

**VILLAGE OF BENSENVILLE
ICE ARENA AND FACILITY USAGE LICENSE AGREEMENT**

This Ice Arena and Facility Usage License Agreement (hereinafter the “Agreement”) is made and entered into by and between the Village of Bensenville, a municipal corporation (hereinafter the “LICENSOR”) and Chicago Hockey, LLC, an Illinois Limited Liability Company (hereinafter the “LICENSEE”) (collectively the “Parties”), on the date the Agreement is fully executed by the Parties.

WITNESSETH:

WHEREAS, the LICENSOR owns a public multi-use complex known as The Edge II Ice Arena (hereinafter the “Arena”); and

WHEREAS, the LICENSEE owns and operates a hockey team known as the Chicago Steel and desires to enter into this Agreement with the LICENSOR for a certain license to use the Arena and its facilities; and

WHEREAS, the Parties desire that this Agreement shall set forth their full and complete understanding of the terms and conditions under which the LICENSEE will schedule and play home games, hold practices, conduct other LICENSEE-sponsored activities, and use certain portions of the Arena as provided for herein.

NOW, THEREFORE, in consideration of the premises, the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are expressly acknowledged, the Parties, each intending to be legally bound, do hereby mutually agree as follows:

TERMS AND CONDITIONS

**ARTICLE I
(DEFINITIONS)**

1.1 Arena. The term “Arena” shall mean the ice surface and related facilities commonly known as The Edge on Jefferson Street Arena, located at 735 Jefferson Street, Bensenville, Illinois 60106.

1.2 Facilities. The term “Facilities” shall mean the Arena ice surface, Locker Rooms and the Weight Room located within the Premium Locker Room.

1.3 Hockey Game. The term “Hockey Game” shall mean a competitive sporting event conducted at the Arena that consists of a four-hour period and any necessary overtime play occurring in the pre-season, regular season and post season as scheduled by the League.

1.4 Hockey Season. The term “Hockey Season” shall mean and include at least thirty-one (31) regular season games, as scheduled by the League and any all-star, play-off or post-season games or tournaments, and in any case shall terminate no later than May 18th of any calendar year.

1.5 Ice Maker. The term “Ice Maker” shall mean a truck-like vehicle used to clean and smooth the surface of the ice rink.

1.6 Ice Make Time. The term “Ice Make Time” shall mean the time it takes for the Ice Maker to clean and smooth the surface of an ice rink.

1.7 League. The term “League” shall mean and include the United States Hockey League (hereinafter the “USHL”), or any successor or substitute association of hockey teams to which LICENSEE may hereafter belong or become affiliated. LICENSOR’S approval is necessary prior to any league modifications or transformations.

1.8 Locker Rooms. The term “Locker Rooms” shall mean the two (2) locker rooms dedicated for the use of visiting teams and the Premium Locker Room.

1.9 Premium Locker Room. The term “Premium Locker Room” shall mean the Locker Room formerly used by The Chicago Blackhawks and shall include the locker room, trainers room, shower area, washrooms, sauna and laundry room.

1.10 Team Merchandise & Novelties. The term Team “Merchandise & Novelties” shall mean any and all articles of clothing as well as any and all items such as pennants, posters, buttons, sticks, pens, mugs, etc., which bear the name and/or logo of the hockey club operated by LICENSEE, and the name and/or logo of the League.

1.11 Weight Room. The term “Weight Room” shall mean the weight training area located within the Premium Locker Room.

ARTICLE II (TERM)

2.1 The term of the Agreement shall be one (1) year beginning on September 1, 2014 and shall terminate on August 31, 2015. Thereafter, the License will automatically renew for two (2) successive twelve (12) month periods, unless either party provides written notice of termination. Such notice must be provided not less than one five (5) months before the expiration date of the initial term or not less than five (5) months before first anniversary date of the expiration date of the initial term. The Licensee shall be subject to a 3% rate increase in each subsequent year of the agreement.

