.1.4 No Conflicts. This License Agreement is not prohibited by and does not conflict with any other agreements, instruments, judgments, or decrees to which the Team is a Party or is otherwise subject.

18.1.5 No Violation of Laws. The Team has received no notice as of the date of this License Agreement asserting any noncompliance in any material respect by the Team with applicable statutes, rules, and regulations of the United States of America, the State of Florida, or of any other state, municipality, or agency having jurisdiction over and with respect to the transactions contemplated in and by this License Agreement; and the Team is not in default with respect to any judgment, order, injunction, or decree of any court, administrative agency, or other governmental authority which is in any respect material to the transactions contemplated hereby.

18.2 Operator's Representations, Warranties, and Covenants.

18.2.1 Organization. The Operator is a limited partnership duly organized and validly existing under the laws of the State of Florida; Operator has all requisite power and authority to enter into this License Agreement, and to grant the License to Team as provided herein.

18.2.2 Authorization; No Violation. The execution, delivery and performance by the Operator of this License Agreement have been duly authorized by all necessary action and will not violate its partnership agreement, or result in the breach of or constitute a default under any loan or credit agreement, or other material agreement to which the Operator is a Party or by which the Operator or its material assets may be bound or affected; this License Agreement has been duly executed and delivered by the Operator and this License Agreement and the documents referred to herein constitute valid and binding obligations of the Operator.

18.2.3 Litigation. No suit is pending against or affects the Operator which could have a material adverse effect upon the Operator's performance under this License Agreement or the financial condition or business of the Operator. There are no outstanding judgments against the Operator which would have a material adverse effect upon its assets or properties.

18.2.4 No Conflicts. This License Agreement is not prohibited by and does not conflict with any other agreements, instruments, judgments or decrees to which the Operator is a Party or is otherwise subject.

18.2.5 No Violation of Laws. The Operator has received no notice as of the date of this License Agreement asserting any noncompliance in any material respect by the Operator with applicable statutes, rules and regulations of the United States of America, the State of Florida, or of any other state or municipality or agency having jurisdiction over and with respect to the transactions contemplated in and by this License Agreement; and the Operator is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency, or other governmental authority which is in any respect material to the transactions contemplated hereby.

18.3 County's Representations, Warranties, and Covenants.

18.3.1 Organization. The County is a public body corporation and politic and a political subdivision of the State of Florida and it has all requisite power and authority to enter into this License Agreement.

18.3.2 Authorization, Enforceability. The execution, delivery and performance by the County of this License Agreement are within the power of the County and have been duly authorized by all necessary action and will not violate its charter or result in the breach of any material agreement to which the County is a party; this License Agreement has been duly executed and delivered by the County and this License Agreement and the documents referred to herein constitute valid and binding obligations of the County.

18.3.3 Litigation. No suit is pending against or affects the County which could have a material adverse effect upon the County's performance under this License Agreement.

18.3.4 No Conflicts. This License Agreement is not prohibited by and does not conflict with any other agreements, instruments, judgments, or decrees to which the County is a party or is otherwise subject.

18.3.5 Non-Competition. The County reasserts, reconfirms, and incorporates herein its covenants and agreements regarding non-competition set forth in the Operating Agreement, and all subdivisions thereof, and agrees that such covenants shall inure to the benefit of Team in the same manner and to the same extent as if made directly to and for the Team as well as the Operator.

18.3.6 No Violation of Laws. The County has received no notice as of the date of this License Agreement asserting any noncompliance in any material respect by the County with applicable statutes, rules and regulations of the United States of America, the State of Florida or any agency having jurisdiction over and with respect to the transactions contemplated in and by this License Agreement; and the County is not in default with respect to any judgment, order, injunction, or decree of any court, administrative agency, or other governmental authority which is in any respect material to the transactions contemplated hereby.

18.4 Mutual Covenants.

18.4.1 Additional Documents and Approval. The County, the Operator, and the Team shall, whenever and as often as each shall be reasonably requested to do so by the other Parties, execute or cause to be executed any further documents, including such reasonable documents or reasonable changes in documents, take any further actions and grant any further approvals as may be necessary or expedient in order to consummate the transactions provided for herein, and to carry out the purpose and intent of this License Agreement and each of the Related Agreements.

