

FIRST INTERSTATE ARENA
AT METRAPARK
SUITE LEASE AGREEMENT

Suite # _____

This Suite Lease Agreement (the “Agreement” or the “Lease”) is made and entered into on this ____ day of _____, by and between MetraPark as the manager and operator of the MetraPark Arena (“Lessor”) on behalf of Yellowstone County (“Owner”) and _____, a Montana corporation, executing this Agreement as the “Lessee” hereunder.

WITNESSETH:

FOR AND IN CONSIDERATION OF the mutual covenants and agreements set forth in this Agreement, Lessor, Owner and Lessee do hereby agree as follows:

ARTICLE 1: SUITE LEASE

(a) Subject to the terms hereof, Lessor grants Lessee the exclusive right and lease to use the Suite described in Exhibit 1 (the “Suite”) during all events held at the MetraPark Arena, a multi-purpose sports and entertainment facility located at 308 6th Avenue North, Billings, Montana 59101, (the "Arena"), but not including any Excluded Activities. For purposes hereof, (i) "Events" shall mean all Arena events open to the general public for viewing or participation for an admission charge, except Excluded Activities, and (ii) "Excluded Activities" shall mean all non-public events where no individual or group tickets are available for purchase, including, but not limited to, political conventions, all private activities held in the Arena and all Events for which Lessee has not acquired any tickets as contemplated under Article 4 hereof.

(b) During periods when Lessee is utilizing the Suite, Lessee and its guests shall also be entitled to use (i) the private lounges (if any), corridors, concession kiosks, restroom facilities and other common public areas located in the Arena (collectively, the “Common Areas”), and (ii) two (2) parking passes that will give Lessee access to a reserved/assigned area adjacent to the Arena, as depicted in Exhibit 2. Lessee's right to use the Common Areas is non-exclusive and shall be in common with all other persons that Lessor permits to use such areas. Lessor shall have the right to change, alter, reconfigure and close (temporarily or permanently) any portion of the Common Areas, without liability or responsibility to Lessee and without releasing Lessee from any of its obligations, covenants or agreements hereunder.

(c) Benefits to the Lessee under this lease include:

- (i) Bypass of ticketed entry lines with exclusive entry at stairwell;
- (ii) Easy access through stairwell staffed by an attendant;
- (iii) Lounge access;
- (iv) Access to free soft drink machine;

- (v) Exclusive bar access & service;
- (vi) Exclusive food ordering;
- (vii) Exclusive restroom access; and
- (viii) Free water stocked in suite refrigerator.

(d) Lessor hereby reserves the right to use the Suite and to permit other parties to use the Suite during Excluded Activities, with prior approval from the Lessee, without any liability or responsibility to Lessee, except Lessor shall clean the Suite and repair any damage thereto which occurs during the Excluded Activity.

(e) During the term of this Agreement, the Lessee shall not be entitled to privately sublet the Suite for any event or period of time whatsoever. If it is determined by the Lessor or Owner that such a transaction took place, this Agreement shall be terminated, with any prorated share of Lease payments remaining for the term refunded to the Lessee by the Lessor. As outlined in Article 14, the Lessor, may sublet the Suite per the provisions within that Article.

ARTICLE 2: TERM

(a) The term of this Agreement (the "Term") shall commence on November 1, 2025 and shall expire (without the need for notice by Lessor or any other action whatsoever) November 1, 2027, unless terminated earlier pursuant to the terms hereof or in the separate Code of Conduct issued to the Lessee.

ARTICLE 3: LEASE RENTS

(a) The rent for use of the Suite during the shall be _____ (\$_____.00) for the first year of the term. On November 1, 2026, the yearly rent will increase by three percent (3%) to _____ (\$_____.00) Rent shall be paid in annual amounts due at the start of each rental year. This rent reflects the Lessee's agreement to have Lessor sublease the Suite, when Lessee is not utilizing it, as reflected in Article 14.

(b) Lessee shall not be entitled to any refund, abatement or reduction in the rents due or be released from any of its other obligations hereunder as a result of the cancellation or postponement of any event or any series of events or Lessor's inability to schedule any event or series of events.