ARTICLE III
(USE OF THE ARENA)

3.1 Scope of License. Subject to the terms and conditions of this Agreement, LICENSEE is authorized by LICENSOR to use the Arena Ice, Arena Locker Rooms with internal offices, and non-exclusive use of the weight Room located in the Premium Locker Room for the purpose of regularly scheduled hockey games, practice sessions, and try-out camps during the Hockey Season, and for no other purpose whatsoever, without the prior written consent of LICENSOR.

3.2 LICENSEE Payment. LICENSEE shall make an annual payment to LICENSOR in the amount of Seventy Thousand and 00/100 Dollars (\$70,000.00) with an annual 3% escalator for the following:

- (a) Use of the Premium Locker Room; and
- (b) Game Ice Time for thirty-one (31) games starting at 6:50 p.m. and ending at 10:50 p.m. at the West Arena on Fridays and Saturdays; and
- (c) Practice Ice Time for the period defined as the season in accordance with USHL bylaws on weekdays from 1:20 p.m. to 3:20 p.m.; and
- (d) Game day practice time for visiting teams depending on availability; and
- (e) Try-out camp for skaters and goalies lasting one week in June; and
- (f) Youth Hockey School lasting one week in July; and
- (g) After Game Ice Time for four (4) Hockey Games scheduled on a Friday or Saturday evening; and
- (h) Use of former Acceleration room as office space.

3.3 Payment Schedule. LICENSEE shall make payments to LICENSOR on the following payment schedule:

- (a) Upon execution of this Agreement, Thirty Five Thousand Dollars (\$35,000.00).
- (b) December 1, 2014, Twenty-five Thousand (\$35,000.00).

3.4 Additional Payment. Any additional ice time beyond that contemplated in paragraph 3.2 shall be purchased by LICENSEE at a rate of Two Hundred Dollars (\$200.00) per hour plus the applicable 5% Village Amusement Tax.

3.5 Practice Ice Time.

(a) LICENSEE practice ice time shall be subject to availability and shall include an intermission ice make and a 10-minute ice make upon the conclusion of the practices. Practice time reservations shall be made through LICENSOR.

(b) Any and all practice ice time fees paid prior to the execution of this Agreement are not refundable and shall be considered separate and apart from and deemed paid over and above any fees to be paid pursuant to this Agreement.

3.6 Ice Time After Hockey Games. Ice time shall be made available to LICENSEE up to four (4) times during the hockey season for thirty (30) minutes after a hockey game, not including ice make time, at no additional charge provided that LICENSEE deliver ninety (90) days advance notice to LICENSOR for approval.

3.7 LICENSEE Sponsored Try-out and Youth Hockey Camps. LICENSEE is entitled to host a one-week try-out camp in June and a one-week youth hockey school in July. Any additional ice for camps, clinics, tryouts, evaluations, seminars, or practices outside of the hockey season are subject to an ice user rate of Two Hundred Dollars (\$200.00) per hour, plus a 5% Village Amusement Tax.

3.8 LICENSEE'S Use of the Premium Locker Room. LICENSEE shall use the Premium Locker Room for hockey games. LICENSOR shall provide cleaning services for the Premium Locker Room.

3.9 Repairs and Modifications of Arena Facilities. LICENSEE agrees that it shall pay and be liable for all repairs, renovations and replacements to any portions of the Arena Facilities, including but not limited to fixtures and equipment made necessary as the result of any LICENSEE-sponsored events. Further, LICENSEE shall be responsible for any and all modifications to Arena Facilities performed by LICENSEE without the prior written consent of the LICENSOR. In the event of any such modifications, LICENSEE shall, at its expense, return modified Arena Facilities to their condition existing prior to LICENSEE'S use.

3.10 Off-Ice Training.

(a) Off-Ice training, including but not limited to stretching or calisthenics, is prohibited from any common area within the Arena.

