

RUPP ARENA
EVENT LICENSE AGREEMENT #22616
Effective Date: April 7, 2026

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| Licensee's Name ("Licensee"): Fayette County Public Schools State of Formation: Kentucky Licensee's Address: 450 Park Place, Lexington, KY 40511 Contact Person Name: Jennifer Ward Contact Email: jennifer.ward2@fayette.kyschools.us Contact Phone #: 859-381-4100 | Facility ("Facility"): Rupp Arena at Central Bank Center 430 West Vine Street Lexington, KY 40507 Contact Person Name: Brian Sipe Contact Email: bsipe@oakviewgroup.com Contact Phone #: (859) 551-3067 |
| Description of event to be held ("Event") *: Fayette County High School Graduations Event Date: Thursday June 4 - Friday, June 5, 2026 <i>Three (3) ceremonies shall be held on each day at 10:00 AM, 2:00 PM, and 6:00 PM</i> *Licensee agrees that all parties involved shall be fully disclosed in this Agreement. | |
| Base License Fee ("Base License Fee"): U.S. \$30,000.00 Complimentary Tickets to Operator: N/A Facility Fee to Operator: N/A | Deposit Amount ("Deposit"): U.S. \$0 due by N/A |
| Area(s) of Facility that Licensee may use ("Licensed Premises") and dates of use, including load in/out, if applicable ("Term"): Rupp Arena Load In: Wednesday, June 3, 2026 Load Out: Friday, June 5, 2026 Licensed Premises Description: the Facility's available parking areas, seating facilities, access areas, public address system, scoreboard, sound systems, dressing rooms, press rooms, corridors, stairways, walks, lavatories. | |
| Merchandise Revenue Split: N/A Special Terms*: None *To the extent any Special Terms conflict with the attached Standard Terms and Conditions, the Special Terms herein shall control. | |

This Event License Agreement ("Agreement") is between (i) OVG Facilities, LLC d/b/a OVG360, a Delaware limited liability company ("Operator"), as agent on behalf of Lexington Center Corporation, a Kentucky corporation ("Owner"), and (ii) the Licensee set forth above.

Background

Owner is the owner of the Facility and has engaged Operator to manage and operate the Facility. Operator is authorized by Owner to license the use of the Facility to others for the purpose of holding certain events. The purpose of this Agreement is to set forth the terms and conditions on which Operator is granting Licensee a license to use the Facility for the purpose of holding the Event. By signing below, the parties acknowledge receipt and understanding of all the terms and conditions herein, including the attached Standard Terms and Conditions.



ACCEPTED AND AGREED as of the Effective Date:

LICENSEE

OVG FACILITIES, LLC, d/b/a OVG360
as agent on behalf of Lexington Center Corporation


By: _____

Print Name: _____

Title: _____

By: _____

Brian Sipe
General Manager

 4-14-26

STANDARD TERMS AND CONDITIONS: EVENT LICENSE AGREEMENT

1. Grant of License; Obligation to Hold the Event. Subject to the terms and conditions of this Agreement, Operator grants to Licensee a license to use the Licensed Premises. This license does not include any right to use the parking areas or non-public areas in and around the Facility, unless otherwise specifically designated by Operator. Licensee shall use the Facility to hold and present the Event within the Licensed Premises in accordance with the terms and conditions of this Agreement and all rules and regulations of Operator or Owner pertaining to the Facility (the "Facility Rules"), as modified from time to time upon notice to Licensee.

2. Term. The Term shall be as set forth above. If the Term is extended (which may occur only with the prior written consent of Operator) Licensee shall be solely responsible for all costs and expenses incurred or required in connection with such extension. In addition, if the Event (or any session thereof) runs beyond the agreed end time on any of the Event nights, or if load-out runs beyond the proscribed time, Licensee shall be liable for any additional expenses incurred by Operator, including but not limited to payments to union labor, if applicable.

3. Duties of Operator. Operator, at the cost and expense of Licensee except as otherwise set forth below, shall provide (or cause to be provided) the following in connection with the Event (the cost of which shall collectively constitute "Costs"):

(a) **Utilities.** Electricity and other utilities for lighting, heating, air conditioning, and other services used in conjunction with the Event (with reasonable allocations for Event use) and any set-up and removal related thereto.

(b) **Cleaning.** Cleaning and disinfecting of the Licensed Premises prior to the commencement of the Term, and cleaning and janitorial service during and immediately following the Event, the cost of which is included in the Base License Fee.

(c) **Support Personnel.** All customary and reasonably necessary support services, including, but not limited to, all ancillary staff necessary to hold the Event at the Facility (other than those being provided by Licensee hereunder), including ushers, doormen, emergency medical technicians (for patrons only), security guards and supervisors (including overnight security), change-over and set-up crew, house plumber, heating and air conditioning superintendent, electrician, carpenter, telephone operator, ticket takers and box office services for the day or evening of each session of the Event.

(d) **Additional Requested Items and Services.** Additional items, personnel, and services, other than those set forth above, which Licensee requests to be provided in connection with the Event and which Operator is reasonably able to provide, such as stagehands for set-up, take down and productions, additional production requirements, catering, and lighting and/or sound equipment other than the current sound or lighting system in the Facility, all of which shall be subject to the approval of Operator.

(e) **Parking.** Complimentary parking spaces (at no charge) as set forth on the cover page for each session of the Event, with additional parking to be mutually agreed and charged as a Cost.