18.4.2 Good Faith. In exercising its rights and fulfilling its obligations under this License Agreement and each of the Related Agreements, the County, the Operator, and the Team shall act in good faith. Each Party acknowledges that this License Agreement and all Related Agreements contemplate cooperation between the Team, the Operator, and the County. Each Party further acknowledges that the terms and conditions of this License Agreement and the Related Agreements have been negotiated on the basis of certain projections and assumptions, including the assumption that the County, the Operator, and the Team will, among other purposes, act to advance, and not unreasonably interfere with, the public purposes to be served by the Facility, including the use of the Facility as a sports facility and, subject to the License, the terms and prior uses granted herein and the terms of the Operating Agreement, as a convention center, concert hall, and arena, as contemplated under the applicable provisions of Section 196.012(6), Florida Statutes.

18.4.3 Cooperation. The County, the Operator and the Team agree to contest any challenge to the validity, authorization and enforceability of this License Agreement ("Challenge"), whether asserted by a taxpayer or any Person. The County, the Operator and the Team shall strive in good faith to defend any such Challenge. If the Challenge occurs during the construction and development period of the Development Agreement, one half of the costs of contesting the Challenge shall be paid by the Team, upon written notice and demand for payment from the County itemizing such costs; the remaining one half of the costs shall be borne by the County. If the Challenge occurs after the License Commencement Date, the costs of contesting the Challenge shall be treated as a Facility Operating Expense and shall be payable from Facility Operating Revenue. However, if the nature of any Challenge (whether prior to or following the License Commencement Date) is to the effect that the County has acted improperly or unlawfully in executing this License Agreement, then the County shall pay all of the costs incurred by the Parties in contesting this Challenge. The County, the Operator and the Team each shall take all

ministerial actions and proceedings necessary or appropriate to remedy any apparent invalidity, lack or defect in authorization, or illegality, or to cure any other defect, which has been asserted or threatened.

18.4.4 NBA Team Tenant. The Parties agree that in the event that a member club of the National Basketball Association (“NBA”) determines at some time after the date of this License Agreement that it wishes to become a tenant or licensee of the Facility then the Parties hereto agree that they shall negotiate an amendment to certain terms of this License Agreement in a manner that will permit such prospective tenant or licensee to use the Arena and the Facility as its “home” facility. County shall participate in any such negotiating of a license agreement with an NBA team and shall be the party executing the license agreement. Notwithstanding the foregoing, the lease or license for such NBA team need not be on the same economic terms as Team has under this License Agreement. Team shall continue to enjoy all of its benefits hereunder as “primary tenant,” including but not limited to its Hockey Event scheduling priority, its exclusive rights to possess the Team Areas and its rights concerning Concessions, Marketing, Advertising, and Parking.

18.5 Mutual Cooperation. If at any time the County issues any debt pursuant to Section 8.2 of the Operating Agreement, the Team and Operator covenant and agree to reasonably cooperate in good faith to facilitate the issuance of such debt and, if required, to amend this License Agreement as necessary to the extent mutually agreed.

ARTICLE 19

DEFAULT AND REMEDIES

19.1 Team Default. If (a) the Team fails to pay when due the Rent and any other sums payable to the Operator hereunder and such failure is not cured within ten (10) days after receipt of written notice from the Operator; (b) the Team violates the provisions of Article 17; or (c) the Team fails to observe or perform any of the other material provisions hereof and such failure is not cured within thirty (30) days after receipt of written notice from the Operator (or such longer period as is necessary for the Team to cure the failure within a reasonable time in the exercise of due diligence), then in any of such events, the Team shall be in default hereof (each, a “Team Default”). In respect of the matters recited in subsections (b) and (c) in this section, Team shall receive notice of, and shall cure such failure or violation within ten (10) days. In the event of a Team Default, at its option, subject to the requirement to comply with Article 20, where applicable, the Operator may: (i) recover all damages and losses provided by law or equity (except for consequential damages); or (ii) exercise any other right or remedy at law or in equity including the right of specific performance; however, the County and Operator hereby waive any right they may have to terminate this License Agreement upon a Team Default. In addition, the Operator shall have the right, but not the obligation, to render the performance required to cure a Team Default by the Team and to charge the Team with all reasonable costs, expenses, and reasonable attorneys’ fees (including attorneys’ fees at trial and appellate level) incurred in connection therewith together with interest thereon from the date incurred until paid at the Premium Rate.