(b) The Weight Room shall to be used exclusively for all off-ice training exercises. LICENSEE shall be given priority scheduling to use the off-ice training room and must submit requested schedule to LICENSOR's facility scheduler. LICENSEE recognizes that LICENSOR has existing License Agreements with other organizations which also schedule off-ice training in the weight room. LICENSEE acknowledges that advance notification of such schedule requests is required to allow other organizations sufficient time to plan their annual season training schedule accordingly. LICENSOR shall provide regular cleaning of the Weight Room.

3.10 LICENSEE practice times shall be from 1:20 pm to 3:20 p.m. during the USHL season, and game dates/times shall be in accordance with the USHL schedule. LICENSEE recognizes that LICENSOR has existing License Agreements with other organizations which also schedule practice and game times in the Arena, thus available ice times provided for herein are subject to existing License Agreements.

ARTICLE IV
(STAFFING & SERVICES)

4.1 LICENSEE shall be responsible for appropriate security for each and every LICENSEE hockey game.

4.2 For each LICENSEE Hockey Game, LICENSEE shall be responsible for any additional game operations staff above and beyond the normal requirements of operating an ice arena.

4.3 LICENSEE shall be responsible for appropriate medical/training personnel at each and every LICENSEE hockey game.

ARTICLE V
(PARKING)

5.1 LICENSOR shall make available a minimum of five hundred (500) and a maximum of nine hundred (900) parking spaces to accommodate fans attending LICENSEE hockey games.

ARTICLE VI
(SCHEDULING)

6.1 LICENSOR shall attempt to meet the USHL scheduling requirements, subject to the limitations provided in Section 3.9 of this Agreement. LICENSEE shall provide the scheduling requirements to LICENSOR as soon as they are available.

6.2 LICENSEE understands and agrees that any additional dates, times, and/or rates concerning the use of the Arena must be negotiated with LICENSOR.

6.3 The following persons shall be authorized to schedule ice time with LICENSOR, and make any cancellations binding upon LICENSEE: Director of Hockey Operations or his designee, Head Coach/General Manager or his designee. All such changes must be made in writing by the LICENSEE and approved in writing by the LICENSOR.

ARTICLE VII
(SALES AND ADVERTISING)

7.1 Skyboxes.

(a) LICENSEE shall have the right to market, promote, license and retain fees associated with the license of eight (8) skyboxes located within the Arena to third-party users for LICENSEE hockey games, provided that any third-party skybox license shall be subject to a written license agreement between LICENSEE and a third-party user requiring that:

(1) The third-party user shall purchase a minimum Twenty Five and 00/100 Dollars (\$25.00) food/beverage order per skybox per game from the Licensor's official food and beverage vendor; and

(2) The food/beverage order shall be paid only by credit only. Cash payment will be accepted only upon written request; and

(3) The third-party user shall remit to LICENSOR credit card information as security for payment of any food/beverage order, in advance of skybox use, and that said user shall be charged on such security for any food/beverage orders remaining unpaid fourteen (14) calendar days after the date of invoice; and

(4) The third-party user shall place order within a forty eight (48) hour window of the game. Failure to do so within the specified time frame will result in an automatic package order totaling the value of the minimum food order requirement; and

(5) Ten (10) exemptions from the minimum food order will be granted at LICENSEE'S sole discretion but based upon goodwill for any charitable organization; and

(6) The required food/beverage order shall be non-refundable.

(b) LICENSOR shall have the exclusive right to market, promote, license and retain any such fees concerning one (1) skybox located within the Arena to third-party users for LICENSEE hockey games.

7.2 Ticket Sales. LICENSEE shall have the right to retain all walk-up and advance ticket sales for LICENSEE Hockey Games.

7.3 Advertising and Promotions.

(a) LICENSEE shall have the right to license advertising space on the West Rink dasher boards, the West Rink restroom, the West Rink Stair kick plates, the skybox fronts and the Ice Maker to be used during LICENSEE Hockey Games upon LICENSOR'S right of first refusal. LICENSEE is aware that all advertisements and building modifications must be cleaned and repaired at LICENSEE'S expense, upon conclusion of each operating year, to the condition existing prior to LICENSEE'S use.

(b) LICENSOR shall have the exclusive right to advertise and promote in and around the Arena during LICENSEE Hockey Games other than areas specified pursuant to this Section.

