

AMH 8-28-2024

EVENT LICENSE AGREEMENT
24-10

THIS EVENT LICENSE AGREEMENT (this "License Agreement") is entered into as of August 23, 2024, by and between AEG MANAGEMENT WEST LOUISVILLE, LLC, a Delaware limited liability company ("Licensor"), and Jefferson County Public Schools, 3332 Newburg Road Louisville, Kentucky 40218 ("Licensee").

DATA SHEET

**Data
Sheet Agreement
Item Section**

- 1. **A. Show Case of School**

- 2. **1 Date of Event: Saturday, November 2, 2024**

- 3. **3(a) Base License Fee: 19,523.25 (room rental & 3 Day load-in main floor) + event expenses**
(Rooms included in base rent, indoor track, media room, north mezzanine, Humana hub and Activity Zone)

- 3() **Deposit Due: \$5,000 Due at signing (due by the end of the week that the contract**
has been signed)

- (d) Load-in Fee Day Before: \$750 access to Humana Hub, Mezzanine, Activity Zone**
and Media Room the day before event.

- 4. **6 Event Merchandise Revenue Split: 20% to licensor and 80% to licensee**

- 5. **11 Move-in Day & Time: Tuesday, October 29, 2024; 8am each event day unless**
otherwise agreed in writing

- 6. **12(a) Move-out Day & Time: Monday, November 4, 2024; 8am**

- 7. **12(b) Allocated Time for Each Event: 8-hours; this is based on when the doors open to the**
public. If licensee goes over 8 hours per day, there will be an additional \$500 per hour over added to
final invoice.

- 8. **21(a) Licensor's Ticket Holds: N/A**

- 0. **21(b) Complimentary Tickets:** **Licensee: as needed**

 Licensor: 30 per event

- 1. **21(c) Complimentary Parking Spaces for Licensee: 30**

- 2. **13(d) Facility Fee: \$0 per ticket sold**

EVENT LICENSE AGREEMENT

24.10

RECITALS

A. Licensee is the owner and operator of the Event(s) described in Item 1 of the Data Sheet (the “Event”).

B. Licensor is the manager and operator of the Norton Healthcare Sports & Learning Center located at 3029 W. Muhammad Ali Blvd., Louisville, Kentucky 40212 (the “Facility”).

. Louisville Urban League, a Kentucky non-profit, non-stock corporation (“Owner”) is the owner of the Facility and has granted Licensor the authority to act as its agent and as the sole and exclusive manager of the Facility, pursuant to that certain Management Agreement, dated June 20, 2019, by and between Owner and Licensor (the “Management Agreement”).

C. Licensee has determined that the Facility is suitable for presentation of the Event, and Licensee desires to present the Event in the Facility.

AGREEMENT

In consideration of the mutual covenants and agreements contained herein, Licensee and Licensor agree as follows:

1. LICENSE OF FACILITIES

Licensor hereby licenses to Licensee (the “License”) so much of the facilities of the Facility which Licensor deems necessary for the proper presentation of the Event (the “Facility Facilities”), and Licensee hereby agrees to present the Event in the Facility Facilities on the dates and at the times set forth in Item 2 of the Data Sheet (the “Event”).

2. TICKET PRICES

Ticket prices for each Event during the Event (excluding Premium Seating) shall be established by Licensee, subject to the approval of Licensor, such approval not to be unreasonably withheld.

3. LICENSE FEE

(a) The License Fee to be paid by Licensee to Licensor for the License shall be set forth in Item 3 of the Data Sheet.

(b) If as of five business days prior to the Event the proceeds in the box office from the sale of tickets to the Event do not equal the sum of the License Fee plus estimated expenses for the Event, then Licensor will notify Licensee of such shortage. Licensee shall have 24 hours from the receipt of such

notification to pay to Licensor, in readily available funds, sufficient money to cover the amount of such shortage.

(c) In the event that Licensee fails to make such payment to Licensor in the amount and manner provided herein, then Licensor may, in its sole discretion, terminate this License, the License Agreement and the Event pursuant to the provisions of Section 34(a) below.

4. EVENT EXPENSES

Licensee shall pay for or reimburse Licensor for the Base License Fee which shall be set for in Item 3 of the Data Sheet. The Base License Fee shall include facility operations staffing, 24-hour facility security, a base level of front of house staffing, housekeeping, janitors/matrons, conversion labor, available facility-owned equipment. Expenses not included in the Base License Fee, the "Licensee Expenses", shall be front of house staff required by Licensee beyond base level, guest medical, LMPD officers, phone lines, data drops, box office services. Additionally, not included in the Base License Fee shall be, advertising, group sales, e-mail campaigns, sound & lighting equipment, stagehands, loaders, wardrobe, catering, broadcast fees or any additional staffing, equipment rentals, videoboard staffing, ASCAP / BMI / SESAC or similar music royalties, other applicable taxes or fees imposed by governmental authorities, or any other related expense including but not limited to, any and all box office credit card fees and/or expenses (collectively, "Licensee Expenses" and together with the Base License Fee, the "Event Expenses"). Any and all Licensee Expenses shall be paid by Licensee pursuant to the terms and in accordance with Section 39 herein. Licensee will be billed for credit card fees as an Event Expense for all Facility box office purchases when utilizing the Facility's ticket agent.

Event Expenses shall be paid in accordance with the provisions of Section 39 below.

Notwithstanding anything to the contrary above, the Event Expenses shall not include (i) staffing costs associated with the sale of food and beverage concessions, or parking (which staffing costs shall be the responsibility of Licensor or its designated concessionaires or subcontractors; provided that Licensee shall be solely responsible for food and beverage concessions staffing costs if the Event is cancelled for reasons other than a breach by Licensor of its obligations hereunder less than 72 hours prior to the Event date), or (ii) any other costs which are the responsibility of Licensor as explicitly set forth elsewhere in this License Agreement.

5. CONCESSIONS AND PARKING

(a) Except as may otherwise be agreed with respect to Merchandise Revenue (as defined below), all revenue derived from the sale of food, beverages, concessions, parking, and other items or services sold at the Facility shall be retained by Licensor or persons designated by Licensor. Licensor or persons designated by Licensor shall be the only parties authorized to provide and sell parking at Facility and to sell food, beverages, concessions, and other items or services at Facility including, without limitation, any catering for Licensee's hospitality. Neither the Licensee or anyone under the control of the Licensee may sell or give away any samples of food, beverages nor any product deemed in competition with items sold or distributed by the Licensor or any tenant of the Licensor without prior written approval.

(b) Licensor shall control the parking areas at all times and access to the parking areas. Licensee acknowledges Licensor shall charge each vehicle a fee for parking at the complete discretion of the

Licensors. Licensors shall provide to Licensee up to #30 (Data Sheet Item 10) parking passes for each day of the Event.

6. MERCHANDISE

Licensee shall have the right to sell Event related merchandise and to retain all gross profits less the Merchandise Fee set forth in Item 4 of the Data Sheet. Licensee shall be responsible for all expenses incurred with the design, Event and sales of such Merchandise. Licensee agrees to indemnify Licensors from any claims of copyright infringement. Licensee is responsible for payment of all applicable taxes from such Merchandise sales. Merchandise sales shall not include any food or beverage, tobacco or stickers. Licensors retain the right to sell any Facility specific merchandise and retain all proceeds from such sales. Any Merchandise Revenue payable to Licensee shall be paid by Licensors to Licensee or to such third party as designated by Licensee in writing.

