

event, it shall also state the manner in which such default, breach and/or event may be cured. The party requesting such certificate or agreement shall provide the form thereof and, provided such certificate or agreement is in form and substance commercially reasonable, the requested party shall execute and return the same within fifteen (15) business days after receipt of the final form thereof, and the requesting party shall be entitled to rely thereon.

18.0 ENTIRE AGREEMENT

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties regarding all or any part of the subject matter hereof.

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes _____ () pages of text and _____ () Exhibits, each of which is incorporated herein by reference, as follows:

- | | |
|-----------|---|
| Exhibit A | Site Map |
| Exhibit B | Example of Standard Bond Covenants |
| Exhibit C | Examples of Public Benefit Programs |
| Exhibit D | Examples of Media and Techniques for Marketing Plan |
| Exhibit E | License Agreement with Los Angeles Kings |
| Exhibit F | Operational and Maintenance Performance Standards |
| Exhibit G | Representative List of FF&E To Be Provided by POLAR ICE |
| Exhibit H | Initial General Fee Schedule |
| Exhibit I | First Year Budget |
| Exhibit J | Income and Cash Flow Performance Standards |

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

IN WITNESS WHEREOF, parties hereto have caused. this Agreement to be executed by their duly authorized representatives as of the date set forth below.

DATED: _____

CITY OF PASADENA

By: _____
City Manager

ATTEST:

PASADENA ICE ENTERPRISES, LLC, a California limited liability company

City Clerk

By: _____

(typed name)

Title: _____

DATED: _____

APPROVED AS TO FORM:
Richards, Watson & Gershon

Michael Estrada, Special Counsel

EXHIBIT A

Site Map

[to be added]

EXHIBIT B

Examples of Standard Bond Covenants

[SECTION 2.2]

(a) General. The City hereby covenants with the owners of the Bonds that, notwithstanding any other provisions of this Indenture, it shall not take any action, or fail to take action, if any such action or failure to take action would adversely affect the exclusion from gross income of interest on the Bonds under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). The City shall not, directly or indirectly, use or permit the use of proceeds of the Bonds or any of the property financed or refinanced with proceeds of the Bonds, or any portion thereof, by any person other than a governmental person (as such term is used in Section 141 of the Code and applicable Treasury Regulations), in such manner or to such extent as would result in the loss of exclusion from gross income for federal income tax purposes of interest on the Bonds.

(b) Use of Proceeds. The City shall not take any action, or fail to take action, if any such action or failure to take action would cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code and applicable Treasury Regulations, and in furtherance thereof, shall not make any use of the proceeds of the Bonds or any of the property financed or refinanced with proceeds of the Bonds, or any portion thereof, that would cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code. To that end, so long as any Bonds are outstanding, the City, with respect to such proceeds and property, will comply with the requirements of the Code and the Treasury Regulations, to the extent such requirements are, at the time, applicable and in effect. The City shall establish reasonable procedures necessary to ensure continued compliance with Section 141 of the Code and the continued qualification of the Bonds as "governmental bonds."

(c) Arbitrage. The City shall not, directly or indirectly, use or permit the use of any proceeds of any Bonds, or of any property financed or refinanced thereby, or of other funds of the City, that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and applicable Treasury Regulations, and shall not otherwise take any action, or fail to take action, if such action or failure to take action would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and applicable Treasury Regulations. To that end, the City shall comply with all requirements of Section 148 of the Code and the Treasury Regulations to the extent such requirements are, at the time, in effect and applicable to the Bonds.

(d) Federal Guarantee. The City shall not make any use of the proceeds of the Bonds, or of any other funds of the City, that would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code, and shall not otherwise take any action, or fail to take action, when such action or failure to take action would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

(e) Compliance with Tax Certificate. In furtherance of the foregoing tax covenants of this Section _____, the City covenants that it will comply with the provisions of the Tax Certificate, which is incorporated herein as if fully set forth herein. These covenants shall survive payment in full or defeasance of the Bonds.