(c) The Party that advertises and promotes pursuant to the terms of this Section shall retain all proceeds from such advertising or promotion.

(d) LICENSEE shall provide the LICENSOR monthly reconciliation reports of gross advertising revenues, commissions, and retainers, with the Parties agreeing to maintain the confidentiality of such reconciliation reports.

7.4 Food and Beverage Sales. LICENSOR shall collect and retain all gross proceeds from any food or beverage sales conducted within the Arena.

ARTICLE VIII
(CHICAGO STEEL PROGRAMS)

8.1 Sale and Revenue. LICENSEE shall have the exclusive rights to produce and sell team and event related publications including but not limited to programs, yearbooks and score books and to retain any and all revenues generated from any such sales.

8.2 Space. LICENSOR shall provide space for LICENSEE to sell such publications at each game throughout the building to include the public stands.

ARTICLE IX
(CHICAGO STEEL MERCHANDISE & NOVELTIES)

9.1 Sale and Revenue. LICENSEE has the exclusive right to sell team merchandise and novelties, and to retain any and all profits from the sale of such team merchandise and novelties.

9.2 Space. LICENSOR shall provide space in the *Edge Starts Here* Pro Shop for LICENSEE to sell team merchandise and novelties.

ARTICLE X
(INSURANCE)

10.1 LICENSEE shall secure at its own expense and provide LICENSOR a Certificate of Insurance naming LICENSOR as Additional Named Insured and shall be in such form and amounts (not less than \$3,000,000.00) as are acceptable to the LICENSOR.

ARTICLE XI
(INDEMNIFICATION GENERAL)

11.1 Assumption of Risk. LICENSEE accepts and clearly understands that there are inherent and other risks involved in the activities of hockey and/or ice-skating and that injuries are a common and ordinary occurrence of these activities. LICENSEE freely assumes any and all risks to itself, its members, competitors, and/or affiliates while these parties are participating in these activities on the Arenas premises.

11.2 LICENSEE shall defend, and indemnify and hold harmless LICENSOR and its assigns, and its officers, officials, members, agents, from and against all claims, damages liabilities, and expenses, including costs and attorneys fees, arising from bodily injury, and personal injury expenses, including death at any time resulting therefrom, sustained by any person or persons or on account of damage to property including loss of the use

thereof, arising out of or in consequence of LICENSEE'S performance of this agreement, provided such injuries to persons or damage to property is due to the negligent or intentional acts or omissions of LICENSEE, its officers, members, employees or agents. The provisions under this paragraph, however, shall only apply in proportion to and to the extent of such negligent or intentions acts or omissions.

11.3 LICENSOR shall defend, indemnify and hold harmless LICENSEE, its officers, agents, and employees from and against all claims, damages, liabilities, and expenses, including costs and attorneys fees, arising from bodily injury, personal injury including death at any time resulting there from, sustained by any person or persons or on account of damage to property including loss of use thereof, arising out of or in consequence of LICENSOR'S performance of this Agreement, provided such injuries to persons or damage to property is due top the negligent or intentional acts or omissions of the LICENSOR, its officers, officials, members, employees, or agents. The provisions under this paragraph, however, shall only apply in proportion to and the extent of such negligent or intentional acts or omissions.

ARTICLE XII (TERMINATION/DEFAULT)

12.1 Termination Date. This Agreement shall terminate on August 31, 2015 provided that written notification of termination has been executed prior to March 30, 2015.

12.2 Failure to Pay Fees, Costs, Reimbursements and Expenses. LICENSOR shall serve written notice upon LICENSEE of LICENSEE'S failure to pay any fees, costs, reimbursements and expenses as required under this Agreement. LICENSEE'S failure to pay, in full, any fees, costs, reimbursements and expenses as required under this Agreement, within five (5) calendar days of receipt of such notice, shall be cause for termination of this Agreement without further notice, provided that this remedy of termination shall be in addition to any other remedies provided by law or under this Agreement.