7. PREMIUM SEATING

- (a) (a) The Facility includes 12 loge boxes (the “Loges”). Licensee agrees that Licensors (i) shall have the exclusive right to sell or distribute tickets for the Loges to the Event, and (ii) shall retain all revenues derived from the sale thereof. Without limiting the generality of the foregoing, Licensors shall have the right to sell or distribute tickets to the Event for Loges, at prices established by Licensors in its sole discretion (including without limitation the right, if Licensors elects, to distribute such tickets to Loge Box holders at no additional charge).
- (c) The Facility includes 11 floor level private boxes (the “private boxes”). Licensee agrees that Licensors (i) shall have the exclusive right to sell or distribute tickets for the private boxes to the Event, and (ii) shall retain all revenues derived from the sale thereof. Without limiting the generality of the foregoing, Licensors shall have the right to sell or distribute tickets to the Event for the private boxes, at prices established by Licensors in its sole discretion (including without limitation the right, if Licensors elects, to distribute such tickets to Loge Box holders at no additional charge).

8. ADVERTISING, PROMOTION AND PUBLICITY

(a) Licensee agrees to advertise, publicize, and promote the Event in a manner customary for such an event. Licensee shall be solely responsible for all costs associated with such advertising, publicity and promotion.

(b) If Licensors makes available to Licensee any radio or television time or newspaper or outdoor advertising space for the advertising of the Event on terms more favorable than those otherwise available to Licensee, Licensee shall use reasonable efforts to utilize such advertising space as needed and to pay Licensors for such time or space at the quoted price for the applicable station, newspaper or outdoor advertiser.

(c) Licensee agrees that any visual material, whether created for television, newspaper, outdoor advertising, handbills or otherwise, prepared by or for Licensee containing reference to the Facility name, logo or other intellectual property of Licensor, including without limitation, names, likenesses, images, trademarks or logos (collectively, "Trademarks") shall be submitted to Licensor for approval in advance of Event or execution. Licensee shall allow adequate time for Licensor to approve, comment upon or express its disapproval thereof; provided that Licensor shall not unreasonably withhold its approval as long as the material containing reference to the Trademarks uses Licensor's established logo-type, trademark or service mark and is in accordance with the guidelines established by Licensor for the use of such Trademarks.

(d) Subject to Licensor's sole discretion as to content and frequency, Licensor agrees to publicize and promote the Event at no cost to Licensee through the Facility's in-house promotional outlets such as its public address system, video screens and electronic displays. In addition, to the extent permissible, and subject to Licensor's sole discretion as to content and frequency, Licensor will publicize the Event at no cost to Licensee during play-by-play broadcasts and telecasts of sporting events at the Facility conducted by affiliates of Licensor on an as available basis.

(e) Licensee grants to Licensor the right to use and to authorize others to use the name or names of Licensee, the Event, the Event and the personalities appearing in the Event for the purposes of advertising, promoting and publicizing the Event or the Facility.

() With respect to use of Licensor's electronic database for Event specific e-mail marketing advertisements, the parties agree as follows: (i) Licensor's use of its electronic database shall be subject to Licensee's payment of the applicable fee as set forth by Licensor, (ii) the electronic database is proprietary to Licensor, and Licensee shall not have access to the electronic database or any information contained therein, (iii) all incidents of ownership in the electronic database shall remain vested in Licensor, and (iv) Licensor shall have exclusive control over the use of the electronic database, the dissemination of the e-mail advertisements and the content of the e-mail advertisements; provided, however, that Licensor shall consult with Licensee regarding such content.

9. BUILDING STAFF

For the Event, Licensor shall provide all personnel required to staff the Facility, including, but not limited to, all ticket takers, ushers, security guards, security, custodians, rest room attendants and such other personnel as Licensor, in its reasonable discretion, shall deem required, together with such additional personnel as Licensee may reasonably request including ticket sellers and box office personnel. Licensor shall consult with Licensee, if and when requested by Licensee, regarding staffing levels; provided that final decisions regarding staffing levels shall be made by Licensor in its reasonable discretion. All such personnel shall be provided only by or through Licensor. The costs of such personnel, to be established by Licensor from time to time, shall be the responsibility of Licensee unless otherwise explicitly set forth herein.

10. PUBLIC ADDRESS SYSTEM

If requested by Licensee, the Facility public address system shall be furnished for the Event. The public address system shall be operated according to reasonable and customary rules and regulations established, from time to time, by Licensor.

11. DELIVERY OF POSSESSION

The Facility Facilities shall be made available to Licensee at the time and on the date set forth in Item 5 of the Data Sheet (“Move-in Time”) for preparatory work by Licensee, complete with such staging requirements as are mutually agreed upon by Licensee and Licensor.

Any additional use of the Facilities by Licensee beyond that contemplated hereunder shall be subject to mutual agreement of the parties; provided that such use shall be governed by the terms and conditions of this License Agreement except as otherwise agreed with respect to costs and fees for such additional usage.

12. SURRENDER AND OVERTIME

(a) After the conclusion of the Event, Licensee shall as soon as possible quit and surrender the Facilities to Licensor, but in no event later than the time and date set forth in Item 6 of the Data Sheet (“Move-out Time”). Upon such quitting and surrender, the Facilities shall be in the same condition as at the Move-in Time and in good order, ordinary wear and tear excepted. Licensee shall remove from Facility all Event property. Without limiting any other remedies available to Licensor, if Licensee fails to quit and surrender the Facilities on or before the Move-out Time, Licensee shall reimburse Licensor for all overtime charges as established by Licensor. In addition, Licensee shall pay Licensor for any expense incurred by Licensor in removing and/or storing Event property, which removal and storage shall be at Licensee’s sole risk. Licensor shall have the right to retain any and all funds otherwise payable to Licensee hereunder in satisfaction of the costs resulting from the removal and/or storage of such Event Property. Nothing in this Section 12(a) shall in any way be construed to limit Licensor’s right to recover all actual damages incurred in the event Licensee fails to quit and surrender the Facilities on or before the Move-out Time (including without limitation damages incurred if any subsequent scheduled event is delayed or cancelled).

(b) The allocated time for a performance of the Event shall be as set forth in Item 7 of the Data Sheet. If a performance of the Event continues in excess of such allocated time Licensee shall reimburse Licensor for all overtime charges. There will be no preliminary settlement made if it appears that the show will go beyond the time limits unless a contingency to cover overtime charges as reasonably determined by Licensor is withheld from that portion of the monies paid to the acts, agency and/or managers.

(c) If any performance of an Event extends beyond the commencement of any curfew imposed by the Commonwealth of Kentucky, the City of Louisville or any other governmental body, Licensee agrees to pay in addition to all other sums due to Licensor hereunder, an amount equal to all fines, penalties and other charges assessed by such governmental body because such performance of the Event extended beyond the commencement of the curfew.

13. TICKET SALES

(a) Licensee shall be responsible for ticket sales, including but not limited to providing staffing for the box office at the Facility. The Licensor shall have the right to monitor the box office, ticket personnel and ticket sales. Licensee is responsible for the payment of all applicable taxes in connection with ticket sales and participant registrations.

(b) Licensee agrees to not exceed the sellable capacity of the facility established on the ticketing manifest.

(c) Event ticket sales revenue shall be held in an escrow account for return to the ticket buyers should the event cancel.

(d) Tickets sold for the event shall be subject to the Facility Fee as described on the Data Sheet.