Subject to the requirement to comply with Article 20, no remedy conferred herein upon the Operator shall be considered exclusive of any other remedy but shall be cumulative and in addition to all other lawful remedies. Article 20 shall not be applicable to the payment and performance obligations of the Team in subsections (a) through (c) above or to the rights of specific performance under Article 17. Notwithstanding the above, no Party under this License Agreement shall be liable to any other Party for consequential damages.

19.2 Team Bankruptcy or Attachment. Upon the occurrence of a Bankruptcy Event as defined in the Operating Agreement, the County may exercise its rights under Article 20 of the Operating Agreement. In addition to the other remedies for default authorized herein or by law, the Operator shall be entitled to the appointment of a receiver for the assets of the Team.

19.3 County or Operator Default. If (a) the County or Operator shall fail to observe or perform any of their respective duties and obligations under this License Agreement and such failure is not cured within thirty (30) days after notice by the Team to the County or the Operator, as the case may be, (or such longer period as is necessary for the County or Operator to cure the failure within a reasonable time in the exercise of due diligence), then in any such event (each, a “County or Operator Default”, together with Team Defaults, “Defaults” and each, a “Default”), following resort to the procedures set forth in Article 20, where applicable, the Team may: (i) recover all damages and losses at law or in equity; (ii) exercise any other right or remedy at law or in equity including the right of specific performance; however, the Team hereby waives any right it may have to terminate this License Agreement upon a County or Operator Default (except as provided in Section 16.5); or (iii) effect a cure on the County’s or Operator’s behalf and all reasonable costs and expenses so incurred by the Team together with interest at the Premium Rate shall be due and payable by the County or Operator, as the case may be, on demand by the Team. Subject to the requirement to comply with Article 20 no remedy conferred herein upon the Team shall be considered exclusive of any other remedy but shall be cumulative and in addition all other lawful remedies.

19.4 Remedies are Cumulative. In the event of any breach by any Party of any of the covenants, agreements, terms, or conditions contained in this License Agreement, in addition to any and all other rights provided herein and except as otherwise waived herein, the each Party shall be entitled to invoke any right and remedy allowed at law or in equity or by statute or otherwise for such breach as though other remedies were not provided for in this License Agreement.

19.5 Termination Waiver. Notwithstanding and prevailing over any contrary provision hereof, it is intended that this License Agreement shall not be subject to termination (except as provided in Sections 2.7 and 16.5 of this License Agreement or in Article 3 of the Operating Agreement) whether because of a Default or otherwise. As to all other events and circumstances, each of Party waives its right to terminate this License Agreement albeit each Party shall have the other rights and remedies set forth in this License Agreement.