(f) **In-House Equipment Inventory.** Spectator seating in standard configurations within existing seating platform/chair inventory and fire regulations; Up to two thousand (2,000) square feet of single tier staging or platform(s) for production purposes. Additional staging requirements, within Operator's existing inventory, will be available as an ancillary service; Dressing rooms for Facility events for change areas for performers, players, officials and support staff; Fabric drape (black) approximately fifty-five (55) feet high for use as a stage backdrop and/or a thirty (30) foot high drape for use to obscure upper arena seating in Rupp Arena is available. Cost of installation and removal shall be an ancillary service; A single fork lift will be made available to assist in setup and strike activities. The cost of a trained operator required and approved by the Operator, will be available as an ancillary service; Two (2) follow spotlights are available, if requested, for duration of the event. Additional spotlights within facility inventory shall be an ancillary service; The cost of a trained operator, approved by the Operator, will be available as an ancillary service; Electrical service for production and staging purposes is provided via electrical disconnect terminals at strategic locations within the Licensed Premises. Distribution of electrical service will be available as an ancillary service.

It is understood by Licensee that services, labor, and equipment will be provided only to the extent of existing available inventory and resources and in consideration of other Facility events and activities.

4. Duties of Licensee. Licensee shall, at its sole cost, provide (or cause to be provided) the following in connection with the Event:

(a) **Event Staffing.** All participants and staff required for the proper presentation of the Event, including but not limited to performers, performer medical staff, and any other staff required for the proper presentation of the Event which shall include, where applicable, sound system, lighting, staging, technical, catering and set-up personnel regularly employed by Licensee in presenting the Event.

(1) Licensee shall provide payment for two LFUCG Fire Marshalls to be on site during the entirety of the show.

(2) Licensee shall have at least one Representative on site from Load In to Load Out. Operator reserves the right to require a monetary penalty should the Licensee Representative fail to remain on site for the entirety of the Event Date.

(b) **Event Property; Deliveries.** All tangible items of property necessary for the proper presentation of the Event, including coordination of any and all deliveries for the Event and timely move-out following the Event to be completed prior to the termination of the Term.

(c) **Additional Support Services; Additional Event Items.** All necessary support services and/or Event items, including, but not limited to, all ancillary staff necessary to hold the Event at the Facility, other than those being provided by Operator, electrical distribution (including cabling, spider boxes and/or generators), magnetometers, directional signage, perimeter fencing, Wi-Fi/ Internet, additional production requirements, lighting and/or sound equipment other than the current sound and/or lighting system at the Facility, all of which are subject to the prior written approval of Operator, and any other additional items, personnel, and services, other than those listed above which Licensee may require for the presentation of the Event.

5. Fees; Deposits.

(a) **License Fee.** Licensee shall pay Operator the following amounts at settlement of the Event (collectively, the "Fee"):

(1) Base License Fee; plus

(2) Costs as set forth above, and any other expenses that Licensee is obligated to reimburse Operator for under this Agreement (including, but not limited to, advertising assistance, Catering, stagehands, Furniture, Show Required Rentals, Overnight Security, Event First-Aid (including EMT for Load In-Load Out), Credit Card Fees at Box Office Only, Insurance, Production (if needed), Runners, Vans, Towels, and any other required expenses not included in Base License Fee).

If the Base License Fee is calculated, in whole or in part, on a percentage of ticket sales, such percentage shall be assessed on the total gross proceeds from the sale of tickets to admission to the Event, less only applicable sales or amusement taxes.

(b) No Set-Off. Licensee shall pay Operator the Fee and any and all additional amounts due hereunder without abatement, deduction or set-off.

(c) Deposit. The Deposit shall be due and payable to Operator as set forth on the cover page and shall be nonrefundable (except as provided for in Section 16(b)). Such Deposit shall be credited to the Fee at settlement. Licensee shall not be entitled to the payment of any interest whatsoever on the Deposit. If at any time prior to the Event, Operator determines that the Deposit paid by Licensee plus the amount of ticket proceeds held by Operator is less than the estimated final Fee (based on a reasonable estimate of Costs), Operator may demand that Licensee pay an additional deposit up to the amount (when added to the Deposit and ticket proceeds then held by Operator) which would equal such estimated final Fee, in which case Licensee shall pay to Operator such additional deposit within 5 days of demand. Licensee's failure to make any additional deposit in accordance with this paragraph constitutes a Default (as defined below) hereunder.

(d) Settlement. Upon conclusion of the Event (or each session of the Event, if applicable), Operator and Licensee shall conduct a settlement where each party shall account to the other for all items of income and expense which are the subject of this Agreement and make payment to the other (if applicable) of any and all amounts due. In the case of a multi-session Event, in addition to settlement following each session of the Event, a final settlement shall be conducted within 7 business days following the expiration of the Term. Any amounts due to Operator which are not paid within 24 hours after the conclusion of the final settlement shall accrue interest at the rate of 1.5% per month (18% per annum), or the maximum rate permitted by law, whichever is less.