14. INSURANCE

a) Licensee agrees, at its sole expense, to procure and maintain during the term of this License Agreement: (i) Commercial General Liability insurance, on an occurrence form, including blanket contractual liability, products and completed operations coverage, fire legal liability coverage, personal & advertising injury coverage (including but not limited to libel, slander, defamation of character, and discrimination) for the mutual benefit of Licensee, Licensor, the Owner and their contractors, successors and assigns, against all claims for personal injury, death or property damage in or about the Arena arising in the amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate. In the event there are pyrotechnics, fireworks or fire displays as contained in Section 26(c), the certificate of insurance shall evidence such coverage and with limits specific therein.

(b) The insurance policies set forth in Sections (a) and (b) above shall name as Additional Insureds, AEG Management West Louisville, LLC, ASM Global Parent, Inc., Louisville Urban League Sports and Learning Complex, Inc., The Louisville Urban League, Inc. and each of their respective affiliates, licensees, lenders and contractors, as well as each of their respective officers, directors, partners, members, shareholders, employees, agents, representatives, successors and assigns, hereinafter the "Indemnitees." All such insurance shall be primary and non-contributing to insurance maintained by Licensor.

(d) Licensee agrees, at its sole expense, to procure and maintain during the term of this License Agreement, Workers Compensation insurance in accordance with statutory limits and Employers Liability at a limit of \$1,000,000 per occurrence covering all employees, performers, participants and other personnel of the Event (other than such persons as are employed by Licensor and its respective affiliates), which shall be evidenced on the certificate of insurance required to be provided in accordance with Section 14(h) below. Such insurance shall include a waiver of subrogation in favor of Licensor.

(c) Licensee shall obtain and maintain a Personal Property Floater and/or Miscellaneous Equipment insurance coverage on all of Licensee's personal property, trade fixtures, and Licensee's owned alterations, utility installations and third-party property damage. Such insurance shall be full replacement cost coverage with a deductible of not more than \$2,500.00 per occurrence. The proceeds from any such insurance shall be used by Licensee for the replacement of personal property, trades fixtures and Licensee owned alterations and utility installations. Licensee shall provide Licensor with written evidence that such insurance is in force and shall causes its insurers to a waiver of subrogation in favor of Licensor.

(d) Licensee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Licensee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent licensees in the business of Licensee or attributable to prevention of access to the Arena as a result of such perils.

(e) Licensor makes no representation that the limits or terms of coverage of insurance specified herein are adequate to cover Licensee's property, business operations or obligations under this License Agreement.

(f) The insurance shall provide for coverage from the Move-in Time (or, if earlier, such time as Licensee initially occupies or makes use of any portion of the Arena) through, and including, the Move-out Time (or, if later, such time as Licensee completely quits and surrenders the Arena). There will be no charge to Licensor for such coverage and a certificate of insurance evidencing such coverage shall be furnished to Licensor prior to the Move-in Time. Said policy of insurance and endorsements shall provide that the policy of insurance cannot be canceled without fifteen (15) business days prior written notification to Licensor. Said insurance shall not restrict or limit the coverage of the additional insureds. If Licensee fails to provide Licensor with the required certificate of insurance upon the earlier of (i) at least thirty (30) business days prior to the Move-in Time or (ii) upon execution of this Agreement if the Move-in Time is within thirty (30) business days following such execution, Licensor may, in its sole and absolute judgment, either (A) acquire, at Licensee's expense, such insurance as Licensor determines in its sole judgment to be necessary in order to protect the Indemnitees from any of the matters to be covered under subparagraph (a) and (b) above, or (B) treat such failure as a default by Licensee and terminate this License Agreement effective as of the Move-in Date pursuant to the provisions of Section 34 below.

(g) All insurance shall be affected by valid and enforceable policies issued by insurers of responsibility, licensed to do business in the State of Kentucky, such responsibility and the insuring agreements to meet with the reasonable approval of Licensor. An insurer with a current A.M. Best rating of at least AVI or better shall be deemed to be acceptable. Receipt by Licensor of a certificate of insurance, endorsement or policy of insurance which is more restrictive than the contracted for insurance shall not be construed as a waiver or modification of the insurance requirements above or an implied agreement to modify same nor is any verbal agreement to modify same permissible or binding. Any agreement to amend this provision of this License Agreement must be in writing signed by the parties.

(h) At the request of Licensor, Licensee shall promptly furnish loss information concerning all liability claims brought against Licensee (or any other insured under Licensee's required policies), that may affect the amount of liability insurance available for the benefit and protection of the Indemnitees under this License Agreement. Such loss information shall include such specifics and be in such form as Licensor may require.

(a) Licensee shall require and verify that all subcontractors maintain insurance meeting all the requirements as broad as stated herein and that they name Licensor & Licensee as Additional Insureds.

(b) All insurance coverage available to Licensee and any available proceeds in excess of specified minimum limits shall be available to Licensor.

15. INDEMNITY

(a) To the extent permitted by law, Licensee does hereby indemnify and agree to forever save and hold harmless the Indemnitees, from and against any and all damages, claims, losses, demands, costs, expenses (including reasonable attorneys' fees and costs), obligations, liens, liabilities, actions and causes of action, threatened or actual (collectively, "Claims"), which any one or more of them may suffer or incur as a result of a breach of any term of this License Agreement by Licensee or which any one or more of them may suffer or incur arising directly or indirectly from this License Agreement, the Event or resulting, in whole or in part, from the use and occupancy of the Facilities, occurring in or about Facility, the entrances, lobbies, and exits thereof, the parking lot, the sidewalks, streets, and approaches adjoining Facility, or any portion of Facility used by Licensee hereunder including, without limitation.

(b) To the extent permitted by law, Licensee further agrees that in the case of any such Claim against any one or more of the Indemnitees, Licensee shall defend the Indemnitees at Licensee's sole cost and expense by counsel satisfactory to the Indemnitees. In the event Licensee does not provide a defense against any and all such Claims, then Licensee shall, in addition to the above, pay the Indemnitees the attorneys' fees, legal expenses and costs incurred by the Indemnitees in providing such defense and Licensee agrees to cooperate with the Indemnitees in such defense, including, but not limited to, the providing of affidavits and testimony upon request of the Indemnitees.

16. LICENSOR'S LIABILITY

Licensee hereby agrees that none among the Indemnitees shall be liable for injury to Licensee's business or any loss of income therefrom or damages to the property of Licensee, Licensee's employees, invitees, customers, or any other person in or about the Facility nor shall the Indemnitees be liable for injury to the person of Licensee, Licensee's employees, agents or contractors, and such losses and damages shall be at the risk and cost of Licensee, except to the extent such loss or damage is caused by the negligence or willful misconduct of an Indemnitee.

17. BUILDING COSTS

Licensor shall provide air conditioning, heating, lighting, janitorial supplies, maintenance supplies, and equipment (if available), and other similar miscellaneous goods and services, to the extent reasonably required by the Event. Except for the standard utility fee charged by Licensor as an Event Expense and as otherwise set forth in Section 33 of this License Agreement, the costs of such items shall be the sole responsibility of Licensor. Notwithstanding the foregoing, the cost of any equipment rentals which are requested by Licensee or necessitated by any extraordinary needs of the Event shall be treated as an additional Event Expense for which Licensor shall be entitled to reimbursement.