ARTICLE 20

DISPUTE RESOLUTION

20.1 Dispute Resolution. In the event of any default, breach, or other dispute between any of the Parties in connection with this License Agreement (collectively, the “Dispute”), other than a breach by the Team of its respective covenants in Section 17.1 and Section 17.2 to which this dispute resolution procedure is not applicable, the Parties shall comply with the following procedures (all of which shall collectively be referred to as “ADR”): Within seven (7) Business Days after written request (the “Request”) by either Party, the Parties promptly shall hold an initial meeting to attempt in good faith to negotiate a settlement of the Dispute. No Request concerning a Dispute may be made at any time after two (2) years following the occurrence of the event giving rise to the Dispute. If within ten (10) days after the Request, the Parties have not negotiated a settlement of the Dispute, the Parties jointly shall appoint a mutually acceptable neutral person who is not affiliated with any of the Parties or the County (the “Neutral”). If the Parties are unable to agree upon the appointment of the Neutral within fourteen (14) days after the Request, either Party may request the American Arbitration Association or its successor (“AAA”) to select the Neutral or may cause both Parties to submit to any procedures of AAA to select the Neutral, including, without limitation, the selection of AAA as the Neutral. In order to resolve the Dispute, the Parties shall develop a non-binding alternative dispute resolution procedure such as mediation or facilitation (the “Mediation”) with the assistance of the Neutral. The Neutral shall make the decision as to how, when and where the Mediation will be conducted if the Parties have been unable to agree on such matters by the earlier of seven (7) Business Days after the appointment of the Neutral or twenty-one (21) days after the Request. The Parties shall participate in good faith in the Mediation to its conclusion. If the Parties resolve their Dispute through their own negotiations or in the Mediation, the resolution shall be reduced to the form of a written settlement agreement which shall be binding upon the parties thereto and shall preclude any litigation with respect to such Dispute. If the Parties have not resolved the Dispute through the Mediation within sixty (60) days after the Request, then at any time thereafter and prior to resolution of the Dispute by the Mediation, upon written demand by either Party, the Mediation shall cease and the Dispute shall be submitted to arbitration (the “Arbitration”) for resolution by an arbitrator or a panel of arbitrators whose number shall be determined and who shall be selected and shall conduct the Arbitration in accordance with the rules of AAA. If the Arbitration results in a determination by the arbitrator(s) that a Default has occurred, the provisions of this Article 20, shall govern the damages and other remedies as limited by the provisions of this License Agreement which may be implemented or ordered by the arbitrator(s). Neither the requirement to utilize nor the pendency of any ADR procedures shall in any way invalidate any notices or extend any cure periods applicable to a Default. Except as expressly provided to the contrary in this Article 20, Article 17, or elsewhere herein, these ADR procedures require that the Parties use these ADR procedures exclusively rather than litigation as a means of resolving their disputes hereunder or to determine the consequences of a Default and the implementation of the remedies therefor. Notwithstanding any other provision of this Article 20 to the contrary, in the event either Party may wish to seek interim relief, whether affirmative or prohibitive, in the form of a temporary restraining order or preliminary injunction or other

interim equitable relief concerning a Dispute, including, without limitation, declaratory relief, provisional remedies, special action relief, stay proceedings in connection with special action relief, and any similar relief of an interim nature, either before beginning the ADR procedures or at any point in the ADR procedures concerning such Dispute, such Party may initiate the appropriate litigation to obtain such relief (“Equitable Litigation”). Nothing herein shall be construed to suspend or terminate the obligation of any Party promptly to proceed with the ADR procedures to completion while such litigation and any appeal therefrom is pending. Notwithstanding any contrary provisions of the Florida Rules of Civil Procedure or Rule 65(a)(2) of the Federal Rules of Civil Procedure as either rule currently exists or may be amended, the Parties agree there shall be no consolidation of any hearing for preliminary injunction in the Equitable Litigation with a trial of an action for permanent injunction on the same matter. Regardless of whether such interim relief is granted or denied or such Equitable Litigation is pending or any appeal is taken from the grant or denial of such relief, at all times the Parties shall diligently proceed to complete the ADR procedures, except as provided in Article 17. Any interim or appellate relief granted in such Equitable Litigation shall remain in effect until, and only until, the ADR procedures concerning the Dispute that is the subject of such Equitable Litigation result in a settlement agreement or the issuance of an Arbitration award. Such written settlement agreement or award shall be the final determination on the merits of the Dispute (including but not limited to any equitable relief and monetary damages but excluding any award of attorneys’ fees in the Equitable Litigation), shall supersede and nullify any decision in the Equitable Litigation on such merits and shall preclude any subsequent litigation on such merits, notwithstanding any determination to the contrary in connection with any Equitable Litigation granting or denying interim relief or any appeal therefrom. The Parties agree that any Disputes which arise out of such a written settlement agreement or award during the term of this License Agreement shall be resolved exclusively by the procedures set forth in this Article 20, provided that either Party may institute legal proceedings in a court of competent jurisdiction to enforce judgment upon an Arbitration award in accordance with applicable law. The fees and costs of the Neutral and AAA in the Mediation shall be borne equally by the Parties to such mediation; provided, however, that the prevailing Party in Arbitration shall be entitled to recover from the other Party’s own assets, and not from Facility Operating Revenue, in addition to any other remedy, reimbursement for any costs of such proceeding, reasonable attorneys’ fees, reasonable costs of investigation and any other expenses incurred in connection with the Arbitration or the Mediation. Any such recovered costs and expenses in such Arbitration shall not be included as Facility Operating Expenses or paid from Facility Operating Revenue.