(e) Withholding. If Operator believes, in its sole discretion, that any of the artist(s), performer(s) or player(s) that are the subject of the Event or otherwise participating therein (each a "Performer") may be "non-resident aliens" (as defined in Section 7701(b)(1)(B) of the United States Internal Revenue Code ("IRC")), then Operator shall have the right, notwithstanding any provision of this Agreement to the contrary, to withhold up to 30% of any amounts owed to Licensee hereunder, for purposes of remitting such amounts to the United States Treasury in compliance with IRC Section 1441; provided, however, unless otherwise directed by a governmental authority, Operator shall not withhold any amounts in the event either (i) Licensee provides to Operator prior to the Event a written certification, in a form acceptable to Operator in its sole discretion, that there are no "non-resident aliens" (as defined under the IRC) performing at the Event, and Operator has no reasonable basis to believe otherwise, or (ii) Licensee has conducted such withholding directly with the applicable Performer pursuant to Licensee's performance agreement with such artist, and upon request, shall provide evidence to Operator documenting remittance by Licensee of such payment to the U.S. Treasury, or (iii) Licensee provides to Operator a copy of the signed Central Withholding Agreement between the IRS and such artist or withholding agent. In the event Operator does not withhold amounts under this Section 5(e), Licensee shall indemnify and hold harmless the Facility Parties for any Claims or Costs, including penalties, arising out of Licensee's or the Performer's failure to pay any required withholdings.

6. Marketing; Sponsorships.

(a) Marketing. Operator has no responsibility whatsoever to advertise or market the Event unless the parties agree otherwise in writing. Licensee, at its expense, shall provide the necessary personnel to, and shall use its reasonable best efforts to, market and promote the Event. All advertisements for the Event (including, but not limited to, all advertising publicity material, promotions material, press releases, posters, flyers, and handbills) (the "Advertisements") shall be produced by Licensee at its sole cost and expense. For each Advertisement, Licensee shall (i) make mention of the full and complete name of the Facility as the site of the Event; and (ii) shall include the standard Facility logo (as provided by Operator) positioned full width across the bottom, unless otherwise mutually agreed. All Advertisements shall be submitted to Operator for its prior approval before any distribution, which approval shall not be unreasonably withheld. Licensee acknowledges and agrees that, notwithstanding any marketing or other related assistance which may be provided to Licensee by Operator (although Operator is not obligated to provide the same), Operator has made no, and disclaims any purported or actual, representation or warranty as to the results or success which can be expected from the Event, including without limitation, ticket sales or the profitability of the Event, and thus Licensee acknowledges and agrees that Operator shall in no way be responsible for the actual results from or success of the Event. Licensee represents and warrants that it has all necessary rights, title, and license in and to any Advertisements, including the name of the Event, and that all advertising of the Event will be non-infringing, accurate, truthful, and will include the Event times and ticket prices (if applicable).

(b) Sponsorships. Without the prior written approval of Operator, which approval may be withheld in Operator's sole discretion, Licensee shall not permit any commercial banner, signage, advertisement, promotional announcement, or inflatables to be posted, made, or displayed outside or inside the Facility during the Term. Licensee shall not permit the sale or distribution of helium balloons or other inflatable items, bumper stickers, or any other items with adhesive surfaces, at, in or near the Facility. Subject to the provisions of this Agreement, Licensee shall have the right to sell sponsorship for the Event, with each such sponsorship subject to Operator's prior written approval, not to be unreasonably withheld. All revenues generated from the sale by Licensee of sponsorships shall be retained by Licensee.

7. Concessions; Merchandising

(a) Concessions Reserved to Operator. Except with respect to the souvenir and merchandise concessions described in Section 7(b) below, Operator reserves the right to sell (or permit a third-party to sell) and retain all the proceeds from the sale of food and beverages, parking, novelties, and all other concessions at the Event. Licensee shall not sell or distribute, whether on a complimentary basis or otherwise, any food, beverage or other merchandise and shall have no right to operate any concessions during the Event, without obtaining Operator's prior written approval, which approval may be withheld in Operator's sole discretion.

(b) Souvenir and Merchandise Concessions. Operator (or a third-party designated by it) shall sell all merchandise, souvenirs, and programs for the Event at prices that are mutually agreed upon between the parties. All proceeds from such sales, after deducting cost of sale (including Operator's labor), applicable taxes and licensing and inspection charges, shall be subject to the Merchandise Revenue Split set forth on the cover page. Prior to the commencement of the Term, Licensee shall deliver, or cause to be delivered, all souvenirs, merchandise, and programs to Operator. Licensee shall insure against and bear the risk of damage, theft or other loss of such merchandise, souvenirs, and programs whether or not it is in the possession or control of Operator at the time of, and shall be responsible for, all freight and transportation of such merchandise to and from the Facility. Contents of any programs shall be subject to Operator's reasonable approval. Licensee shall be solely responsible for ensuring that any such merchandise, souvenirs and programs do not infringe on the copyright, trademark, or other intellectual property rights of any third party.

8. Ticket Sales.

(a) Ticketing Company. Nothing in this Agreement confers on Licensee the right to sell or distribute tickets to the Event, it being understood that Operator retains the sole right to control the means and manner of sale and distribution of tickets. Licensee acknowledges the exclusive nature of the contract between Operator and its ticket sales company for events at the Facility and agrees that such ticket sales company shall provide all ticketing for the Event.

(b) Premium Seating. Licensee acknowledges that use of all 396 seats in premium seating areas in the Facility are not part of the Licensed Premises and that any revenue derived from the utilization or license of such premium seating areas in connection with the Event shall be reserved for Operator.

(c) Seating. All admittance into the Facility for the Event shall be by ticket only. The tickets will be offered on a "reserved seating" basis unless the parties mutually agree otherwise. The form and content of tickets shall be in accordance with any and all Facility Rules. Operator shall not permit tickets or passes in excess of the seating capacity of the Facility for the Event to be sold or distributed. Operator agrees that any seat with limited or impaired vision shall not be placed on sale unless written approval is received from Licensee and, if permission is granted, such tickets shall be clearly marked accordingly as "OBSTRUCTED".