18. IN-FACILITY MESSAGE BOARDS AND VIDEOBOARDS

(a) If Licensee wishes to use the Facility's in-Facility scoreboard, matrix board, facia board and/or video screens, use of such equipment will be provided at no charge except for the cost of operators. The scoreboard, matrix board, facia board and video screens shall be operated solely by such persons as Licensor may authorize from time to time and their use shall be subject to such rules and regulations as Licensor may establish from time to time.

(b) Licensee shall provide all timing equipment. Licensor reserves the right to provide guidelines and set-up requirements as is in the best interest of the Facility. Such information shall be provided in advance of the event dates to the Licensor's timing services contractor.

19. PARTICIPANTS

Licensee shall, at its sole cost and expense, recruit and register all participants (including, without limitation, athletes, coaches and officials) required for the Event. To the extent Licensee recruits and registers said participants, Licensee shall, at its sole cost and expense, comply with all legal requirements resulting from the participation thereof, including those of all conferences and associations of which such participants may be members.

20. ANCILLARY SPACES

Licensor shall make available to Licensee the media room and north upper mezzanine. Such space shall be available to Licensee from the Move-in Time to the Move-out Time. There shall be no additional charge to Licensee for such space, but such space shall be part of the Facilities and Licensee's use thereof is subject to all other terms and conditions of this License Agreement. At Licensee's request, Licensor will arrange for the installation of private phone service into such space. In such event, Licensee agrees to pay all installation, service, equipment, long distance, toll, and repair charges made with respect to such phone service.

21. TICKET HOLDS; COMPLIMENTARY TICKETS/PARKING

(a) For reserved seating events, Licensee agrees to provide Licensor, in advance of the on-sale date and upon prior written notification from Licensor, the number of ticket holds set forth in Item 8 of the Data Sheet for each performance during the Event (the "Ticket Holds"). The Ticket Holds shall be in seat locations reasonably agreed to by Licensor and Licensee; provided, that in any event a reasonable number of such Ticket Holds shall be in the top price category. Except as set forth below, the Ticket Holds will be held without guarantee of purchase. From the on-sale date until the date of the Event, either Licensor or Licensee may release some or all of their respective Ticket Holds back onto the ticket manifest; provided that the party releasing such holds shall provide the other party with reasonable advance notice of such releases and shall coordinate and consult with such other party regarding the sale of the released seats.

(b) Complimentary tickets shall not exceed 10% of the manifested house capacity without written consent of Licensor.

() Licensee and Licensor may each receive the number of complimentary tickets set forth in Item 9 of the Data Sheet for each performance during the Event upon compliance with Licensor's established procedure for the issuance of complimentary tickets. The locations of all complimentary tickets shall be agreed to by the parties, provided that in any event a reasonable number of such complimentary tickets shall be in the top price category unless otherwise agreed by the parties. Nothing in this Section 21(b) shall be construed to limit the right of Licensor to issue complimentary Loge Box tickets as set forth in Section 7.

(a) Licensee shall be entitled to the number of complimentary parking spaces set forth in Item 10 of the Data Sheet for each performance during the Event. In the event the Licensee requires additional parking spaces during the Event, to the extent Licensor, in its reasonable discretion, determines that such spaces are available, Licensee shall pay Licensor its regular rate, therefore.

23. REHEARSAL/PRACTICES

In the event Licensee desires to use the Facility for rehearsal or practices prior to the Move-in Time set forth in Item 5 of the Data Sheet, Licensee shall notify Licensor of such fact. If feasible, in Licensor's sole judgment, the Facility shall be made available to Licensee for such purposes and at such times and under such terms and conditions as Licensor may designate. Licensee shall (a) pay any rental charges reasonably imposed by Licensor, and/or (b) shall reimburse Licensor for any additional costs or expenses incurred by Licensor in connection with such rehearsal.

24. PERMITS

Prior to the Move-in Time, Licensee agrees, at Licensee's expense, to obtain from the City of Louisville or any other applicable governmental body or agency, such governmental permits necessary for the Event, including, but not limited to, building permits and business license. Prior to the Move-in Time, Licensee agrees to furnish to Licensor, at its sole expense, copies of such additional governmental permits and other licenses and permits as may be required for the Event.

25. ADDITIONAL OBLIGATIONS OF LICENSEE

Licensee shall:

(a) Be responsible for the registration of all participants required for the proper presentation of the Event (including athletes, officials, training staff and coaches integrally identifiable with the named Event).

(b) Communicate to all participants the Facility's rules and guidelines and enforce the rules and guidelines during the Event.

(c) Present the Event in a manner customary for events comparable in type and nature. Licensee is responsible for providing a PA Announcer (as required). In the event Licensee provides a PA Announcer, Licensor reserves the right to make or instruct Licensee's PA Announcer to announcements in the interest of public safety, to provide information to attendees, to support or publicize sponsors or partners of the Facility or to announce upcoming events at the Facility.

(e) Licensee shall provide all timing equipment. Licensor reserves the right to provide guidelines and set up requirements. Such information shall be provided in advance of the event dates to the timing services group.

(e) Licensee shall be solely responsible for, and timely pay, all fees and governmental taxes and levies due as a result of the Event, including without limitation (i) the Admissions Fee and (ii) any non-resident withholdings required by any governmental agency.

(f) If Licensee or its agents, representatives, managers, employees, patrons, players, performers, or participants in or about the Facility shall at any time accept or use the services of a physician or surgeon, or accept or use an ambulance service or any service in connection with an injury or sickness occurring to any such person or persons while within or about the Facility from the Move-in Time to the Move-out Time, even though such services are made available or are obtained through Licensor, Licensee will assume such costs solely as an Event Expense and will defend, indemnify and hold Licensor harmless from all responsibility or liability therefor.

26. COMPLIANCE WITH LAWS

(a) Licensee shall comply, and ensure that the Event complies, with all applicable laws, orders, regulations and requirements of Federal, State, County and Municipal authorities as well as those of the City of Louisville and with any lawful direction or order of public officers which shall impose any duty upon Licensor or Licensee, with respect to the Facility or the use and occupancy thereof. Licensee shall not use nor permit the use of the Facility for any political purpose. No collections, whether for charity or otherwise, shall be made or attempted in or at the Facility by Licensee or any of its employees, agents or contractors unless otherwise expressly approved in writing by Licensor in advance.

(b) Licensee shall comply with all applicable rules, orders, regulations or requirements of the applicable fire and police departments or any other similar body and shall not do or permit anything to be done in or about the Facility or bring or keep anything therein except as permitted by the City of Louisville or any other authority having jurisdiction over the Facility, Licensor, or Licensee. Any decorating or other work, and all material therefor, done or furnished by Licensee shall be subject to the reasonable approval of Licensor and, if necessary, in Licensor's sole judgment, the approval of the Louisville Fire Department. All flammable decorations and other materials must be fireproofed. Licensee shall deliver to Licensor, if Licensor so requests, a flameproofing certificate in the form specified or required by and satisfactory to any local government body having jurisdiction with respect thereto.