ARTICLE 21

MISCELLANEOUS

21.1 Ad Valorem Tax Imposition. It is acknowledged by the Parties that the Parties have based their projections and assumptions as to sharing of Net Operating Income, described herein, on the basis that there will be no levy of County, City, school district, water management district, or any other form of ad valorem taxes on the Facility or its operations, by reason of exemption from ad valorem taxes set forth in Sections 196.199(2) and 196.012(6) Florida Statutes.

Accordingly, if County, City, school district, water management district, or any other form of ad valorem taxes are subsequently assessed against the Facility or its operations, and after contest of such taxes through such efforts as Team or Operator shall deem sufficient to determine that such taxes are declared validly assessed against the Facility or its operations, then this License Agreement and the Operating Agreement shall be amended in the following manner:

Upon any assessment of ad valorem taxes against the Facility, County and Operator shall promptly meet and use their respective good faith efforts to reasonably agree upon a fair and equitable allocation of such ad valorem taxes with respect to that Contract Year and all succeeding Contract Years during the Term.

The Parties agree to execute the required amendments to this License Agreement, when and if required, to effectuate the contingent events set forth in this section.

21.2 Exclusive Taxes. If, in the future, the County imposes any form of tax or special assessments, which is exclusively imposed or levied on the Facility that will be assessed on Hockey Tickets, or tickets to other Events, Concessions, parking, Rent, or other revenue streams of the Facility or its tenants or licensees, including the Team or the Operator, then the County and Operator shall promptly meet and use their respective good-faith efforts to reasonably agree upon a fair and equitable allocation of such exclusive taxes and special assessments with respect to the Contract Year and in all succeeding Contract Years. For purposes of this License Agreement, an “exclusively imposed or levied tax” shall mean any tax that generates more than twenty percent (20%) of its composite collections from the Facility and/or the operations at the Facility.

The Parties agree to execute the required amendments to this License Agreement, when and if required, to effectuate the contingent events set forth in this section.

21.3 Relationship. Neither of the Parties hereto, or their respective employees, agents, contractors, and guests, shall be considered employees or agents of either of the other Parties or to have been authorized hereby to incur any expense on behalf of either of the other Parties or to act for or to bind either of the other Parties or the Facility. Neither the Team, the Operator, nor the County shall be liable for any acts, omissions, or negligence on the part of the other Party, its employees or agents, resulting in either personal injury or property damages. Neither the Operator, the County nor the Team shall be construed to be either partners or joint venturers in the operation of the Facility or the conduct of the Team. The relationship created hereby is solely that of licensor-licensee, not that of landlord-tenant and the Team has no possessory or other interest or estate in the Facility other than the right to use it as provided in this License Agreement.

21.4 Subordination. This License Agreement and Team’s rights and benefits hereunder shall not be subordinate to any encumbrance by County. Team’s use and possession of the Licensed Premises and its rights and benefits hereunder shall not be diminished, damaged, or subordinate to or on account of, any encumbrance.

21.5 Assurance. The County and the Operator covenant that if, and so long as, the Team keeps and performs the material provisions of this License Agreement, the Team shall peacefully and quietly enjoy its rights under this License Agreement with respect to the Facility, as such rights are defined, set forth and limited by this License Agreement and the Operating Agreement, without hindrance or interference by the County or by any other person lawfully claiming the same by, through or under the County.