(d) Malfunctions. No interruption or malfunction of the ticket system or the ticketing company's services shall be deemed a breach of this Agreement by Operator or render Operator liable for damages or entitle Licensee to be relieved of any obligations under this Agreement; provided, however, Operator agrees that it shall in good faith exercise all remedies available to it to enforce the terms of its agreement with the ticketing company if a breach thereof by the ticketing company negatively affects Licensee's ability to sell tickets to the Event, and shall coordinate with Licensee to take appropriate remedial action.

(e) Group Sales. If Licensee seeks the assistance of Operator with respect to group sales for the Event, Licensee shall pay Operator a 10% commission on the gross revenue derived from the sale of group sale tickets after the deduction of applicable sales and amusement taxes.

(f) Box Office Services. Operator shall provide box office services to Licensee at the Facility box office. Licensee shall reimburse Operator for the costs of any and all bank or merchant fees on tickets to the Event sold at the Facility box office.

(g) Complimentary Tickets. Licensee shall provide Operator, at no cost or expense to Operator, with the number of complimentary tickets set forth on the cover page, for each session of the Event, with locations of seats to be mutually agreed upon.

(h) Custodian of Receipts; Withholding Funds. Operator shall be the custodian of all ticket receipts, and Operator may apply all receipts (net of applicable taxes) towards the payment of the Fee and any other reimbursable expenses owed hereunder, including, without limitation, the Costs and any claims or damages for which Licensee may be liable.

(i) Ticketmaster. Licensee authorizes Ticketmaster to enable TM+ for this artist/concert.

9. Permits and Licenses.

(a) Governmental Permits. Licensee shall secure in advance, prior to commencement of the Term, all licenses, permits and approvals required under applicable laws in connection with its use of the Facility for the Event, including, without limitation, any licenses, permits or approvals required by the local Fire Department. If a minor or foreign national is scheduled to appear in the Event, Licensee shall, prior to the commencement of the Term, obtain all necessary employment certificates and other permits and authorizations required by law.

(b) Music Performance Licenses. Prior to the Event (unless Operator has notified Licensee in writing that Operator has already secured such licenses), Licensee shall procure, at its expense, all licenses required by any performance rights organizations, such as ASCAP, BMI, GMR and SESAC, for music or other works to be utilized or displayed in connection with the Event. Copies of such licenses and proof of payment therefor shall be provided to Operator upon request. In the event Operator secures such licenses, Licensee shall reimburse Operator for such expenses as a Cost hereunder, at settlement.

10. Broadcasting and Recording. Subject to Operator's prior written approval, Licensee may film, videotape, broadcast, or otherwise transmit the Event in any and all forms of media from the Facility (the "**Media Rights**") but excluding the image of the Facility in full, the Facility's name or logo, or the Owner's or Operator's name or logo, unless expressly approved by Operator in writing. Licensee shall be solely responsible for all costs and expenses related to the use or exercise of the Media Rights. A location/origination fee may be charged by Operator for the Media Rights, which fee shall be payable to Operator prior to the Event. Licensee shall cause all entities with which Licensee contracts in connection with the Media Rights ("**Production Companies**") to arrange with Operator in advance of the Term, any applicable terms and conditions (which must be satisfactory to Operator, in its sole discretion, and shall include, at a minimum an obligation to maintain certain levels of insurance as directed by Operator) under which such entities may have access to the Facility. Licensee shall be responsible to Operator for any claims or damage caused by the Production Companies.

11. Indemnification; Release of Liability; No Warranties.

(a) Indemnification. *To the extent allowed by law* Licensee hereby agrees to indemnify, defend, and hold harmless Operator, any and all Facility vendors, Owner, and any other present or future lender providing financing to, or in connection with, the construction or operation of, the Facility, and each of their respective successors and assigns, and all past, current, and future agents, representatives, servants, officials, regents, officers, directors or supervisors, consultants and employees of the foregoing (collectively, the "**Facility Parties**") from and against any and all claims, suits, losses, injuries, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees and expenses (collectively, "**Claims or Costs**") arising or alleged to arise, wholly or in part, from (i) any breach of this Agreement by Licensee, (ii) the exercise by Licensee of the privileges herein granted, or (iii) the acts or omissions, or violation of any applicable law, rule, regulation or order, of or by Licensee or any of its agents, owners, officers, directors, members, managers, representatives, contractors, exhibitors, employees, servants, players, guests, or invitees, participants or artists appearing in the Event (including support personnel engaged by Licensee in connection with the presentation of the Event), persons assisting Licensee (whether on a paid or voluntary basis) or any person admitted to the Facility by Licensee, during the Term or any other time while the Facility (or any part thereof) is used by or are under the control of Licensee (collectively, the "**Licensee Parties**"). It is further the intent of this Agreement that this indemnity provision shall apply to any claims made by employees of Licensee against Operator, and this Agreement is deemed a written agreement for indemnity under the workers' compensation laws of the commonwealth or state in which the Facility is located.

(b) Condition of Facility. Except as specifically stated herein, Operator makes no warranty or representation to Licensee of any kind (express or implied) regarding the suitability of or compliance with applicable laws, of the Facility, the Licensed Premises, or any portion thereof, as built, for any aspect of the use Licensee expects or intends to make of the Facility. Licensee further agrees that the Facility and specifically the Licensed Premises are being provided "AS IS", "WHERE IS" and "WITH ANY AND ALL FAULTS" and without warranty, express or implied, as to the merchantability or fitness for the use thereof for any particular purpose. Notwithstanding anything contained herein to the contrary, Operator shall provide the Facility in a good state of repair and shall be responsible for maintaining all building-related permits required for the day-to-day operation of the Facility.