(c) No pyrotechnics, gasoline, acetylene, explosives, fireworks or other fuel or other flammable material (collectively, "Pyrotechnics") will be permitted in the Facility without the prior written approval of Licensor and without Licensee obtaining the appropriate permits and licenses. In the event Licensee is permitted to use Pyrotechnics in connection with the Event, then Licensee agrees to provide the following, at its sole cost and expense: (i) a display site and stage configuration (including, without limitation, a firing and fallout zone such that the Pyrotechnic display and any Pyrotechnic debris can be exhibited, rise and fall safely) that complies in all respects to any law, rule, ordinance, directive or regulation issued by the local Fire Department or any other authority (including the Licensor) having jurisdiction over the Event, applicable venue, Licensee, Licensor or the Pyrotechnic display at issue; (ii)

adequate policing, guard protection, roping, fencing and/or other crowd control measures required by applicable law and the applicable venue; and (iii) the services of standby firemen and/or any applicable permit fees as required by state and local statutes, ordinances or regulations. Licensee shall not do or permit anything to be done in or about the Facility or bring or keep anything therein except as permitted by such Fire Department or any other authority having jurisdiction over the Facility, Licensee, Licensor or the Pyrotechnic display at issue. Licensee shall also deliver to Licensor and the Facility commercial general liability insurance with Pyrotechnics endorsement in an amount (minimum \$10 million per occurrence in general liability coverage including bodily injury and property damage) and on such forms as are satisfactory to Licensor in its sole discretion, and which shall name the Indemnitees as additional insureds thereunder. In no event shall any Indemnitee have any liability or obligation with respect to any Pyrotechnic display and Licensee agrees to defend, indemnify and hold Indemnitees harmless from any Claims arising out of or related to (x) the Pyrotechnics, or (y) the breach or alleged breach by Licensee or any designee, agent, employee or independent contractor of Licensee of any representation, warranty or agreement contained in this Section 26(c).

(d) Any item not approved in accordance with the above provisions shall not be permitted in the Facility and if it is already in the Facility, it shall immediately be removed by Licensee at its expense. If Licensee fails to immediately remove any unapproved item from Facility, Licensor may cause such item's removal at Licensee's expense.

(e) Licensee acknowledges that the operation of the Facility is subject to certain hiring, workforce utilization and minority/women-owned business utilization requirements imposed on Licensor and its contractors, subcontractors and other agents by the City of Louisville or Owner and agrees to cooperate with Licensor's efforts to satisfy the goals established in connection therewith. Licensee agrees that Licensee shall not discriminate against or segregate any person or group of persons on account of race, color, religion, creed, national origin, ancestry, sex, sexual preference/orientation, age, disability, medical condition, acquired immune deficiency syndrome (AIDS) – acquired or perceived retaliation for having filed a discrimination complaint, or marital status in the use, occupancy, tenure or enjoyment of the Facility Facilities, nor shall Licensee, or any person claiming under or through Licensee establish or permit any such practice or practices of discrimination or segregation.

27. ALTERATIONS

Licensee shall not mark, paint, drill into or in any way mar or deface any part of Facility. Subject to Section 37, Licensee shall not display or erect any lettering, signs, pictures, notices or advertisements upon any part of the outside or inside of Facility or make any alterations or improvements in or to the Facility Facilities without the prior written consent of Licensor, which consent may be withheld in Licensor's absolute discretion.

28. ENTRANCES AND EXITS

The entrances and exits of Facility shall be locked or unlocked during the Event as Licensor may direct, subject to all applicable laws, rules, regulations and orders of Federal, State, County and Municipal authorities (including, without limitation, the City of Louisville), any lawful direction of public officers, and also subject to Licensee's reasonable approval to the extent not in conflict with any such law, rule, regulation or order. Articles, fittings, fixtures, materials, and equipment required for the Event shall be

brought into or removed from Facility by Licensee only at entrances and exits, and at such times, as designated by Licensor.

26. NON-EXCLUSIVE USE

Licensee acknowledges that besides the use of the Facility as contemplated by the License Agreement, the Facility and various parts thereof and areas therein may or will be used for the installation, holding or presentation and removal of activities, events and engagements other than the Event and that in order for the Facility to operate as efficiently as practicable it may or will be necessary for the use or availability of services and facilities of the Facility, including without limitation, entrances, exits, parking lots, truck ramps, receiving areas, marshalling areas, storage areas, passenger or freight elevators and club and concession areas, to be scheduled or shared. Licensee agrees that Licensor shall have full, complete and absolute authority to establish the schedules for the use and availability of such services and facilities and to determine when and to what extent any sharing of any such services and facilities is necessary or desirable provided such schedules do not unreasonably interfere with Licensee's use of the Facility, and Licensee agrees to comply with any schedules so established and to cooperate in any sharing arrangements so determined. In no event shall Licensee enter or use any area, service space, or contracted space of the Facility other than the event space without first obtaining Licensor's consent and approval.

27. EJECTION

Licensee hereby appoints Licensor, or any servant, employee, contractor, or agent of Licensor, as Licensee's agent to, within its reasonable discretion, refuse admission to or to cause to be removed from the Facility any undesirable person. Any artisans or workmen employed by Licensee shall be under the general supervision and control of Licensor (but not as an agent, servant, or employee of Licensor) while in or about the Facility and may be refused entrance by Licensor for non-compliance with this provision of this License Agreement or for objectionable or improper conduct without any liability on Licensor's part for such refusal or ejection.

28. LICENSOR REGULATIONS

Licensee shall, and shall cause its servants, agents, employees, licensees, patrons and guests to abide by such reasonable rules and regulations as may from time to time be adopted by Licensor for the use, occupancy and operation of the Facility.

29. LICENSOR USE OF FACILITIES

Licensor, Owner, their affiliates and their respective officers, directors, servants, employees, agents, concessionaires and such concessionaires' servants, employees and agents shall at all times have free access to the Facility upon presentation of usual passes issued to them by Licensor. Subject to Licensor's prior approval, Licensee may issue such number of photo, press and backstage passes approved by Licensor and permitting selected persons access to specified areas of Facility normally closed to the public as Licensor shall designate. Licensor and Owner, at such reasonable time or times as either may deem appropriate, may announce, describe and advertise over the sound system and video screens in the Facility during the Event, including without limitation, announcements, descriptions and advertisements concerning other or future events being or to be held in the Facility or elsewhere, and Licensor and Owner reserves and retains the

exclusive right to use and may use the sound system, scoreboard, video screens, display advertising capabilities and facilities and all other advertising capabilities and facilities in and about Facility in any manner which in its sole opinion is desirable or appropriate, providing only that such announcements, descriptions, advertisements and use do not unduly disrupt or interfere with the Event. Notwithstanding the foregoing, if Licensee reasonably requests that the sound system inside the bowl area not be used for advertising purposes and/or the video screens inside the bowl area of the Facility be turned off during part or all of the Event for Event purposes, Licensor shall comply with such request.

29. UTILITIES

Air conditioning (including heat and air cooling) and illumination to be provided by Licensor pursuant to Section 17, shall be provided by the permanent equipment with which the Facility is equipped at such times and in such amounts as shall be reasonably necessary, in the sole and reasonable judgment of Licensor, during each performance for the comfortable use and occupancy of the Facility. If any services, including without limitation heat, air cooling, illumination, water or electricity, are furnished, with or without charges by Licensor to Licensee, Licensor shall in no event be liable for a failure to provide such services (i) during the repairing of any such equipment or apparatus in the Facility or (ii) as a result of any power shortage, irregularity, deficiency or outage affecting the Facility or the Event or any other cause beyond the control of Licensor. Licensee may, at Licensee's sole cost and expense, provide Licensor with power generators or other equipment acceptable to Licensor to be used by Licensor only in the event of any such occurrence in connection with the Event.