21.6 Force Majeure. Except as provided herein, failure in performance by either Party hereunder shall not be deemed a Default, and the nonoccurrence of any condition hereunder shall not give rise to any right otherwise provided herein, when such failure or nonoccurrence is due to war; insurrection; strikes; lock-outs; riots; floods; windstorms; fires; casualties; acts of God (other than adverse, but non-severe, weather conditions to the extent normally encountered in Sunrise, Florida area and/or impacts thereof); acts of the public enemy; epidemics; quarantine restrictions; freight embargos; lack of transportation; governmental restrictions; the enactment, imposition, or modification of any applicable law which occurs after the date of this License Agreement and which prohibits or materially interferes with the use of the Facility; inability (when the Parties are faultless) of any contractor, subcontractor, or supplier; acts or the failure to act, of any public or governmental agency or entity or any other causes beyond the control and without the fault of the Party claiming an extension of time to perform. An extension of time for any such cause shall be limited to the period of delay due to such cause, which period shall be deemed to commence from the time of the commencement of the cause; provided, however, that if notice by the Party claiming such extension is sent to the other Party more than sixty (60) days after the commencement of the cause, the period shall be deemed to commence sixty (60) days prior to the giving of such notice. The period of delay due to any such cause shall be an Abatement Period and subject to the provisions of Section 16.4. Times of performance under this License Agreement may also be extended as mutually agreed upon in writing by the County, the Operator, and the Team. However, failure to agree to a proposed extension of time for performance shall not be deemed grounds for delay or failure to timely cure a default hereunder.

21.7 Notice and Payment. Unless otherwise stated herein, for notice to a Party to be effective under this License Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments to County under this License Agreement shall be made to the noticed address for County, unless otherwise specifically instructed by County. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section:

FOR COUNTY:

Broward County
Attn: County Administrator
Broward County
115 S. Andrews Avenue, Room 409
Fort Lauderdale, Florida 33301
Email address: mcepero@broward.org

With a copy to:

Broward County Finance and Administrative Services Department
Attn: CFO/Director
Broward County
115 S. Andrews Avenue, Room 513
Fort Lauderdale, Florida 33301
Email address: finance@broward.org

With a copy to:

Broward County Office of the County Attorney
Attn: County Attorney
Broward County
115 S. Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301
Email addresses: ameyers@broward.org; aashton@broward.org

FOR TEAM:

Florida Panthers Hockey Club, Ltd.
Attn: President
One Panther Parkway
Sunrise, Florida 33323
Email address: caldwellm@floridapanthers.com

FOR OPERATOR:

Arena Operating Company, Ltd.
Attn: President
One Panther Parkway
Sunrise, Florida 33323
Email address: caldwellm@floridapanthers.com

With a copy to:

Florida Panthers Hockey Club, Ltd.
Attn: General Counsel
One Panther Parkway
Sunrise, Florida 33323
Email address: legal@floridapanthers.com

Each Party may by notice to the other specify a different address for subsequent notice purposes. Notice shall be deemed effective on the date of actual receipt or three (3) days after the date of mailing, whichever is earlier.

21.8 Waiver. From time to time during the License Term, the Operator Representative, in its discretion, shall have the right, power, and authority to waive any nonmaterial, non-economic, performance, duty, right, or benefit due Operator or County under this License Agreement.

21.9 Recognition and Non-Disturbance. Upon any Event of Default (as such term is defined in the Operating Agreement) by Operator under the Operating Agreement, this License Agreement shall nonetheless continue in full force and effect, upon, and subject to, all of the terms, covenants, and conditions of this License Agreement for the entire License Term. The County, for itself, its successors and assigns, as well as for any subsequent owner of the Facility, does hereby covenant and warrant with and for the benefit of Team, in the event of the expiration or earlier termination of the Operating Agreement or the surrender thereof, whether voluntary, involuntary, by the Operator, by operation of law or otherwise, prior to the expiration of all of the extension options and rights available to Team under this License Agreement, so long as the License Agreement remains in effect in accordance with its terms:

21.9.1 The License Agreement and all rights created thereunder shall remain in full force and effect; the County shall recognize and give full effect to the License Agreement and Team's rights thereunder; (b) upon such expiration or earlier termination of the Operating Agreement, the County will assume the obligations of the Operator under the License Agreement and shall be bound by the terms, conditions and agreements set forth therein, with the same force and effect as if the County were the original operator thereunder; and (c) upon the request of Team, the County will designate an operator selected by Team to succeed to the rights and obligations of the Operator under a substitute agreement for the Operating Agreement and under the License Agreement.