(c) Risk of Loss. None of the Facility Parties shall be responsible or liable for any loss or damage to the personal property of Licensee or any Licensee Party in connection with Licensee's use of the Facility hereunder, except and to the extent any such loss or damage is due to the gross negligence or willful misconduct of Operator. Licensee acknowledges and agrees that all of its property or property of others in the Facility shall be used and/or stored in the Facility at the sole risk of Licensee, and Licensee on behalf of itself and each Licensee Party hereby waives and releases the Facility Parties from any and all Claims or Costs related thereto to the fullest extent permitted by law, except to the extent any such Claims or Costs are due to the gross negligence or willful misconduct of any Facility Party.

(d) Survival. The provisions of this Section 11 shall survive any expiration or termination of this Agreement.

12. Insurance.

(a) Required Coverage / Required Terms. Licensee, shall at its sole cost and expense, acquire and maintain throughout the Term, insurance as required on Exhibit A, attached hereto, and comply with all terms contained therein.

(b) Failure to Obtain Insurance. Operator shall have the right to prohibit Licensee or any subcontractor of Licensee from entering the Facility until certificates or other evidence that insurance has been obtained in complete compliance with this Agreement is received by Operator. In the event that Licensee fails to procure and present the required insurance, Operator shall have the right, but not the obligation, to do so on Licensee's behalf and at Licensee's expense and shall be entitled to reimbursement for the costs thereof as a Cost hereunder.

13. Default.

(a) Default by Licensee. The following events shall constitute a "Default" by Licensee under this Agreement:

- (1) breach by Licensee of any material representation, warranty or covenant set forth in this Agreement and not otherwise specifically addressed in subsections (2) through (8) below, which breach is not cured within 10 days following notice to Licensee of such breach, provided that in the event Operator may suffer irreparable harm as a result of Licensee's breach, or such breach occurs or is discovered within 10 days of the start of the Event, it shall not be required to give notice or wait any period of time before pursuing any remedies hereunder or under applicable law;
- (2) material violation of the Facility Rules;
- (3) any material misrepresentation by Licensee regarding the subject matter of the Event or materials used in connection with the Event (including any Advertisements);
- (4) total abandonment by Licensee of the Facility, or failure of Licensee to use the Facility on a performance day as contemplated herein;
- (5) failure of Licensee to obtain and maintain, when due, the insurance required hereunder or any license or permit required in connection with the Event;
- (6) the return of any Licensee check for insufficient funds;
- (7) cessation by Licensee of its business as a going concern, or the insolvency or bankruptcy of Licensee or the initiation of any bankruptcy or other insolvency proceedings by or against Licensee, or the appointment of a receiver or trustee for Licensee or Licensee's property; or
- (8) any attempt by Licensee to assign or transfer its rights or obligations (in whole or in part) in violation of this Agreement.

In the event of a Default by Licensee, Operator may terminate this Agreement upon notice to Licensee, and all monies held hereunder may be applied by Operator towards the payment of the Fee, sales or amusement taxes, or any other amounts owed to or by Operator in connection with the Event. Operator may, after the occurrence of a Default, enter and remove all persons from the Facility and all or any property therefrom, and, if such property is not collected within 48 hours' notice to Licensee thereof, Operator shall be entitled to sell such property as a setoff against monies owed to Operator hereunder. In the event of a breach or threatened breach by Licensee of this Agreement, Operator shall have the right of injunction and the right to invoke any other remedy allowed at law or in equity. Operator's rights and remedies set forth in this paragraph in connection with a Default shall be cumulative and shall be non-exclusive of all other right and remedies under this Agreement, at law or in equity, including without limitation the right to recover all damages suffered by Operator.

(b) Default by Operator. If Operator fails to perform or observe any of the material covenants, conditions or obligations in this Agreement, Licensee shall provide Operator with written notice specifying the failure with particularity, and Operator shall have 10 days from its receipt of such written notice to cure such failure unless such failure cannot be reasonably cured within such period, in which case such cure period shall be extended up to an additional 20 days so long as Operator is diligently seeking a cure. If such failure is not cured within such period, Licensee's sole and exclusive remedy shall be to terminate this Agreement in writing to Operator and receive a refund of any Deposit paid, less any expenses incurred by Operator in connection with the Event which shall be deducted therefrom.

(c) Limitation on Damages. Except with respect to indemnification obligations hereunder, neither party shall be liable to the other party for any special, incidental, consequential, punitive, or exemplary damages or lost profits, and each party's liability hereunder shall be limited to direct damages; provided that the foregoing shall not limit or restrict Operator in connection with a claim for any portion of the Base License Fee due hereunder, which shall be deemed direct damages.

14. Use of Facility.

(a) Return of Facility. Licensee shall not (and shall ensure that all Licensee Parties do not) mar, deface or injure any part of the Facility. Upon conclusion of the Term, Licensee shall deliver the Facility in as good condition and repair and in the condition received at the beginning of the Term, normal wear and tear excepted.

(b) Fire Code. Licensee must fully comply with the Fire Code of the locality in which the Facility is located and all rules and standards of the local Fire Department, which may require securing a license or permit to conduct certain activities contemplated under this Agreement. Use of combustible material by the Licensee Parties at the Facility is forbidden. Licensee shall not (and shall ensure that its employees, agents, and contractors do not) cover or conceal in any manner whatsoever from public view or access the fire-fighting equipment in the Facility, such as fire extinguishers and fire hose cabinets and exits.