(c) All payments due under this Agreement shall be made to Lessor, at the address set forth herein or such other address as Lessor may specify in writing, without notice, demand, deduction or set-off. Any amount not paid when due hereunder shall bear interest, from the date due until the date paid, at the lesser of (i) eighteen percent (18%) per annum, or (ii) the maximum rate permitted under applicable law.

ARTICLE 4: TICKETING

(a) Lessee acknowledges and agrees that the Lease does not entitle the Lessee or any of its invitees or guests' admission to the Arena or the Suite for any event without a valid admission ticket to that event (the "ticket").

(b) All attendees for the box must purchase a ticket at "mid-tier" (P3) rates as established for each event.

ARTICLE 5: SERVICES

(a) Lessor (or its designee) shall provide the following services to the Suite during all events where the Suite is occupied by Lessee or Lessee's guests: (i) such food and beverage catering service and bar tending services as Lessee may order from the Suite menu established by Lessor (or its designee) from time to time, and (ii) lighting, electricity, water, heating, air conditioning and ventilation. Lessee shall pay Lessor (or its designee) for the cost of all food and beverage furnished to the Suite at the then current rates established therefore and within ten (10) business days after Lessee's receipt of an invoice, therefore.

(b) After each event, Lessor shall, if necessary, clean the Suite and remove all rubbish therefrom at no additional charge to Lessee, except Lessee shall reimburse Lessor for the cost of any extraordinary cleaning required as a result of Lessee's (or its agents, representatives, employees, guests or invitees) use of the Suite. In addition, subject to Article 7(f) hereof, Lessor shall be responsible for repairing and maintaining the interior and exterior of the Suite, except in no event shall Lessor be responsible for repairing or maintaining any furnishings, equipment or other personal property placed in the Suite by Lessee. Lessor agrees to pay for the cleaning of the carpet in the Suite two (2) times annually.

(c) No interruption or malfunction of any service provided by Lessor hereunder shall constitute an eviction or disturbance of Lessee's use of the Suite or a breach by Lessor of its obligations hereunder or render Lessor liable for any damages or entitle Lessee to be relieved of any of its obligations hereunder. In the event of any such interruption or malfunction, Lessor shall use reasonable diligence to restore the affected service(s).

ARTICLE 6: FURNISHINGS AND DECOR

(a) Lessee agrees to bear all costs of furnishing, decorating the Suite according to the needs and taste of Lessee, subject to the limitations in this Article 6. "Furnishing and decorating" includes, without limitation, furniture, wall hangings, plants and other similar non-permanent decorations (the "Furnishings"). No alterations of the suite shall be permitted. "Altering" includes, without limitation, wall coverings, flooring, countertops and other similar attached permanent alterations (the "Alterations"). The Lessee shall not permit the attachment, perfection or continuation for any period of any lien against or

security interest in any property located in the Suite. Lessee shall not make any other changes, additions or improvements to the interior or exterior of the Suite or the fixtures and equipment therein without the prior written approval of Lessor. Any Furnishings or that will be attached to any portion of the Suite shall be installed and removed by Lessor, and Lessee shall reimburse Lessor for the actual cost of installing or removing such articles and repairing all damage resulting therefrom within ten (10) business days after Lessor's written demand, therefore. During the Term, the Lessee supplied Furnishings shall remain the personal property of Lessee. Upon the expiration of the Term, the Lessee supplied Furnishings, at Lessee's option, shall either (i) remain in the Suite and, without any payment by Lessor, becoming the property of Lessor or (ii) be removed from the Suite and returned to Lessee, upon payment of all costs and expenses associated with returning the Suite to its original condition, normal wear and tear excepted. Lessee understands that additional individuals will have access to the Suite if it is sublet. Lessee assumes all risk of damage or loss of furnishings or decor that it provides for the Suite, including any damage or loss caused by these third parties.

(b) Lessee must provide MetraPark with a list of all furnishings being kept in the box. This notification shall include an estimated value of the property and a photograph of each item. Lessee assumes all risk of damage or loss of said property.

(c) Lessee shall not leave any personal items in the Suite when Lessee is not utilizing the property.