21.10 Attorneys' Fees. If either Party hereto shall initiate, intervene in or is brought into any action at law or equity, whether in ADR, arbitration, court, or otherwise, against or involving the other, which is in any way connected with this License Agreement, its interpretation or enforcement, then the Party hereto which prevails in any such action shall recover and receive from the other Party reasonable attorneys' fees, court costs and expenses as determined by the arbitrator, court or administrative agency and not by the jury, whether in ADR, arbitration, courts, or agencies of original, appellate or bankruptcy jurisdiction, provided that nothing in this section

shall be construed to permit any action or proceeding not permitted under Article 20 of this License Agreement.

21.11 Interest. Any amounts which may be owed to either Party by the other pursuant to this License Agreement whether as Rent, damages, or otherwise, shall bear interest from the due date until paid at the Premium Rate. Payment of such Interest shall not excuse or cure any default.

21.12 Severability. If any provision of this License Agreement is determined to be illegal or unenforceable by an arbitrator or by a court of competent jurisdiction, this License Agreement shall remain valid as if such provision had not been contained herein, provided that no such severance shall serve to deprive any of the Parties of the enjoyment of its substantial benefits under this License Agreement.

21.13 Reasonableness. Whenever in this License Agreement the consent or approval of the County, the Operator, or the Team is required, unless expressly stated to the contrary, the granting of such consent or approval shall be governed by a standard of reasonableness. If either Party contends that the standard has not been met, the matter shall be resolved as provided in Article 20. In the event that such resolution results in the determination that the action was unreasonable, such determination shall not constitute a default of this License Agreement, operate to terminate it or give rise to any right to damages as a result thereof, but the sole remedy shall be limited to specific performance and the recovery of reasonable attorneys' fees and costs (including the fee of the arbitrators) in such resolution procedure.

21.14 Interpretation. This License Agreement constitutes the entire understanding of the Parties with respect to the subject matter of this License Agreement. There are no oral or written statements, representations, agreements, understandings, or surrounding circumstances which modify, amend, or vary any of the provisions hereof, including, without limitation, that certain Binding Letter of Intent dated April 2, 1996, between County and the Team. All attachments hereto shall be deemed to have been incorporated herein so as to become a part of this License Agreement. Notwithstanding the foregoing, in the event of a conflict between any terms and provisions set forth herein and any terms and provisions set forth in the Operating Agreement, then the terms and provisions of the Operating Agreement will control.

21.15 Amendment. This License Agreement shall not be amended or modified, and except as provided herein, rights hereunder shall not be waived except with the prior approval of the Parties, and any attempt to amend, modify, or waive any of the terms or provisions of this License Agreement without prior approval of the Parties shall be void.

21.16 Amendment of Operating Agreement. No amendment to, modification of, or waiver of rights under the Operating Agreement shall be effective without the prior written approval of Team, if the purpose, effect or result of such amendment, modification or waiver will be to deprive Team of any of its rights and benefits under this License Agreement as they exist on the date hereof. Without limiting the foregoing, County and Operator may not amend the definitions of Facility Operating Revenue, Facility Operating Expenses, and Net Operating Income

as defined in the Operating Agreement on the date hereof without the prior written consent of Team.

21.17 Successors and Assigns. This License Agreement shall extend to and be binding upon the representatives, successors, and permitted assigns of the respective Parties hereto, including, without limitation, any successor, assign, or replacement of the Operator as the operator of the Facility whether pursuant to the Operating Agreement or otherwise. This License Agreement shall continue in effect notwithstanding, and neither this License Agreement nor the Team's rights hereunder shall be adversely affected by, a default under or termination of the Operating Agreement or any other agreements between the County and the Operator.

21.18 Time of the Essence. The Parties hereto mutually understand and declare that time is of the essence of this License Agreement.