EXHIBIT C

Public Benefit Programs

POLAR ICE shall establish public benefit programs, including but not limited to making the Facility available to Pasadena Unified School District and other local area schools, Pasadena City College and local non-profit organizations serving the Pasadena community, to maximize participation in rink programs by persons unable to afford such opportunities. POLAR ICE will offer programs and access to all levels of facility programs to individuals who meet income standards as established by the City. Program assistance will be provided to participants in activities appropriate to individual needs and available funds based on criteria established by the City and POLAR ICE.

POLAR ICE shall work with City to establish a fund annually during the term of this agreement for community service assistance/benefit to Pasadena residents and Pasadena Unified School District students from limited income households, including the goal of raising, through third parties, \$25,000 per year in scholarships (either full or partial fee reductions for skating school and/or in-house hockey program membership). The value of the scholarship and community service assistance shall be calculated based on usual and customary charges POLAR ICE receives for such services.

Priority shall be granted to Pasadena residents, and to groups, leagues, and teams with at least 60% membership who live or work in Pasadena or attend Pasadena Unified School District schools.

POLAR ICE shall extend discounts to City of Pasadena residents for:

- \$1.00 off public skating session fee
- 10% discount on “Learn to Skate” and “Learn to Play Hockey” programs
- 10% discount on Birthday Parties.

All discounts shall be reviewed and mutually agreed upon with the City of Pasadena Human Services and Recreation Department on an annual basis on or before June 1 of each year, but in no event shall a discount exceed ten percent (10%) of the applicable fee. The agreed upon discounts shall be for the period September 1 through August 31 each year.

POLAR ICE shall permit the City of Pasadena Human Services and Recreation Department the use of up to 1.0 hours per day on Monday and Friday on one sheet of ice during the hours of 4:00 pm to 5:00 pm for its recreation program at no charge to City of Pasadena. The weekly allowance of hours shall not be cumulative and shall not carry over to the following week. City of Pasadena and POLAR ICE shall mutually agree on the schedule for such use by City of Pasadena. POLAR ICE will provide, at no cost, a POLAR ICE Professional for Learn to Skate and Learn to Play Hockey on-ice instruction.

The estimated value of the Public Benefit program for Year One is projected (as of 2009) at \$138,437. Subsequent years will maintain a similar level of commitment, increasing at no less than the annual CPI”.

EXHIBIT D

Examples of Media and Techniques for Marketing Plan

POLAR ICE shall implement a marketing plan for the Facility (the "Marketing Plan"), to maximize the use and financial success of the Facility. On or before the Commencement Date and annually thereafter, POLAR ICE will submit to the City's contact person its proposed Marketing Plan for the forthcoming year.

Following is an overview of some of the media and techniques that will be employed:

1. PRINT

- A. Newspapers
- B. Magazines
- C. Programs
- D. Directories
- E. Yearbooks
- F. Business-to-Business Fliers & Ads

2. DIRECT MAIL

Strategically timed, direct mailings to demographically-appropriate targeted audiences are an effective method of marketing the facility.

3. INTERNAL

- A. Posters
- B. Birthday Party Hand-outs
- C. Off-site Hand-outs
- D. On-site signage – exterior banners
- E. Facility Mascot

4. RADIO

As a "sister" Polar Ice-operated facility with the Toyota Sports Center in El Segundo, radio can be used effectively as reach and frequency can be maximized without geographical limitations. Production costs and broadcast "buys" can be shared between the two facilities.

5. CABLE TV

Similar to radio, TV commercial production costs can be shared between the two facilities. Targeted cable zones and broadcast networks will be utilized.

6. LOS ANGELES KINGS

The partnership with the Los Angeles Kings provides many exciting promotional opportunities that otherwise might not be available or accessible. These include:

- In-game announcements during Kings' home games
- Jumbotron video messages
- Program and Media Guide advertisements
- Direct Mailing to Season-ticket holders
- Radio "drops" – on air promotional messages
- TV spots during Kings games
- On-site player appearances
- Ticket give-aways through the Fan Development Department

A detailed program of Kings' provisions – practices, player appearances, etc. – will be provided 30 days prior to the start of each NHL season (which usually begins the first week of October).