ARTICLE 7: COVENANTS OF LESSEE

Lessee covenants and agrees that Lessee and its agents, representatives, employees, guests and invitees shall:

(a) use the Suite solely for the purpose of observing events and for no other purpose whatsoever;

(b) not place any sign, banner, placard or other advertising material on the outside of the Suite or anywhere within the Suite which is visible outside the Suite;

(c) comply with all rules and regulations promulgated, from time to time, by Lessor in its sole discretion (the "Suite Rules & Regulations"), a copy of the current form of which are attached hereto as Exhibit 3;

(d) use the Suite (including, but not limited to, all floor coverings, seats, cabinets, appliances, furnishings, fixtures and equipment located therein) in a reasonable manner which preserves the condition thereof;

(e) promptly report, verbally and in writing, all damage, destruction and loss to the Suite (or any of the property located therein) to an authorized representative of Lessor;

(f) promptly reimburse Lessor for all costs incurred by Lessor to repair or, if necessary, replace any portion of the Suite (or the property located therein) or the Arena (or the property located therein) which is lost, damaged or destroyed as a result of the acts or omissions of Lessee or its agents, representatives, employees, guests or invitees;

(g) abide by all agreements and restrictions on the use and transfer of tickets, and comply with all of the printed terms on the tickets;

(h) comply with all applicable federal, state and local laws, ordinances, statutes, orders, rules and regulations (collectively, "Legal Requirements");

(i) maintain proper decorum while using the Suite and not engage in any activity which is a nuisance or interferes with the use of the Arena by other persons;

(j) arrange all food and beverage service through the Arena concessionaire (or such other party as Lessor may designate) and not bring any food or beverage into the Arena, including (but not limited to) any form of alcoholic beverages;

(k) refrain from dropping or throwing any objects in the Arena;

(l) not permit any liens or charges to attach to its interest in the Suite;

(m) not mortgage, pledge or otherwise encumber this Agreement or any of its rights hereunder;

(n) not assign, sell or otherwise transfer this Agreement or any of its rights hereunder, nor sublet all or any portion of the Suite without written authorization from Lessor;

(o) not take any action that would void, violate or cause an increase in premiums charged for any insurance policy maintained by Owner, Lessor, the Arena concessionaire or any of their affiliates;

(p) not film, record or transmit from the Suite or any other location within the Arena all or any portion of any event, or any description thereof, by any means (including, without limitation, radio or television transmission, whether broadcast "live" or by means of film or tape); and

(q) observe the hours of operation established for the Arena by Lessor for each event.

(r) Violation of any of the terms under this section can result in the suspension or termination of the lease agreement.

ARTICLE 8: INSURANCE

Throughout the Term, Lessee shall maintain, in full force and effect, Public Liability Insurance for bodily injury and property damage in an amount of not less than \$750,000.00 for each occurrence and \$1,500,000.00 in the aggregate. Lessee assumes all risk with respect to, waives all claims in connection with, and shall indemnify, hold harmless and defend the Owner and the Lessor and their respective officers, agents and employees, from and against any and all claims and liability arising from any death of or injury to any person or damage to any property whatsoever: (i) occurring in, on or about the Suite; (ii) arising from any violation of any provision hereof or any default of any obligation of Lessee hereunder; or (iii) arising from any act, omission or negligence of Lessee, its agents, contractors, employees or guests. Lessee shall maintain and submit upon execution of the lease agreement, a certificate of insurance acceptable to Yellowstone County. Lessee shall pay all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim and any action or proceeding brought thereon. If any action or proceeding is brought against the Owner or the Lessor by reason of any such claim, upon notice from the Owner or the Lessor, Lessee shall defend the same at Lessee's expense by providing legal counsel satisfactory to the Owner or to the Lessor. Lessee shall maintain and submit upon execution of the Agreement, a certificate of insurance acceptable to Yellowstone County.

ARTICLE 9: LESSEE DEFAULT AND LESSOR'S REMEDIES

(a) Lessee shall be deemed to be in default under this Agreement upon the occurrence of any of the following events (a "Lessee Default"):

(i) Lessee's failure to pay (when due) any Lessee rent or other amount to be paid by Lessee hereunder, unless such failure is cured within five (5) business days after written notice thereof is received by Lessee;

(ii) Lessee's failure to perform or observe any of its other duties, obligations or covenants under this Agreement, unless such failure is cured within a reasonable period of time, not to exceed ten (10) business days, after written notice thereof is given to Lessee;

(iii) any repeated (two or more times) violation of this Agreement;

(iv) any violation by Lessee (or its agents, representatives, employees, guests or invitees) of the Suite Rules or applicable Legal Requirements; or

(v) the filing by or against Lessee of a petition under the Bankruptcy Code, as amended, or under any similar law or statute of the United States or any State thereof (unless such petition is dismissed within sixty (60) days of the filing thereof).