21.19 Governing Law. This License Agreement shall be construed in accordance with and pursuant to the laws of the State of Florida and all disputes arising out of this License Agreement shall be resolved in Broward County, Florida.

21.20 No Liability of Personnel. Notwithstanding and prevailing over any contrary provision or implication in this License Agreement, except for their criminal acts with respect hereto (i.e., acts which would constitute crimes were they prosecuted therefor and convicted thereof), no member, elected official, official, employee, agent, or consultant of the County, and no partner (other than any general partner), shareholder of a partner, officer, employee, or agents of either of the Team or Operator (collectively, "the Personnel"), shall in any way be liable under or with respect to this License Agreement; no deficiency or other monetary or personal judgment of any kind with respect to liability arising hereunder or with respect hereto shall be sought or entered against any of the Personnel; no judgment with respect to liability arising hereunder or with respect hereto shall give rise to any right of execution or levy against the assets of any of the Personnel.

21.21 Discriminatory Vendor and Scrutinized Companies List; Countries of Concern. The Team and Operator each represent that they have not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that they are not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. The Team and Operator further represent and certify that they are not, and for the duration of the License Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. The Team and Operator each represent that they are, and for the duration of the License Term will remain, in compliance with Section 286.101, Florida Statutes.

21.22 Verification of Employment Eligibility. The Team and Operator each represent that they, along with their respective Subcontractors, they have each registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this License Agreement will not violate that statute.

21.23 Prohibited Telecommunications Equipment. The Team and Operator each represent and certify that they, along with their respective Subcontractors, do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. The Team and Operator further represent and certify that they, along with their respective Subcontractors, shall not provide or use such covered telecommunications equipment, system, or services during the License Term.

21.24 Polystyrene Food Service Articles. The Team and Operator shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

21.25 Ownership Disclosure Requirement. By January 1 of each year, the Team and Operator must each submit, and cause each of their respective Subcontractors to submit, an Ownership Disclosure Form (or such other form or information designated by County), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

21.27 Anti-Human Trafficking. By execution of this Agreement by the undersigned authorized representatives of Operator and Team, each of Operator and Team hereby attests under penalty of perjury they do not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes; under penalties of perjury, the undersigned authorized representatives of Team and Operator each declares that they have read the foregoing statement and that the facts stated in it are true.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amended and Restated License Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ___ day of _____, 2025; and Arena Operating Company, Ltd., and Florida Panthers Hockey Club, Ltd, each signing by and through their duly authorized representatives.

COUNTY

ATTEST:

Broward County, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 2025

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Claudia Capdesuner (Date)
Assistant County Attorney

By _____
Annika E. Ashton (Date)
Deputy County Attorney

AEA/
Second Amended and Restated License Agreement
02/06/2025
#1145095v8

SECOND AMENDED AND RESTATED LICENSE AGREEMENT BETWEEN BROWARD COUNTY,
ARENA OPERATING COMPANY, LTD., AND FLORIDA PANTHERS HOCKEY CLUB, LTD.

OPERATOR

ARENA OPERATING COMPANY, LTD.

ATTEST:

Secretary

By: Matthew Caldwell
Printed Name: Matthew Caldwell
Title: CEO

(SEAL)

29 day of January, 2025

OR

WITNESSES:

R. S.

Witness 1 Signature

ROBERT STEVENSON

Witness 1 Print/Type Name

James Suh

Witness 2 Signature

JAMES SUH.

Witness 2 Print/Type Name

SECOND AMENDED AND RESTATED LICENSE AGREEMENT BETWEEN BROWARD COUNTY, ARENA OPERATING COMPANY, LTD., AND FLORIDA PANTHERS HOCKEY CLUB, LTD.

TEAM

FLORIDA PANTHERS HOCKEY CLUB, LTD.

ATTEST: _____
Secretary

By: Matthew Caldwell
Printed Name: Matthew Caldwell
Title: CEO

(SEAL)

29 day of January, 2025.

OR

WITNESSES:

Robert Stevenson
Witness 1 Signature

ROBERT STEVENSON
Witness 1 Print/Type Name

James Suh
Witness 2 Signature

JAMES SUH
Witness 2 Print/Type Name