(c) Hazardous Substances. Licensee and each Licensee Party are prohibited from allowing any hazardous substance to be brought into the Facility or surrounding property. If any governmental authority or other third party demands that a cleanup plan be prepared and that a cleanup be undertaken because of any release of hazardous substances that occurs as a result of Licensee's use of the Facility or entry on the surrounding property, Licensee shall, at Licensee's expense, prepare and submit the required plan and all related bonds and other financial assurances, and Licensee shall carry out all such cleanup plans. Licensee shall indemnify, defend, and hold harmless the Facility Parties from and against any and all Claims and Costs whether direct or indirect, incurred voluntarily or pursuant to any local, state or federal law, statute, regulation or order, for the cleanup, extraction, detoxification or neutralization of any release of any hazardous substance associated with or arising from the Licensee's use of the Facility or entry onto the surrounding property, except to the extent due to Operator's gross negligence or willful misconduct. Licensee's obligations under this paragraph survive termination or expiration of this Agreement.

(d) No Vehicles or Live Animals. No gasoline motor driven vehicles or live animals (other than service animals) are permitted in the Facility, unless approved in advance by Operator.

(e) **Access.** Operator and its authorized representatives shall have the right at all times to have access to all areas of the Facility. An authorized representative of Licensee shall be at the Facility during all times when it is in use by Licensee hereunder. Licensee shall provide all of its representatives and personnel with distinctive, visual identification (in a format approved by Operator in advance) which must be worn and visible at all times while at the Facility.

(f) **Control.** In licensing the use of the Facility to Licensee, Operator is not relinquishing its right to control the management of the Facility and to enforce all Facility Rules. Operator shall at all times have the right to limit the number of people attending the Event, for the purpose of ensuring the safety of people and property at the Facility. The decision of Operator as to the number of persons that can safely and freely move about in the Facility is final.

(g) **No Obstruction.** All portions of the sidewalks, entries, doors, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities of the Facility shall be kept unobstructed by Licensee and not used for any other purpose other than ingress or egress.

(h) **Disorderly Persons.** Operator reserves the right at all times to refuse admission to or cause to be lawfully removed from the Facility any disorderly or undesirable person, including, without limitation, Licensee's employees, agents, and contractors, as determined by Operator in its sole, but reasonable, discretion. If Operator lawfully exercises such authority, Licensee waives any and all claims for damages against the Facility Parties on account thereof. If the Event is cancelled by Operator, in its sole discretion, as a result of the disorderly conduct of any artist, participant or performer appearing at the Event, or for any of such party's refusal to perform (except in cases where the immediate safety of such parties is concerned or in connection with an Event of Force Majeure), Licensee shall be in breach of this Agreement and Licensee shall be responsible for the conduct and activities of any such artist, participant, or performer.

(i) **No Solicitations.** No collections, solicitations, raffles, or lotteries, whether for charity or otherwise, shall be made, attempted, authorized, conducted, or announced, as applicable, by Licensee at or around the Facility without the prior written consent of Operator, which consent Operator may grant or withhold in its sole discretion.

(j) **Safety Precautions.** Licensee acknowledges and agrees that Operator shall have the power to extinguish all utilities and order the evacuation of all or any portion of the Facility, or cause to be removed therefrom any person or group of persons, any materials, equipment, or other items if, in its sole judgment, danger is imminent or dangerous circumstances have already occurred and such action is necessary to secure the safety and welfare of persons or property. In such event, Licensee hereby waives and releases the Facility Parties from any and all Claims or Costs related thereto, except to the extent caused by the gross negligence or willful misconduct of any Facility Parties.

(k) **ADA Compliance.** Operator shall be responsible for ensuring that the structural aspects of the Facility, permanent improvements thereto and permanent building access, if so required, comply with Title III of the American's With Disabilities Act, as amended, and all similar applicable state and local laws (collectively, the "ADA"). Licensee shall be responsible for ensuring that any additions or modifications to the Facility made for the Event comply in all respects with the ADA, including accessibility, usability, and configuration insofar as Licensee modifies, rearranges, or adds to the Facility in order to accommodate its usage, including, without limitation, any reconfiguration of the seating areas. Licensee shall be responsible for providing auxiliary aids and services that are ancillary to its usage and for ensuring that the policies, practices, and procedures it applies in connection with the Event are in compliance with the ADA.

15. Facility Marketing. Licensee shall cause each Performer to grant to Operator, Owner, and each of their respective successors and assigns (collectively, "Facility Marketing Entities") the worldwide, perpetual, and irrevocable right and permission to use the Performer's name, likeness, signature, photograph, voice, performing persona, or other "indicia of identity" in connection with (i) the provision of information about events at the Facility, (ii) the promotion of any performance of Performer at the Facility, (iii) the solicitation and/or promotion of ticket sales to such performance and/or any merchandise, goods, or services associated with such performance, and (iv) general promotion of the Facility Marketing Entities, including, but not limited to the marketing of past, as well as future, performances or events at the Facility.

16. Loss of Use of Facility; Force Majeure.

(a) **"Event of Force Majeure" Defined.** "Event of Force Majeure" means any occurrence or condition beyond the reasonable control of the party asserting it that prevents such party from performing its obligations under this Agreement and may include, without limitation, fire, earthquake, flood, pandemic, epidemic, act of God, strike, lockout, or other labor dispute; provided, however, that under no circumstances shall the monetary inability of a party to perform be considered an Event of Force Majeure.