EXHIBIT E

License Agreement with Los Angeles Kings

EXHIBIT F

Operational and Maintenance Performance Standards

APPEARANCE:

1. POLAR ICE shall be responsible for maintenance of the Facility. Such responsibility shall include retaining the services of a qualified maintenance company to keep the Facility clear of litter.
2. Janitorial work including removal of all trash performed daily.
3. Graffiti is removed within 24 hours of identification
4. Minor maintenance painting performed as required to maintain first class appearance.
5. Locker room facilities shall be maintained in a safe and sanitary manner daily.
6. Restaurant/Concession stand shall be maintained in a clean and sanitary manner.
7. Any and all damage to steps, railings, equipment etc. shall be repaired within two weeks of identification.
8. POLAR ICE shall insure that the parking area for the patrons of the Facility shall be free of litter and maintained in a safe manner.

CONDITION OF BUILDING

1. Lighting inside and outside of the building shall be maintained at an appropriate level. Burned out bulbs and tubes shall be replaced within 24 hours of notification.
2. Mechanical problems associated with all ice making equipment shall be repaired within two weeks.
3. Repair and replacement of other equipment due to vandalism shall be repaired in a timely manner.
4. Serious malfunction of any system (i.e. ventilation, generator, fire signal system, electrical etc.) shall be repaired within 24 hours unless long lead parts are involved and in that case the repairs to be completed within 24 hours of receipt of the part.
5. Landscaping to be maintained by the City of Pasadena.
6. Revenue control equipment within the Facility shall function at optimum level.

FISCAL MANAGEMENT

1. Annual revenues will be maintained, at a minimum, at the greater of (a) the level set in the approved budget, or (b) the average of the annual revenues for the prior two years.
2. POLAR ICE shall provide monthly operating reports by the 10th business day of each month.
3. POLAR ICE shall also provide quarterly and annual operating expenses.
4. Invoices from contractors shall be paid in a timely manner; at least 95% of the invoices shall be paid within 30 days.
5. POLAR ICE, as part of the approved budget and paid for by the City shall cause to be hired a third party firm (approved by the City) to conduct a financial audit of the Facility on an annual basis.

SECURITY SERVICES

1. POLAR ICE shall retain a security contractor to address any safety issues in the Facility building and parking area.
2. Security personnel shall be present and visible at all times while the Facility is in operation.
3. Any major incident shall be reported to the appropriate City Department within 2 hours of the incident.
4. Security personnel shall maintain records of all incidents that occur within the building and parking area.
5. Ensure the security contractor prepares daily activity reports.
6. All staff shall be courteous, well trained and professional.

MANAGEMENT REPORTING

1. Submit monthly management reports to _____ on or before the 20th of each month
2. Each monthly report shall include the following:
 - Revenue and expense accounting with budget variance
 - Total number of patrons daily to the Facility.

- Total number of participants involved in all ice programs.
- Detailed report involving any security issues.
- Statistics for user agreements
- Statistics for incident reports
- Conduct physical inspection monthly and complete inspection report; provide corrective actions.
- Submit annual budget on or before specified date.

EXHIBIT G

Furniture, Fixtures and Equipment (FF&E)

[partial list]

- 2 new Zamboni model 545 LPG ice resurfacers machines
- 800 pair of new Reisport molded rental ice skates
- 6 computer stations with point of sales software specific for the ice rink application

EXHIBIT H

Initial General Fee Schedule

[to be added]

EXHIBIT I
First Year Budget

[to be added]

EXHIBIT K

Income and Cash Flow Performance Standards

[to be added]

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is made as of _____ ("Effective Date"), between the LOS ANGELES KINGS HOCKEY CLUB, L.P. ("Kings") and POLAR ICE ENTERPRISES PASADENA, LLC ("POLAR").