(b) Upon the occurrence of any Lessee Default, Lessor may, at its option:

(i) Terminate this Agreement, in which event Lessee shall immediately surrender the Suite to Lessor. If Lessee fails to surrender the Suite, Lessor may, without prejudice to any other remedy which it may have, enter upon and take possession of the

Suite and expel Lessee and any other person who may be occupying the Suite, in accordance with law without being liable for prosecution or any claim for Damages therefor.

(ii) Enter upon and take possession of the Suite and expel Lessee and any other person who may be occupying the Suite, in accordance with law, and re-lease the Suite on behalf of Lessee and receive all amounts therefrom; and Lessee agrees to pay to the Lessor any deficiency between the amounts due hereunder and the amount received by Lessee by reason of the relicensing of the Suite. In the event Lessor is successful in re-leasing the Suite at a rate in excess of that to be paid by Lessee hereunder, Lessee agrees that it shall not be entitled to such excess.

(iii) Enter upon the Suite, in accordance with law, and do whatever Lessee is obligated to do under the terms of this Agreement; and Lessee agrees to reimburse Lessor, on demand, for any expenses which Lessor may incur in effecting compliance with Lessee's obligations hereunder Lessee further agrees that Lessor shall not be liable for any Damages resulting to the Lessee from such action, whether caused by the negligence of the Lessor or otherwise.

(iv) Expel Lessee and any other person who may be occupying the Suite, in accordance with law, for the balance of any event, and Lessee shall not be entitled to any refund, reduction or abatement of the Lessee Fees and other amounts due hereunder as a result thereof.

(c) Irrespective of the remedy Lessor elects to pursue, Lessor shall be entitled to recover from Lessee all Damages. If Lessor terminates Lessor's obligations and Lessee's rights under this Agreement or elects to re-lease the Suite on Lessee's behalf, Lessor's Damages shall include, but not be limited to, all expenses incurred by Lessor to re-lease the Suite (including, without limitation, concessions granted to any new Lessee, advertising expenses, the cost of repairs, maintenance, replacements, alterations and improvements, court costs, legal fees and brokerage commissions).

(d) Lessee agrees that Lessor may file suit to recover any sums due Lessor under this Article 10 from time to time and that such suit or the recovery of any amount due Lessor shall not be any defense to any subsequent action brought for any amount not previously reduced to judgment in favor of Lessor.

(e) Lessor shall use reasonable efforts to mitigate the damages it suffers as a result of Lessee's breach of this Agreement; provided Lessee agrees that (i) Lessor will have satisfied its obligation to mitigate damages if Lessor endeavors, in good faith, to re-lease the Suite, and Lessor will only be required to use the same efforts to re-lease the Suite as it uses to rent other Suites in the Arena, (ii) Lessor will not be required to give preference to the Suite over other vacant Suites in the Arena, (iii) Lessor may reject any prospective Lessee who, in Lessor's judgment, is disreputable or lacks the financial ability to perform the Lessee's obligations under Lessor's then current form Suite Lease Agreement, and (iv) Lessor may reject any offer to lease the Suite at a rate which is less than the rate then being charged for comparable Suites in the Arena or on terms that are less favorable than those

contained in this Agreement or which (in Lessor's reasonable discretion) is not in the best interests of the Arena.

(f) The foregoing remedies of Lessor shall not be to the exclusion of any other right or remedy provided in this Agreement or otherwise available to Lessor at law or in equity. No waiver by Lessor or any default or breach by Lessee of its obligations hereunder shall be construed to be a waiver or release of any other or subsequent default or breach by Lessee hereunder, and no failure or delay by Lessor in the exercise of any remedy provided in this Agreement shall be construed to constitute a forfeiture or waiver thereof or of any other right or remedy available to Lessor.