30. DEFAULT

(a) Each of the following shall constitute a default on the part of Licensee: (i) Licensee makes a general assignment for the benefit of creditors or takes the benefit of any insolvency act, or (ii) Licensee files a voluntary petition in bankruptcy, whether for the purpose of seeking a reorganization or otherwise, (iii) a receiver or trustee is appointed for Licensee or Licensee's property, or (iv) execution is issued pursuant to a judgment rendered against Licensee, or (v) this License Agreement is assigned to any person, firm or corporation other than Licensee or without the prior written consent of Licensor, which consent may be withheld in Licensor's absolute discretion, or (vi) Licensee defaults in the performance or observance of any of its obligations or agreements contained herein, including the agreement to make payments as provided herein. In the event of a default by Licensee, Licensor may, upon delivering of written notice to Licensee as set forth in Section 52 below, not less than a 48-hour written notice (or such lesser time as is reasonable if the Event is to take place less than 48-hours after the default) to Licensee, terminate this License Agreement and the Event. Upon such termination this License Agreement shall expire as fully and completely as if such date and time of expiration were the date and time definitely fixed herein for the expiration of the term and of this License Agreement, and Licensee shall then quit and surrender its rights to the Facility Facilities to Licensor, but Licensee shall remain liable as hereinafter provided. Licensor shall forthwith upon such termination be entitled to recover as its stipulated damages for such breach an amount equal to the License Fee per day for each day Licensee was to have used the Facility, together with an amount equal to the sum of all costs and expenses then incurred by Licensor with regard to the Event and this License Agreement.

(b) Licensor or any other person by its order may immediately upon expiration of this License Agreement as provided in subparagraph (a) above, or at any time thereafter, enter the Facility and

remove all persons and all or any property therefrom by summary unlawful or wrongful detainer proceeding, or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution, or damages therefor, and possess and enjoy Facility, including the Facility. In any case where, pursuant to the provisions of this License Agreement or by summary proceedings or otherwise, this License Agreement expires or is terminated before the Move-out Time, and in all cases of entry by Licensor, Licensor may, but shall not be required to, relicense the Facility or any part or parts thereof, as the agent of Licensee or otherwise, at any time or times during the term for whatever compensation or rent Licensor shall obtain, and Licensee shall, whether or not the Facility are relicensed or let, be and remain liable for, and Licensee hereby agrees to pay to Licensor as damages an amount equal to all amounts payable by Licensee to Licensor hereunder, less the amount thereof already paid and the net receipt of relicensing, and the same shall be due and payable by Licensee to Licensor hereunder. The words "enter" and "entry" as used in this License Agreement are not restricted to their technical legal meanings.

(d) In the event of a breach or threatened breach by Licensee of any of its agreements or obligations hereunder, Licensor shall have the right of injunction and the right to invoke any remedy allowed at law or in equity or otherwise as if entry, summary proceeding or other remedies were not provided for herein. Licensee shall not have the right of injunction or right to invoke any remedy available in equity with respect to any default by Licensor.

(e) In the event of entry by Licensor, Licensor at its option may store at the cost of Licensee any personal property of Licensee, or its servants, employees and agents then in or about Facility, but in such case Licensor shall not be obligated to store such property for more than 30 days and thereafter may dispose of such property in any way it sees fit, upon 10 days notice in writing to Licensee. Licensor shall be entitled to receive from Licensee all costs and expenses for storage of Licensee's property and if Licensor shall sell such personal property, it shall be entitled to retain from the proceeds thereof the expense of the sale and the cost of storage in addition to any other sums then due to Licensor by Licensee.

35. ADDITIONAL REMEDIES

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

36. PAYMENT ON DEFAULT

Any expense or damage which Licensor may incur or sustain by reason of Licensee's non-compliance with any of the provisions of this License Agreement shall be due and payable by Licensee to Licensor pursuant to the provisions of Section 39 hereof.

37. ADVERTISING AND SPONSORSHIP

(a) Other than as provided in subparagraph (b) below, Licensor retains exclusive rights to (i) all permanent signage and advertising opportunities (including without limitation all fixed and rotating

sign panels on scoreboards, vomitories, walls, seats and steps) inside the bowl area of the Facility, (ii) all in-house promotional programming on television monitors and electronic displays in and around the Facility, and (iii) all signage, advertising and promotional opportunities in all other areas of the Facility, whether temporary or permanent (including without limitation in the concourses, restaurants, plaza areas and parking lots in and around Facility).

(b) Licensee shall only be entitled to sell or otherwise grant sponsorship or advertising rights with respect to temporary signage and promotional opportunities within the bowl area of Facility. The placement of any temporary signage opportunities (including the form, size, location and appearance thereof) or the conduct of any promotions inside the bowl area of the Facility by Licensee or its agents shall be subject to the prior approval of Licensor, such approval not to be unreasonably withheld (provided that Licensor shall be entitled to withhold its approval on the grounds that any proposed advertising or promotion conflicts with any of the exclusivity rights granted to the Facility's sponsors). In no event shall Licensee engage in "ambush marketing".

38. ANCILLARY RIGHTS

(a) Nothing in this License Agreement shall be deemed a grant by Licensor of any rights to Exploit the Event. "Exploit" or "Exploitation" shall mean to exploit, or the exploitation of, the Event, to or at any point throughout the universe during any period, whether on a live, delayed or other basis, including any means of signal distribution, exhibition or recordation now known or hereafter created including, but not limited to: standard commercial or noncommercial over-the-air television or radio broadcast, cable television, over-the-air subscription or pay television, pay cable television, direct-by-satellite (DBS) television, master antenna television, closed-circuit television, pay-per-view television, webcasting or other Internet distribution, and all cassette, disc or other now known or hereafter existing home video and/or audio formats, and multipoint distribution service exhibitions, whether distributed by subscription, license, rental, sale or otherwise. For the avoidance of doubt, authorization, or consent to one form of Exploitation shall not be deemed authorization or consent to any other form. Each of such other forms shall require its own express authorization and shall be prohibited without such authorization.

(b) In the event Licensee (or any person other than Licensor) desires to Exploit the Event or otherwise film the Event, then Licensee shall, or shall cause such third party to, (i) obtain the prior written consent of Licensor and (ii) adhere to the following terms and conditions:

(A) Licensee agrees that anyone broadcasting and/or filming the Event shall bear all costs related thereto, including any applicable broadcast assessments or fees. Licensee further agrees to pay all costs and expenses arising out of said Exploitation or filming, including, but not limited to, stage crews and electricians as are necessary for the Event of the Exploitation, it being further understood that if by reason of Licensor's collective bargaining agreement with any union, any personnel used for the presentation of the Event or any other union personnel are required to be paid additional sums due to the Exploitation of the Event, Licensee will reimburse Licensor for any such additional sums for such personnel, including without limitation if any archival filming of the Event permitted by Licensor is later Exploited by Licensee or other third party. Licensor shall have no responsibility for the staffing and other costs associated with any of the foregoing.

(B) In no event shall Licensee, or any designee, licensee, agent, employee or independent contractor of Licensee, take any action or fail to take any action, in connection with the Exploitation or filming, which would or might interfere with or deleteriously affect any existing union jurisdictional arrangement relating to the Facility, or otherwise interfere with or deleteriously affect the regular business operations of the Licensor. Licensee represents and warrants that Licensee and its designees, licensees, agents, employees, and independent contractors will comply with all policies, rules and regulations of Licensor in this regard.

(C) Licensee agrees to indemnify and hold harmless the Indemnitees from and against any and all Claims, arising out of or in connection with (i) the filming or Exploitation, (ii) any labor dispute, work stoppage or threat of same relating to the filming or Exploitation, or (iii) the breach or alleged breach by Licensee or any designee, agent, employee or independent contractor of Licensee of any representation, warranty or agreement contained in this Section 38. Licensor shall have the right in its sole discretion to defend and/or settle any such Claim by counsel of its choice, and to the degree requested by Licensor, with the cooperation and assistance of Licensee, and the indemnity provided for above shall apply to any such defense or settlement.