RECITALS

- A. Kings owns and operates a franchise member of the National Hockey League ("NHL") in Los Angeles, California;
- B. POLAR is a California limited liability company in the business of providing facility management and consulting services;
- C. POLAR has entered into that certain Ice Rink Management Agreement ("Management Agreement"), dated February __ 2009, by and between POLAR and City of Pasadena ("City"), pursuant to which City has granted POLAR the exclusive right to manage and operate that new ice rink facility owned by City and located between Foothill Boulevard and Orange Grove Boulevard in Pasadena, California (the "Facility"); and
- D. Kings and POLAR desire, on the terms and conditions contained herein, to enter into an agreement pursuant to which Kings will license POLAR the non-exclusive right to use Kings' trademarks, trade names, service marks and other proprietary rights, subject to the terms and conditions set forth herein, for the specific purpose of managing and operating the Facility, and provide additional consideration as set forth herein, in exchange for naming, advertising and sponsorship rights at the Facility as more particularly described herein.

CONDITION PRECEDENT

It is a condition precedent to the effectiveness of this Agreement that POLAR and CITY both execute, and deliver to KINGS a copy of the Management Agreement under which KINGS shall be granted the exclusive rights to sell sponsorships and other promotional rights at and with respect to the Facility and retain the Commissions associated with the sale of such rights as described herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, Kings and POLAR hereby agree as follows:

1. TERM

The term of this Agreement (the "Term") shall commence on the Effective Date and expire upon the earlier termination or expiration of the Management Agreement, unless earlier terminated in accordance with the provisions set forth below.

2. GRANT OF RIGHTS

In consideration for the Commission and subject to the terms and conditions set forth below, Kings hereby grants to POLAR the non-exclusive, worldwide, royalty-free, non-assignable right ("License") during the Term of the Agreement to use the name, emblem, insignias, colors and other indicia of Kings and all registered, recorded and other trademark, trade names, service marks and other proprietary rights pertaining thereto ("Kings Marks") for the sole purpose of advertising and promoting the Facility ("Permitted Use"). In order to maintain the high standards, style, appearance, propriety and quality associated with the Kings Marks, before commencing reproduction or

execution of any materials (including rough artwork and promotion concepts) using or referring to any of the Kings Marks, or otherwise using or referring to Kings Marks in any way, POLAR shall obtain the express written approval of the Kings. POLAR shall allow adequate time for Kings to approve, comment upon or express its disapproval thereof. Under no circumstances shall "lotteries", "games of chance" or any type of promotions which Kings believes reflects unfavorably upon Kings, its players, or NHL, as applicable, be approved. During the Term, POLAR agree that POLAR will not attack the rights, title or interest of Kings or any other licensee of Kings in and to the Kings Marks or any copyright or trademark pertaining thereto, nor will it attack the validity of the License granted hereunder during the Term hereof or thereafter. POLAR will not harm, misuse, or bring into disrepute the Kings Marks or their reputation or that of their owners. POLAR will not incur or create any expenses chargeable to Kings. No trademark, service mark or copyright involving the Kings Marks may be procured in POLAR's name without written consent of Kings, and any such intellectual property rights in and to Kings Marks that may accrue to POLAR shall inure to the benefit of Kings and shall be assigned to Kings upon its request. This Agreement is not intended to convey any trademark, copyright or other property right in or to the Kings Marks and all incidents of ownership therein shall remain vested in Kings. POLAR further agrees that all materials identified with the Kings Marks, as well as promotional themes developed hereunder, shall be used solely during the Term and in furtherance of the Permitted Use under this Agreement, unless otherwise agreed to by the parties. POLAR recognizes the great value of the goodwill associated with the Kings Marks and acknowledges that the goodwill attached thereto belongs to Kings, and that such Kings Marks have secondary meanings in the minds of the public. This grant does not authorize POLAR to use the name, number or image of any player or other person associated with the Kings and in no event shall POLAR have the right to use the Kings Marks outside of the Kings' 75-mile home radius, unless POLAR obtains the prior written approval of the NHL and the Kings. In addition, POLAR may not use the Trademarks for any purpose other than the Permitted Use, without the prior written approval of Licensor.