ARTICLE 10: LESSOR DEFAULT AND LESSEE'S REMEDIES

(a) The failure by Lessor to observe or perform any of its material obligations of this Agreement to be observed or performed by Lessor, where such failure shall continue for a period of thirty (30) days after written notice hereof from Lessee to Lessor shall be a breach or default of this Agreement, provided, however, that if the nature of Lessor's default is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee commenced such cure within said 30-day period and thereafter diligently pursues such cure to completion ("Lessor Default").

(b) In the event of any Lessor Default, Lessee shall have the right (except as set forth below) to pursue all remedies available to it at law or in equity, including, but not limited to, bringing an action for injunctive relief; provided, in no event shall Lessee have the right to terminate or cancel this Agreement on account of any Lessor Default nor shall Lessees have the right to collect indirect, punitive, exemplary, general or consequential damages

(c) No waiver by Lessee or any default or breach by Lessor of its obligations hereunder shall be construed to be a waiver or release of any other or subsequent default or breach by Lessor hereunder, and no failure or delay by Lessee in the exercise of any remedy provided in this Agreement shall be construed to constitute a forfeiture or waiver thereof or of any other right or remedy available to Lessee.

ARTICLE 11: ACCESS BY LESSOR

Lessor, its agents, employees and representatives shall have the right at all times (other than during events, unless reasonably deemed necessary by Lessor and as necessary to fulfill Lessor's obligations under this Agreement) to enter the Suite for purposes of making repairs and performing its other obligations hereunder, inspecting the Suite, showing the Suite to prospective lessees, lenders and other parties, and for all other reasonable purposes. In order to insure that Lessor can exercise its rights under this Article 11, Lessor shall keep and maintain a key to the Suite, and Lessee shall not change the locks or place any additional locks on, or otherwise impede Lessor's access to, the Suite or any storage closets and cabinets therein.

ARTICLE 12: DESTRUCTION OF SUITE OR ARENA

(a) In the event of any damage or destruction of the Suite caused by any act or conduct of Lessee, its employees, agents, representatives, guests or invitees, Lessor may restore the Suite, at Lessee's sole cost and expense, to as good a condition as existed prior to such damage or destruction, and, whether the Suite is restored or not, this Agreement shall continue in effect without any abatement of or reduction in the rents or the other obligations of Lessee hereunder.

(b) In the event of any damage or destruction of the Suite not caused by the negligence (ordinary or otherwise) or willful misconduct of Lessee, its employees, agents, representatives, guests or invitees, Lessor shall, at its own expense, restore the Suite to as good a condition as existed prior to such damage or destruction.

(c) Notwithstanding the foregoing, regardless of whether the Suite is damaged in any way, if the Arena is significantly damaged or substantially destroyed, by written notice to Lessee within 60 days after the date of such damage or destruction, Lessor may terminate Lessor's obligations and Lessee's rights under this Agreement. In such event, Lessee shall be entitled to a refund of the unearned portion of any Lease Fees paid by Lessor, less any sums owed by Lessee under this Agreement. As used in this Agreement, "substantially destroyed" means the damage or destruction of twenty five percent (25%) or more of the value of the Arena based upon the replacement cost thereof.

ARTICLE 13: SURRENDER

Upon the expiration or earlier termination of Lessor's obligations and Lessee's rights under this Agreement, Lessee shall surrender possession of the Suite to Lessor in the condition in which originally delivered to Lessee, normal wear and tear excepted.

ARTICLE 14: SUBLETTING

(a) During the term of this agreement, the Lessor shall have the option to sublet the use of Lessee's Suite on an "Event" basis for the purposes of single event rentals by outside parties approved by MetraPark management. No subleasing will be permitted without the agreement and permission of the Lessee on terms.

(b) Prior to any subleasing, Lessor shall notify Lessee, at Lessee's stated email of any event announcement. Lessee will have 14 calendar days from the email notification to respond to Lessor as to their intent to utilize. If Lessor is not notified of an intent to utilize, MetraPark shall have the right to sublet for the event.

(c) If Lessee states intention to utilize, then fails to do so, they will be assessed a

fee equal to the value of the mid-tier ticket prices for the event multiplied by half the rated capacity of the skybox, and the lessee will not be allowed use of the box until this amount is paid.