(b) **Loss Affecting the Facility or Event of Force Majeure Affecting Operator.** Should an Event of Force Majeure render the Facility, or any material part thereof destroyed or substantially damaged, and therefore render the fulfillment of this Agreement by Operator impractical, this Agreement shall terminate, and neither party shall be liable or responsible for any damage or loss caused thereby. In the event of termination pursuant to the foregoing, as Licensee's sole remedy, Operator shall return to Licensee the Deposit (or portion which has been previously paid) and any other uncommitted or cancellable advance payments received by Operator from Licensee, less any documented out-of-pocket costs incurred by Operator in connection with the Event (for which Licensee shall remain liable).

(c) **Event of Force Majeure Affecting Licensee.** Should Licensee be unable to take possession of the Facility or otherwise present the Event due to an Event of Force Majeure, either party may terminate this Agreement upon written notice, and neither party shall be liable or responsible for any damage or loss caused thereby. In the event of termination pursuant to the foregoing, as Licensee's sole remedy, Licensee shall receive a refund of any uncommitted or cancelable advance payments, with the exception of the Deposit, which is nonrefundable.

17. Miscellaneous.

(a) **Compliance with Laws; Facility Rules, Taxes.** Licensee shall comply with and shall cause all of the Licensee Parties to comply with, all laws, regulations, and ordinances applicable to it in connection with its performance under this Agreement as well as all Facility Rules ("Compliance Obligations"). These Compliance Obligations include, without limitation, compliance with all national, state, and local laws, regulations, ordinances as well as all Facility Rules implemented to reduce the risk of transmission of COVID-19. Unless otherwise expressly stated herein, any items or services provided by Operator to Licensee to assist Licensee in performing its Compliance Obligations shall be the sole responsibility of Licensee and reimbursable to Operator as Costs. Licensee agrees to pay promptly all taxes assessed on its activities at the Facility hereunder, including any sales tax on the payment of the Fee hereunder (which shall be in addition to the amounts due hereunder).

(b) **Governing Law; Consent to Exclusive Jurisdiction.** This Agreement shall be governed by the internal laws of the state or commonwealth in which the Facility is located, without regard to conflict of laws principles. Any action arising out of or in connection with this Agreement or the conduct, acts, or activities of the parties hereunder, shall be brought in the federal or state courts located in the state or commonwealth in which the Facility is located, and the parties hereby submit to the exclusive jurisdiction of, and venue in, those courts.

(c) **Management Agreement.** Licensee recognizes Operator is entering into this Agreement pursuant to its specific authority in the management agreement between Operator and Owner (the "Management Agreement") and to the extent such Management Agreement expires or is terminated, or Operator ceases for any reason to be the manager of the Facility, such event shall not give rise to any liability to Operator, and Operator shall cease to have any responsibilities or liability under this Agreement. In such case, this Agreement shall remain in full force and effect as between Owner (on a direct basis) and Licensee, and all performance hereunder by Operator shall be rendered by Owner or its designee, including the Facility's successor manager. If the Facility closes or becomes non-operational, Operator or Owner may terminate this Agreement without liability.

(d) **Power and Authority.** Each party represents and warrants to the other that: (i) it has full corporate power and legal authority to enter into and perform this Agreement; (ii) all necessary corporate approvals for the execution and performance of this Agreement by it have been obtained; and (iii) this Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms. Licensee further represents and warrants to Operator that Licensee has a valid, enforceable and binding written commitment from the Performer that is the subject of the Event (or its authorized agent or management company) for the performance of such Performer at the Event.

(e) **Assignment.** This Agreement shall not be assigned nor shall Licensee's right to use the Facility be sublicensed by Licensee without the prior written consent of Operator in each instance, which consent may be granted or withheld in Operator's sole discretion. Any attempt by Licensee to assign this Agreement or sublicense its right to use the Facility without the prior written consent of Operator shall be void. If any assignment or sublicense is permitted, Licensee shall cause the assignee or sublicensee to enter into an agreement, acceptable to Operator, whereby such assignee or sublicensee agrees to abide the terms and conditions of this Agreement. The term "assignment" or "sublicense" as used in this Agreement shall include any and all transfers of Licensee's interest in this Agreement, whether voluntary or involuntary and further include any change in or transfer of a majority of the equity interests in Licensee. Operator may assign this Agreement and/or its rights and obligations hereunder (i) to any person or entity who succeeds (whether by merger, consolidation or sale of assets or equity or the like) to all or substantially all of the business and properties of such party; or (ii) in connection with a corporate restructuring, to any parent, subsidiary or affiliate of Operator, and who carries on the business of Operator in substantially the same manner, or (iii) to any successor manager of the Facility.

(f) **Waivers.** No waiver shall be effective unless it is in writing and is signed by the party to be charged. No delay or failure to exercise any right or remedy accruing to any party shall impair any such right or remedy, nor shall it be construed as a waiver of any future right or remedy.

(g) **Notices.** All notices shall be in writing and shall be deemed delivered 3 days after deposit in the U.S. mail, certified, return receipt requested, to Licensee and Operator at the address set forth above (for Operator, Attn: General Manager), with a courtesy copy sent via electronic mail. A copy of all notices to Operator to be sent to OVG360, 5050 South Syracuse St., Suite 800, Denver, CO 80237, Attn: OVG360 Legal Department, Email: OVG360Legal@oakviewgroup.com.

(h) **Relationship of the Parties.** The parties are independent contractors, and nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship.