In addition, during the Term of the Agreement, Club will make available to POLAR the rights and benefits set forth in Exhibit A, attached hereto and incorporated herein.

3. SPONSORSHIP RIGHTS; COMMISSION

POLAR hereby grants the KINGS the exclusive right to sell Sponsorship Rights (as defined below). Notwithstanding the foregoing, the KINGS shall work cooperatively with POLAR to coordinate the sale of such Sponsorship Rights. "Sponsorship Rights" shall mean the rights to authorize any third party, in return for monetary and/or in-kind consideration, to display, advertise or publicize, or to have displayed, advertised or publicized, its name, logo or products on, in association with or in connection with the Facility or any game involving the Facility, any broadcast, telecast or other transmission of a game at the Facility.

In consideration for the rights granted by Kings hereunder, POLAR agrees to ensure that the City pays to the Kings a sponsorship commission (the "Commission" or "Commissions") in the amount of: (i) Twenty percent (20%) of Gross Sponsorship Revenue (as defined below) for the first \$200,000 of Gross Sponsorship Revenue, which amount shall increase three percent (3%) each year, plus (ii) fifty percent (50%) of Gross Sponsorship Revenue in excess of \$200,000. KINGS shall be solely responsible for collecting Gross Sponsorship Revenue and remitting to POLAR, or the CITY, as designated by POLAR, the remaining amount of the Gross Sponsorship Revenue less the Commission, which Commission Kings shall be entitled to retain from Gross Sponsorship Revenue collected, "Gross Sponsorship Revenue" shall mean all gross revenue generated and retained from the sale of Sponsorship Rights.

4. WARRANTIES.

4.1 POLAR represents, warrants and covenants to Kings as follows:

4.1.1 that it has the full legal right, power and authority to enter into this Agreement and to grant the rights and perform the obligations of POLAR herein, and that the only third party consent

or approval that is required to grant such rights or perform such obligations hereunder is from the City; and POLAR represents that it will obtain such consent from the City;

- 4.1.2 that this Agreement has been duly executed and delivered by POLAR and constitutes a valid and binding obligation of POLAR, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles;
 - 4.1.3 the execution, delivery and performance of this Agreement do not otherwise conflict with or constitute a violation or breach of any agreements to which it is a party relating to the operation or management of the Facility;
 - 4.1.4 POLAR will comply with all laws applicable to its management and/or operation of the Facility, and shall manage the Facility in a professional manner; and
 - 4.1.5 That the Services will be performed and the Facility owned and operated in accordance with the standards of quality reasonably acceptable to Kings, and in a manner that does not reflect negatively on the image of the Kings.
- 4.2 Kings represents, warrants and covenants to Kings as follows:
- 4.2.1 that it has the full legal right, power and authority to enter into this Agreement and to grant the rights and perform the obligations of Kings herein, and that no other third party consent or approval is required to grant such rights or perform such obligations hereunder;
 - 4.2.2 that this Agreement has been duly executed and delivered by Kings and constitutes a valid and binding obligation of Kings, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles; and
 - 4.2.3 the execution, delivery and performance of this Agreement do not otherwise conflict with or constitute a violation or breach of any agreements to which it is a party relating to the operation or management of the Facility.

5. TERMINATION. This Agreement may be terminated as follows:

]

- 5.1 By Kings immediately upon notice to POLAR upon the breach by or failure of POLAR to perform any of its obligations, representations, or warranties hereunder which has not been cured within 30 days following written notice from Kings to Polar, or, if cure is not possible within said 30-day period, if Polar has not taken meaningful steps within such time period to cure such default.
- 5.2 By POLAR upon the failure of Kings to perform any of its material covenants and conditions hereunder which has not been cured within 30 days following written notice from POLAR to Kings, or, if cure is not possible within said 30-day period, if Kings has not taken meaningful steps within such time period to cure such default.
- 5.3 By Kings in the event that POLAR shall (a) make an assignment for the benefit of its creditors, or

(b) if a petition in bankruptcy, receivership, or insolvency, or for the appointment of a receiver or trustee, shall be filed by POLAR or shall be instituted against POLAR and shall not be dismissed or vacated within 30 days thereafter.