12.3 Other Default. The non-defaulting Party shall serve written notice upon the defaulting Party of a default of any term or condition of this Agreement. Failure to cure such default within thirty (30) calendar days of receipt of such notice shall be cause for termination of this Agreement by the non-defaulting Party without further notice, provided that this remedy of termination shall be in addition to any other remedies provided by law or under this Agreement.

12.4 Attorneys Fees. If any Party institutes any suit or action to enforce its rights hereunder, the prevailing Party in such suit or action shall be entitled to recover from the non-prevailing Party whatever sum the court may award as reasonable attorneys fees and court costs in such suit or action and in any appeals therefrom.

12.5 Jurisdiction and Venue. Any dispute arising from this Agreement shall be resolved in the 18th Judicial Circuit Court, DuPage County, Illinois.

ARTICLE XIII
(ASSIGNMENT)

13.1 Neither this Agreement, nor the rights, privileges, duties, nor obligations of the parties hereunder may be assigned or delegated without the prior written consent of all other parties.

ARTICLE XIV
(ENTIRE AGREEMENT)

14.1 This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter herein contained. There are no other agreements or understandings between the parties hereto, whether oral or written, regarding the subject matter hereof, which have not been embodied herein or incorporated herein by reference.

14.2 No rights, benefits, proceeds, revenues, reimbursements or other entitlements of any kind or type, whether arising or existing at the time of or after the execution of this Agreement, other than those specifically granted in this Agreement, shall in any way accrue to the benefit of LICENSEE unless upon the prior written consent of LICENSOR, which consent the LICENSOR may grant or withhold in LICENSOR'S sole discretion for any or no reason.

ARTICLE XV
(SEVERABILITY)

15.1 If any provision of this Agreement shall be waived or be determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain binding and in full force and effect.

ARTICLE XVI
(NOTICE)

16.1 Any and all notices required or permitted to be given hereunder may be given by personal delivery, or by facsimile followed by express mail delivery, or by mailing. If personally delivered, notice shall be deemed given when actually received; if by facsimile, notice shall be deemed given when actually received; if by mail, notice shall be deemed given when deposited with the U.S. Postal Service, first class postage prepaid, certified or registered mail return receipt requested, and addressed as follows:

If to LICENSEE:

Chicago Hockey, LLC
Bruce C. Liimatainen, Managing Member
735 E. Jefferson Street
Bensenville, Illinois 60106

If to LICENSOR:

Village of Bensenville
Michael Cassady, Village Manager
12 South Center Street
Bensenville, IL 60106

With a Copy To:

Patrick K. Bond, Village Attorney
Bond, Dickson & Associates P.C.
400 S. Knoll Street, Unit C
Wheaton, Illinois 60187

ARTICLE XVII
(FURTHER REPRESENTATIONS)

17.1 Authority. The Parties and each of them, by their signatures below, represent and warrant that they each have the full right, power and authority to enter into this Agreement and to perform their obligations hereunder; and this Agreement is valid and binding upon and enforceable against them, their heirs, successors and assigns in accordance with its terms. At the time of execution hereof, the parties and each of them shall provide to the others certified copies of corporate resolutions or other enabling resolutions authorizing execution of this Agreement.

17.2 Contract Interpretation. Each Party represents that they have mutually drafted this Agreement and that the rule of contract interpretation construing a contract against the drafter shall not apply.

17.3 No Third-Party Beneficiaries. The Parties agree that no third-party shall have any rights or benefits under this Agreement.

17.4 Counterparts. The terms of this Agreement are contractual and not a mere recital. This Agreement may be executed by the Parties in one or more counterpart originals, each of which shall be considered part of the same original document.

space left intentionally blank

VILLAGE OF BENSENVILLE

Attest:

By: Michael Cassady, Village Manager

Ilsa Rivera-Trujillo, Village Clerk

Date: _____

Date: _____

CHICAGO HOCKEY, LLC

Attest:

By: Bruce C. Liimatainen, Managing
Member

Secretary

Date: _____

Date: _____