(D) In the event that any portion of (i) any film, videotape or similar recording or broadcast of the Event, (ii) any other film, videotape or similar release which includes footage from such film, videotape or similar recording or broadcast of the Event or (iii) any title, packaging, label, marquee or promotional, marketing or advertising materials to be utilized in connection therewith, includes the Trademarks then, except as set forth in the following sentence, Licensee shall obtain the prior written approval of Licensor as to the content thereof prior to any exhibition, license, release, distribution, sale, exploitation or other use thereof by Licensee or any third party. Notwithstanding the foregoing, Licensor's approval shall not be required where the words "Norton Healthcare Sports & Learning Center" are used solely to designate the site of the Event; provided that the Trademarks used appears in a form provided or approved by Licensor. In no event shall Licensee use or permit the use by any other third party of any Trademarks in any manner which does or might bring Licensor or any of its affiliates into disrepute or which does or might affect the validity of the same. Any permitted use of the Trademarks hereunder by Licensee will inure to and for the exclusive benefit of Licensor.

(E) Licensee represents to Licensor that Licensee has obtained and will continue to maintain during the filming, the Exploitation and during its exploitation of any film, videotape or other Event of any film or videotape of the Event resulting from the Exploitation, all necessary rights and approvals from any third party (including, without limitation, any spectators, talent, athletes, celebrities or other persons present in the audience or on stage or otherwise participating during the Event or any marks, trademarks or other intellectual property rights contained in or around the Facility) in order to coordinate, produce, conduct and exploit the same and

to otherwise perform its obligations hereunder, and that the Exploitation and exploitation thereof will not infringe upon the rights, (proprietary, tangible, intangible or otherwise) of any third party or give rise to any claim of slander, libel, violation of civil rights, privacy or publicity or any similar such rights or any third party. At the request of Licensor, Licensee agrees to supply reasonable evidence to Licensor that such rights and approvals have been obtained.

(F) Licensor will be given a prominent credit in the beginning or lead-in and end titles of any broadcast, film, videotape or other Exploitation of the Event; and, to the extent practicable, in the body of such Exploitation (i.e., when returning from a commercial break during a broadcast). Such credit shall appear in substantially the following form: “[Live from][Presented at][Filmed at] Facility.” Licensor’s approval shall not be required where such credits are used solely to designate the site of the Events; provided that the Trademarks used appears in a form provided by Licensor. In no event shall Licensee use or permit the use by any other third party of blocking technology or the insertion of any virtual signage on either the exterior or interior of the Facility (including, without limitation, over any of the Facility’s permanent or temporary signage) during any filming or Exploitation of the Event.

(c) In the event Licensee (or other third party) does not Exploit the Event or does not have certain rights with respect to the Exploitation of the Event, then Licensor, in its sole discretion, may acquire any and all available rights to Exploit the Event from the artist, performer or act of the Event, or if appropriate, the other holders thereof. In the event Licensor acquires such rights to Exploit the Event, Licensor shall be entitled to retain all revenues generated therefrom. Licensee agrees to cooperate with Licensor in the event Licensor desires to acquire such rights in connection with the Event, and not take any action which would in any way impair such acquisition. Without limiting the generality of the foregoing, in no event shall Licensee acquire, or attempt to acquire, any such rights for its own benefits.

(d) Licensor shall have the right to use any photographs or footage of the Event for the purpose of promoting the Facility, subject to the approval of Licensee, which approval shall not be unreasonably withheld.

39. SETTLEMENT

(a) When Licensor is selling their own tickets and retaining all proceeds, Licensee shall pay \$2,500 of the Base License Fee upon execution of this agreement, due with 5 business days. Licensor will present to Licensee the estimate of Event Expenses no later than one week prior to the Move In date of the Event. No later than 72 hours prior to the Move In date of the Event Licensee shall pay the remainder 50% of the Base License Fee and estimated expenses. Within one week of the Move Out date of the Event, Licensor will present to Licensee the final settlement of License Fee and Event Expenses, (“Final Settlement”) with a deduction of the pre-paid Base License Fee and estimated Event Expenses showing the final payment due. Licensee agrees to examine the Final Settlement and to notify Licensor in writing of any error in the account or of any objection to any charge within five business days after delivery of the Final Settlement. Unless Licensee shall notify Licensor of any claimed error or objection within such five business days after its receipt of the Final Settlement, the Final Settlement shall be deemed to be a true, correct and

final statements of the account among Licensor and Licensee. Payment is due on the final, net expenses within one week of the Final Settlement being presented. A five percent (5%) late fee shall be charged for any late payment after twenty (20) days and shall continue to accrue at 5% per month until the outstanding balance is paid in full.

(b) When Licensor is handling all ticket sales on behalf of the Licensee, all receipts from the sale of admissions to the Event (“Box Office Receipts”), after the deduction by Licensor of all applicable fees and taxes (including, without limitation, the City of Louisville’s Admissions Fee and any business license fees) and credit card charges, shall be held by Licensor as its sole property until the preliminary box office settlement. Licensor may, however, in its sole and absolute discretion apply any such Box Office Receipts in payment of all sums of money which shall become due from Licensee to Licensor hereunder or by reason of Licensee's use of the Facility as provided herein, including, but not limited to, all amounts which shall become due Event Expenses. The aforesaid applications shall be deemed to have been made as and when said amounts become due, irrespective of the date upon which such application shall be made upon the books of Licensor. Prior to or immediately following the conclusion of the Event, Licensor shall provide Licensee with a preliminary box office statement and a statement setting forth estimates of Event Expenses to the extent available. Within 24 hours after the conclusion of the Event, Licensor shall (a) furnish Licensee with an updated preliminary box office statement and a preliminary settlement statement (setting forth estimated Event Expenses and any other available information pertinent to event settlement), and (b) shall make a preliminary settlement; provided, that Licensor shall be entitled to retain a reasonable contingency to assure proper final settlement. Within one week after the Event, Licensor shall furnish to Licensee a final box office statement and a final settlement statement (the “Final Statements”) showing all Box Office Receipts relating to Licensee's use of the Facility hereunder and the application of the same, and Licensor shall pay to Licensee such moneys as shall then be due to Licensee. Licensee agrees to examine the Final Statements and to notify Licensor in writing of any error in the account or of any objection to any charge within five business days after delivery of the Final Statements. Unless Licensee shall notify Licensor of any claimed error or objection within such five business days after its receipt of the Final Statements, the Final Statements shall be deemed to be a true, correct, and final statements of the account among Licensor and Licensee. To the extent that any amounts owing by Licensee to Licensor hereunder (including without limitation Event Expenses due under Section 4 hereof) are not fully paid by Licensee at the preliminary box office settlement, such amounts shall be reflected on the Final Statements and Licensee shall promptly pay such amounts within five business days after receipt of the Final Statements. Licensor shall have no obligation to pay Licensee any interest on Box Office Receipts held by Licensor in accordance with this Section 39.