(i) **Severability.** If any provision of this Agreement is declared invalid or unenforceable by an arbitrator or court of competent jurisdiction, such provision shall be severed from the remainder of this Agreement, which shall remain in full force and effect.

(j) **No Warranties.** No officer, director, employee, agent, representative, or salesperson of either party, or any other third party, has the authority to make, has made, or will be deemed to have made, any representation, warranty, covenant, agreement, guarantee, or promise with respect to the financial success or performance, and/or other success, of the Event. Licensee hereby acknowledges and agrees that any assessment of the financial success or performance, and/or other success, of the Event is solely that of the Licensee's own determination and judgment.

(k) **Attorneys' Fees.** Except where prohibited by the laws or constitution of the state or commonwealth in which the Facility is located, in case any suit or action is instituted to enforce compliance with this Agreement, including all appeals, the prevailing party shall be entitled to recover from the non-prevailing party, as permitted by law, all reasonable costs incurred, including staff time, court costs, reasonable attorneys' fees, and all other related expenses, in addition to any costs and disbursements provided under applicable laws.

(l) **No Third-Party Beneficiaries.** There are no third-party beneficiaries of this Agreement, except that Licensee acknowledges each of Operator, as agent for Owner, and Owner, as principal, have a vested interest in this Agreement and each are entitled to enforce this Agreement directly against Licensee.

(m) **Entire Agreement; Counterparts.** This Agreement constitutes the entire agreement and understanding of the parties regarding its subject matter, and supersedes any and all prior agreements, understanding or communications between the parties whether oral or written. This Agreement may not be amended except by a writing signed by an authorized representative of each party. In the event of a conflict between the terms of this Agreement and the terms set forth in any exhibits or addenda attached hereto, the terms of this Agreement shall govern. This Agreement shall be binding upon and inure to the benefit of all successors and permitted assigns. This Agreement shall be binding upon and inure to the benefit of all successors and permitted assigns. This Agreement may be executed in any number of counterparts (including by .pdf), each of which will be deemed an original, but all of which taken together shall constitute one single agreement.

Exhibit A

Insurance Obligations

Licensee shall acquire and maintain in full force and effect, at its sole cost and expenses, for the duration of the Agreement the following insurance coverage:

1. Workers' Compensation. Workers' Compensation (or similar local scheme) insurance in accordance with the statutory requirements of the state or commonwealth in which the Facility is located. Such policy will provide coverage in the event any employee of Licensee sustains a compensable accidental injury while on work assignment at the Facility or in connection with the Event. Such policy will cover any employee, players, performers, and any borrowed, leased, or other person to whom such compensation may be payable by Licensee.
2. Employer's Liability. Employer's Liability Insurance covering bodily injury, death and disease, in the amount of \$1,000,000 each per accident, employee and policy limit with benefits afforded under the laws of the state or commonwealth in which the services are to be performed. Such policy will cover any employee, players, performers, and any borrowed, leased, or other person to whom such compensation may be payable by Licensee.
3. Commercial General Liability. Commercial General Liability Insurance written on an occurrence form, including but not limited to, bodily injury, premises-operations, property damage, products/completed operations, contractual liability, personal and advertising injury, and host liquor liability with limits of at least \$1,000,000 per occurrence, \$2,000,000 in the aggregate, which insures all operations of Licensee (including the operations of Licensee contemplated by this Agreement). Such insurance shall include blanket contractual liability, products and completed operations coverage, fire legal liability coverage and personal & advertising injury coverage.
4. Automobile Liability. Licensee shall maintain commercial automobile liability insurance, including coverage for the operation of owned, leased, hired, and non-owned vehicles, in the minimum amount of \$1,000,000 per accident, \$2,000,000 in the aggregate for personal injury and property damage (including with respect to load-in and load-out).
5. Umbrella Liability. Umbrella Liability on a follow form or at least as broad underlying insurance, at limits no less than \$5,000,000 per occurrence and aggregate in excess of the limits in 2, 3., and 4. above.

Additional Terms:

- Other than in connection with workers' compensation policies, each of the foregoing policies shall name Operator, Owner, and **OVG FACILITIES, LLC, LEXINGTON CENTER CORPORATION, LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT AND THEIR PARENTS, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES** as additional insureds.
- Certificates of Insurance. At least 30 days prior to the Event (or immediately upon execution hereof, if less than 30 days remain before the Event), the Licensee shall provide to the Operator certificate(s) of insurance evidencing the coverages set forth above, and compliance with each these Additional Terms.
- Insurance policies shall: (i) be issued by insurance companies authorized to do business by the State in which the Facility is located, and have an A.M. Best rating of at least A-VIII or better for the duration of the Agreement, (ii) include a waiver of subrogation in favor of the Facility Parties and (iii) be primary and non-contributory with any available insurance policies and programs of self-insurance of the Facility Parties.
- Licensee shall not cancel or otherwise modify policies set forth above without 30 business days' prior written notice to Operator and shall provide at least 10 days' written notice in the event of a non-payment of premium by Licensee.
- The insurance required hereunder does not represent that the coverages and limits are adequate to protect Licensee and all policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved.
- The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to any Facility Party, including without limitation the contractual obligation to indemnify and defend the Facility Parties, and failure to request evidence of this insurance or failure to review such evidence shall not be construed as a waiver of Licensee's obligation to provide the insurance coverage specified.
- The insurance limits required hereunder may be obtained through any combination of primary and excess or umbrella liability insurance. Any coverage that is on a claims-made basis shall be maintained for at least 3 years following the Event.