(d) The proceeds from any subletting of the Suite are the property of the Lessor. Lessee has no claim to such proceeds, and is compensated by a lower annual rent for making the Suite available to sublease.

ARTICLE 15: MISCELLANEOUS

(a) In the event compliance with any of Lessor's obligations under this Agreement is impractical or impossible due to strikes, lockouts, labor disputes, embargoes, flood, earthquake, storm, lightning, fire, epidemic, acts of God, war, national emergency, civil disturbance or disobedience, riot, sabotage, terrorism, threats of sabotage or terrorism, restraint by court order or order of public authority, failure of machinery or equipment or any other occurrence beyond Lessor's reasonable control (each such occurrence being an "Event of Force Majeure"), then the time for performance of such obligations shall be extended for a period equal to the duration of the Event of Force Majeure.

(b) This Agreement is and shall be subordinate to all mortgages, deeds of trust and other security interests now or hereafter encumbering the Suite or the Arena, and to any and all advances made thereunder and all renewals, replacements, modifications, consolidations and extensions thereof; provided the holder of any such mortgage, deed of trust or other security interest (a "Mortgagee") agrees to recognize Lessee's rights hereunder and not disturb Lessee's use of the Suite in accordance with terms hereof so long as no Lessee Default occurs.

(c) In the event the Lessor transfers or assigns its rights hereunder, Lessor shall be released from any further obligations under this Agreement and Lessee shall look solely to such transferee or assignee for performance of such obligations as may arise thereafter.

(d) Lessee shall, within ten (10) business days after presentation by the Lessor, execute, acknowledge and deliver to the Lessor (or its designee) a statement in writing: (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as modified, is in full force and effect), (ii) the amount of prepaid rent; (iii) acknowledging that there are not, to the Lessee's knowledge, any uncured defaults by the Lessor hereunder, or specifying any such defaults, and (iv) making such other certifications respecting this Agreement as Lessor may reasonably request. Any such statement may be conclusively relied upon by Lessor, Owner, any Mortgagee or any other person to whom the same is delivered.

(e) All notices, demands and other communications between the parties required hereunder shall be in writing and deemed given upon personal delivery, confirmed email transmission, or if mailed, postage prepaid, to the respective addresses and email addresses

as set forth below. Either party may specify another mailing address or email address, from the one set forth below, by notice to the other as provided herein.

If to Lessor: **308 6th Avenue North**
 P.O. Box 2514
 Billings, MT 59103
 Attention: General Manager
 Phone: (406) 256-2400
 Email: sfield@metrapark.com

If to Lessee: _____

(f) This Agreement shall be construed and enforced in accordance with the laws of the State of Montana, without regard to the conflicts of laws principles thereof, and venue for any dispute arising hereunder shall lie exclusively in Yellowstone County, Montana.

(g) The nature of the interest granted herein to Lessee is a lease only. The parties do not intend that this Agreement create a tenancy, leasehold estate or easement nor any joint venture, employer/employee or agency relationship. The Agreement shall not be recorded in any public records by Lessee and any attempt to do so by Lessee shall, at the option of Lessor, make this Agreement void and of no effect.

(h) Lessor shall have no duty or obligation to provide security for the Suite or for any of Lessee, its employees, agents, representatives, guests or invitees.

(i) This Agreement is an integrated contract, which contains all agreements of the parties with respect to the Suite, the Arena and any other subject hereof. No other prior or contemporaneous agreement or understanding pertaining to the Suite shall be effective. This Agreement may be modified in writing only, signed by the parties hereto. There are no oral or written statements, representations, agreements or understandings which modify, amend or vary any of the terms of this Agreement. Unless the context requires otherwise, references such as or similar to “hereof” refer to this Agreement and the Exhibits hereto as a whole and not merely to the paragraph, section or other subdivision in which such words appear. The singular shall include the plural and the masculine gender shall include the feminine and the neuter unless the context otherwise requires. The captions and headings throughout this Agreement are for convenience and reference only, and they shall not be deemed to define, modify or add to the meaning, scope or intent of any provision of this Agreement. In the event that any one or more of the phrases, sentences, clauses or paragraphs contained in this Agreement shall be declared invalid by the final and unappealable order of a court of competent jurisdiction, this Agreement shall be construed as if it did not contain such phrase, clause or paragraph.