40. COPYRIGHTS

Licensee represents and warrants that all copyrighted materials, music, equipment, devices, or dramatic rights used on or incorporated in the conduct of the Event will be used with the express permission of the copyright owner. The Licensee represents and warrants that it will use commercially reasonable efforts to ensure that any and all obligations under the copyright license shall be performed by Licensee. Licensee agrees to indemnify and hold harmless the Indemnitees from any and all Claims incurred by any one or more of the Indemnitees by reason of the use of any patented and/or copyrighted materials, music, equipment, devices, processes, or dramatic rights furnished or used by Licensee in connection with the performing of the Event under this License Agreement.

41. LABOR AGREEMENTS

Licensee shall not perform any work or employ any personnel in connection with the Event except if such work or employment conforms to labor agreements to which Licensor or its contractors are a party or which control labor activities at the Facility. At Licensee's request, Licensor will advise Licensee of pertinent provisions of such labor agreements. Licensor may, at its option, deny access to the Facility to any person whose admittance to the Facility could result in a violation of any such labor agreement.

42. REFUND

If Licensee shall for any reason fail to occupy or use the Facility as provided herein (for reasons other than a breach by Licensor of its obligations hereunder), no refund shall be made of any amounts paid by Licensee to Licensor hereunder, and the aggregate amount payable by Licensee to Licensor hereunder, including disbursements or expenses incurred by Licensor in connection herewith, shall be payable by Licensee to Licensor as provided in Section 39 above.

43. TERM

The term of this License Agreement shall commence on the date first hereinabove written and expire at the Move-out Time, unless terminated earlier or extended later as provided elsewhere herein.

44. SUBORDINATION

The provisions of this License Agreement and Licensee's right to the use of the Facility hereunder are hereby made subject and subordinate to the terms and conditions of the Management Agreement and any other current or future lease, mortgage, deed of trust or any other encumbrance granted by Licensor or under which Licensor or its affiliates may be operating the Facility. If Licensor's right to operate the Facility expires or is terminated, according to the terms of such Management Agreement, current or future lease, mortgage, deed of trust or other encumbrance, with or without fault on Licensor's part, or if Licensor's lessor, mortgagor, trustee or beneficiary under such current or future lease, mortgage, deed of trust, or creditor under any other encumbrance prevents the performance of this License Agreement, Licensor shall not be liable to Licensee in any way.

45. FORCE MAJEURE

The parties to this License Agreement will be excused from the performance of this License Agreement in whole or in part by reason of any of the following causes:

(a) When such Event is prevented by operation of law.

(b) If the Event does not take place because of the occurrence of a Force Majeure that prevents the performance under this License Agreement by Licensor or Licensee of a material obligation under this License Agreement. A "Force Majeure" shall include, without limitation, fire, flood, earthquake, public disaster, terrorist act, strike, labor dispute or unrest, accident, breakdown of electrical or other equipment, black-out, riot, war, insurrection, civil unrest, Act of God (including inclement weather), any act

of any legal or governmental authority, the illness or death of the performer, any breach of the Management Agreement by the Owner or other act or omission by the Owner that prevents or hinders the performance of Licensor's obligations hereunder or any other cause beyond the reasonable control of Licensor or Licensee. In the event performance is excused in accordance with the foregoing provisions, Licensee agrees to pay to Licensor any and all reasonable costs and expenses, including amounts provided for in this License Agreement, which have been incurred up to the time further performance is excused. Licensee hereby waives any claim for damages or compensation from Licensor should this License Agreement be so terminated. Notwithstanding the above, (x) Licensee may not rely on its own acts or omissions as grounds for delay in its performance, and (y) the absence of immediately available funds shall not be grounds for delay.

46. WAIVER

Waiver of one or more of the terms, provisions, conditions, or undertakings of this License Agreement shall be in writing and shall be restricted to its particular scope and shall not operate as a modification of this License Agreement.

47. SEVERABILITY

The invalidity or illegality of any part of this License Agreement shall not affect the validity or enforceability of any other part of this License Agreement.

48. NO PARTNERSHIP

The parties hereto are acting as independent contractors, and this License Agreement shall not create a partnership, joint venture, agency or employment relationship between the parties.

49. ASSIGNMENT

Neither this License Agreement nor any of the rights, duties or obligations of Licensee hereunder shall be assignable or delegable in whole or part, whether by operation of law or otherwise, by Licensee, without the prior written consent of Licensor. Any assignment or delegation or attempted assignment or delegation without such consent shall, at the election of Licensor, be void and of no force or effect. Licensor may assign and delegate its rights, duties and obligations hereunder to (a) any affiliate, or (b) any entity to which Licensor is assigning substantially all of its rights and responsibilities as the operator of the Facility ("Permitted Assignments") without the consent of Licensee. Any other assignment or delegation by Licensor other than a Permitted Assignment shall require the prior written consent of Licensee (provided, that the subcontracting by Licensor of any aspect of the operation of the Facility to a third party shall not constitute an assignment or delegation for purposes of this provision).

50. ENTIRE AGREEMENT

This License Agreement supersedes any previous agreements between Licensee and Licensor with respect to the presentation of the Event in the Facility, and upon the execution and delivery hereof any rights, duties, obligations and claims arising by reason of any such previous agreements shall be deemed terminated forthwith. In the event of an alteration or amendment of this License Agreement, the

alteration or amendment shall be in writing, shall specifically refer to this License Agreement and shall be signed by both parties in order for the same to be binding upon the parties.

51. CONSTRUCTION

This License Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without reference to its conflicts of law provision, and any dispute which may arise under this Agreement shall be submitted to the exclusive jurisdiction of the state or federal courts of Jefferson County, Kentucky.

52. NOTICES

Except as otherwise herein expressly provided, all notices and other correspondence or communication between the parties shall be in writing and shall be delivered, either in person, by facsimile, or by certified or registered mail, return receipt requested, postage prepaid, or by reputable overnight carrier (e.g., FedEx, UPS, etc.) to the parties at the following addresses or such addresses as noticed in compliance with this Section 52:

If to Licensor:

AEG Management West Louisville, LLC
3029 W. Muhammad Ali Blvd
Louisville, KY 40212
Attention: Eric Granger
Facsimile: 502.690.9010

with a copy to:

AEG Management West Louisville, LLC
300 Conshohocken State Rd
West Conshohocken, PA 19428
Attention: Legal Department

If to Licensee:

Jefferson County Public Schools
3332 Newburg Road
Louisville, KY 40218

53. LEGAL FEES

In the event any legal action is taken under this License Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees, cost of suit, and all other costs reasonably related to enforcement of its rights under this License Agreement.

54. COUNTERPARTS

This License Agreement may be executed in counterparts, each of which together shall constitute one and the same agreement.

55. CITY EXCULPATION

Licensee acknowledges that this License Agreement imposes no contractual obligation upon the Owner unless, until and only if the Owner expressly assumes the obligations of Licensor hereunder pursuant to the provisions of the Management Agreement; that the Owner (and its members, directors, officers, agents, employees, independent contractors and consultants as to the indemnities set forth in this License Agreement) is an express third party beneficiary of this License Agreement; and that in the event of a default under this License Agreement by Licensor, of any kind or nature whatsoever, Licensee shall look solely to Licensor at the time of the default for remedy or relief; and that no member, director, officer, employee, agent, independent contractor or consultant of the Owner shall have any liability hereunder.

IN WITNESS WHEREFORE, Licensee and Licensor executed this Event License Agreement on the date first above written.

LICENSEE:

LICENSOR:

Jefferson County Public Schools

AEG Management West Louisville, LLC

By: _____
Name:
Title:

DocuSigned by:
Marcus McAlpin
By: _____
Name: Marcus McAlpin
Title: AGM