5.4 By POLAR or Kings immediately upon termination of the Management Agreement.

5.5 Following any termination of this Agreement, Kings shall be entitled to retain all Commissions earned prior to the date of such termination. For computing Commissions earned under Section 5.5, following the effective date of termination of this Agreement, KINGS shall continue to receive commission on all Gross Sponsorship Revenue generated in connection with agreements signed during the Term of this Agreement through the remaining term of each Sponsorship Agreement.

6. ASSIGNMENT

Except for (i) collateral assignments or pledges of, or grants of a security interest in, this Agreement (a "Pledge") to Kings' lender(s) ("Pledgee(s)") from time to time, (ii) assignment to any purchaser or transferee in any sale or transfer pursuant to a Pledge under (i) above, or (iii) assignment in connection with a sale of Kings to a buyer who assumes Kings' obligations hereunder, neither this Agreement nor any of the rights, duties or obligations hereunder shall be assignable in whole or in part without the prior written consent of the other party, which consent shall not unreasonably be withheld. Any Pledge shall not relieve Kings from its obligations under this Agreement. Neither the Pledgee nor any other financial institution which hereafter becomes a Pledgee of this Agreement shall incur any obligations under this Agreement unless and until they are the purchaser in foreclosure.

7. ARBITRATION

Any dispute arising under this Agreement shall be submitted by the parties to binding arbitration in Los Angeles, California. The arbitrator may be selected by mutual agreement between Kings and POLAR.

8. GOVERNING LAW

This Agreement is being delivered in and shall be performed in the State of California and shall be construed and enforced in accordance with the laws of such state.

9. SEVERABILITY

If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid or unenforceable provision were omitted.

10. RELATIONSHIP OF PARTIES

It is not the intention of the parties to this Agreement to create a partnership, joint venture or employment relationship between themselves and each party is acting hereunder as an independent contractor. Neither party shall have the right, power or authority to make any contract or other agreement, or to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other party or to bind the other party in any manner for anything whatsoever. All contracts of employment and any other contracts made by either party pursuant to this Agreement shall be made as principal and in their own name and there shall be no liability whatsoever of the other party to any party to any such contracts.

11. NOTICES

All notices required or permitted to be given under this Agreement shall be in writing, delivery by personal delivery, mail, registered or certified, postage prepaid, with return receipt requested, or facsimile. Notice by mail shall be sent concurrently with any facsimile notice. Notices shall be addressed to the parties at the address or telecopy number specified below, but each party may change its address or telecopy number by written notice in accordance with this Section. Notices delivered personally or by facsimile shall be deemed communicated as of actual receipt and notices by mail shall be deemed communicated three days after mailing.

If to Kings:

Los Angeles Kings Hockey Club, L.P.
800 W. Olympic Ave, Suite 305
Los Angeles, California 90015
Attention:
Facsimile:

with a copy to:

Anschutz Entertainment Group, Inc.
1100 S. Flower Street
Suite 3200
Los Angeles, CA 90015
Attention: Legal Department
Facsimile: (213) 742-7294

If to POLAR:

American Skating Entertainment Centers
Brad Berman
4809 E. Thistle Landing #100
Phoenix, AZ 85044

American Skating Entertainment Centers
Shane Coppola
91 Fairview Park Drive
Elmsford, NY 10523

12. WAIVER

Waiver or failure of either party to insist upon strict and prompt performance of the covenants and agreements contained herein and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of its rights thereafter to strictly enforce the same according to the tenor thereof in the event of a continuous or subsequent default on the part of the other party.