(j) This Agreement and all the terms and provisions hereof, shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

(k) Time shall be considered of the essence for purposes of determining whether Lessee has complied with the terms, covenants, conditions and provisions of this Agreement.

(l) Any personal property brought into the Suite or the Arena by Lessee shall be kept therein at the sole risk of Lessee, and, in no event shall Lessor, Owner or their respective officers, directors, partners, agents, employees and contractors and/or parties permitted to use the Suite during Excluded Activities be liable or responsible for any loss or damage thereto or the theft or destruction thereof, REGARDLESS OF WHETHER SUCH LOSS, DAMAGE, THEFT OR DESTRUCTION IS THE RESULT OF THE NEGLIGENCE (BUT NOT INCLUDING THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF LESSOR, OWNER OR THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, AGENTS, EMPLOYEES AND CONTRACTORS.

ARTICLE 16: EXHIBITS

The following Exhibits are attached hereto and made a part hereof:

<u>Exhibit 1</u>	Suite Description and Designation
<u>Exhibit 2</u>	Parking Map
<u>Exhibit 3</u>	Suite Rules and Regulations

Signed and Executed on the _____ day of _____, 2024

LESSOR

LESSEE

MetraPark

Signature

Stoney Field, General Manager

Printed Name

Exhibit 1

SUITE DESCRIPTION AND DESIGNATION

Suite Amenities Owned by Lessor

- **Individual climate control;**
- **Refrigerator and counter area;**
- **Cabinets above and under counter area;**
- **One (1) color television;**
- **Trashcan;**
- **Private local telephone service to access Suite Services and place local calls.**

Location of Suite

Suite # ____ is located on the _____ side of the arena just above Section ____.

Exhibit 2

Parking Map & Entrance to Suites

Exhibit 3

SUITE RULES AND REGULATIONS

- (i) Lessee, its guests, invitees, agents and employees are prohibited from bringing into the Arena or the Suite any video and audio recorders, aside from personal cell phones. Any such audio or video equipment found in the Suite or in the possession of Lessee, its guests, invitees, agents and/or employees anywhere within the Arena will be confiscated by Lessor or its designee. Recordings found in such equipment will be confiscated and will not be returned.**
- (ii) Illegal drugs or any controlled substances are not allowed in the Suite or anywhere in the Arena. Any individual found in violation of this prohibition will be prosecuted to the fullest extent of the law.**
- (iii) Subject to specific requirements of any event promoter, Suites may be occupied no earlier than the time of public opening of the facility before each event and must be vacated within one (1) hour after the end of such event.**
- (iv) Lights in the Suites must be turned off during performances requiring black-outs in the audience. Switching on and off of Suite lights (“Blinking”); use of colored lights; or other Suite lighting which distracts from an event or performance are prohibited.**
- (v) Loud or abusive behavior which detracts from the performance or disturbs other guests attending an event will not be permitted.**
- (vi) Occupancy of the Suite is limited to a maximum of ____ people.**
- (vii) The Arena is a smoke-free environment. Smoking is not allowed in the Suite, elevators, concourses, restrooms, Common Areas or any other location in the Arena.**
- (viii) Guests using the Suite shall have a “mid-tier” (P3) ticket for each event they are attending. The Lessor or its designee “Representative” will not allow anyone access to the Suite without such a ticket or other pass issued by Lessor.**
- (ix) Lessee, its guests, invitees, agents and employees are required to maintain proper decorum at all times while occupying the Suite. Lessee will be responsible for the personal conduct and any costs, expenses or charges resulting from use of the Suite by Lessee, its guests, invitees, agents or employees.**
- (x) Lessee, its guests, invitees, agents and employees shall not use any sound making device (including, but not limited to, loudspeakers, stereos, televisions, radios and video monitors) in a manner which can be heard outside the Suite.**
- (xi) Lessee, its guests, invitees, agents and employees shall not use or bring within the Arena any laser pointers, air horns or any artificial noisemaker of any kind.**

- (xii) Lessee must have an assigned “Representative” in the Suite for each event in which the Suite is in use. This Representative must be responsible for all activities and actions in the Suite by all individuals in the Suite. Payment for any food or beverages ordered by this Representative will be responsibility of Lessee, unless otherwise arranged in advance.**