13. CONSTRUCTION.

The language used in this Agreement will be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against either party. Whenever required by the context, any gender shall include any other gender, the singular shall include the plural and the plural shall include the singular.

14. REMEDIES

The rights and remedies of the parties hereunder whether herein specified or otherwise, shall be cumulative and the exercise of one or more of them shall not preclude the exercise of any other rights or remedies they may have hereunder, or by law.

15. INDEMNIFICATION

POLAR agrees to indemnify, defend and hold harmless Kings, its officers, agents and employees from any and all claims, damages, suits, costs, expense, liability, actions or proceedings of any kind or nature whatsoever (collectively, "Losses") resulting from, or arising out of, directly or indirectly: (i) POLAR's management and/or operation of the Facility; (ii) the Management Agreement; (iii) any negligent act or omission or willful misconduct of POLAR or its officers, employees or agents; (iv) any material breach or default by POLAR of its obligations specified in this Agreement; provided, however, that the foregoing provision shall not extend to Losses to the extent that such Losses arise from the gross negligence or willful misconduct of Kings or a breach of default by Kings of any of its obligations, warranties or representations contained in this Agreement.

Kings agrees to indemnify, defend and hold harmless Polar, its officers, agents and employees from any and all claims, damages, suits, costs, expense, liability, actions or proceedings of any kind or nature whatsoever (collectively, "Losses") resulting from, or arising out of, directly or indirectly any material breach or default by Kings of its obligations, warranties or representations specified in this Agreement; provided, however, that the foregoing provision shall not extend to Losses to the extent that such Losses arise from the gross negligence or willful misconduct of POLAR or a breach of default by POLAR of any of its obligations, warranties or representations contained in this Agreement.

16. INSURANCE

During the Term, POLAR shall maintain such insurance as more particularly described in the attached Exhibit B. Upon execution of the Agreement, POLAR shall provide Kings with certificates evidencing the insurance required hereunder. All such insurance shall be endorsed to provide Kings with at least thirty (30) days prior written notice in the event of any proposed cancellation or modification.

17. FORCE MAJEURE

The failure of either party hereto to comply with the terms and conditions hereof because of an act of God, strike, lockout, labor troubles, war, fire, earthquake, act of public enemies, terrorism, action of federal, state or local governmental authorities or for any reason beyond the reasonable control of such party, will not be deemed a breach of this Agreement. In the event that a force majeure event causes the failure of either party to comply with the terms and conditions hereof and neither party is able to cure the failure within thirty (30) days, then both parties shall have the right to terminate this Agreement without any liability to either party.

18. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior agreements or understandings, whether oral or written and is not intended to be amended or modified, except by written agreement signed by both parties.

19. COUNTERPARTS.

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

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the day and year first above

written.

POLAR:

POLAR ICE ENTERPRISES PASADENA, LLC

By: _____
Name:
Title:

Kings:

THE LOS ANGELES KINGS HOCKEY CLUB, L.P..

By: _____
Name:
Title:

EXHIBIT A

The Kings agrees to provide POLAR the following during the Term:

1. The Kings will conduct a minimum of two (2) clinics per calendar year, which clinics shall involve active or alumni KINGS or other players as determined by the Kings; two (2) clinics by Kings coaching staff per calendar year; and a three (3) day summer hockey camp organized by the Kings. The exact dates and times of clinics and camps to be mutually agreed upon by the Parties. KINGS shall be permitted to charge a reasonable fee for clinic and camps participants in order to offset costs associated with such camps and clinics.
2. The Kings will provide to the Facility at least one promotional announcement during a home game at the STAPLES Center, exposure on KINGS website (as agreed by the parties) including a link to Facility website. ; and
3. Kings agree that during the Term of this Agreement it shall not license its Kings Marks to another public ice rink within a 12-mile radius of the Facility for the purposes of allowing such rink to promote its affiliation with the Kings.

EXHIBIT B

(Insurance Coverage)