

FORD IDAHO CENTER

PATRON SEAT LICENSE AGREEMENT

THIS PATRON SEAT LICENSE AGREEMENT ("Agreement") is made this **17** day of **October, 2022**, by and between GLOBAL SPECTRUM, L.P., a Delaware limited partnership (hereinafter referred to as "Operator"), tenant of the entertainment facility at 16200 Idaho Center Blvd., Nampa, ID 83687, currently known as "Ford Idaho Center" (hereinafter referred to as the "Facility"), and **individual or business authorized representative (Guest / Entity Name Here)** (hereinafter referred to as "Licensee"), organized under the laws of the State of Idaho.

NOW, THEREFORE, Operator and Licensee, mutually agree as follows:

I. Patron Seating Licensed. Operator hereby grants to Licensee the right to use the seating identified as **(Selected Seats Listed Here)** for Arena events, and upon designated selection on a show-by-show basis for Amphitheater events.

II. Term of License. This License shall commence on January 1, 2023 and shall continue in effect until expiration on **December 31, 2023**. The Term shall apply to commercially available events whose public announcement occurs during this time frame.

III. Fees.

A. The total sum of **\$(total security deposit value) [\$50 Per Seat]** (the "Security Deposit") are required upon execution of Agreement. Licensee hereby acknowledges that the Security Deposit(s) are not refundable and will apply to the Licensee's full annual monetary commitment.

B. The Annual Fee for the Term of License year shall be **\$(total Patron Seat Program value)** (which includes any sales or goods and services taxes currently imposed).

C. Licensee shall remit the Annual Fee for the annual Term of License year in full on or before December 1, 2022.

D. Licensee hereby acknowledges that, except to the extent specifically provided elsewhere in this Agreement, all payments of Annual Fees are not refundable.

IV. Included Events and Tickets. In each License Year during the Term, the Operator shall provide the following services and rights to Licensee with respect to tickets for use in connection with the Patron Seat Program which is the subject matter hereof ("Included Events"):

A. Licensee shall have the exclusive opportunity to purchase, at then-applicable prices, admission tickets for each seat to which this Agreement applies for all commercial entertainment and sporting events that are held at the Facility, except events held under the auspices of an organization, association or entity which has reserved unto itself the right to control the use of Patron Seat Program seating.

B. Should the view from Licensee's Premium Seating be obstructed by reason of the manner in which any event is produced, Licensee shall be provided with the opportunity to purchase tickets in the general seating areas of the Facility, equal in number to those to which it would be otherwise entitled pursuant to this License, with such tickets to be in the highest priced category applicable to the event.

C. Operator makes no representation or warranty concerning the number, nature or quality of events to be held at the Facility during the Term hereof and, there shall be no reduction, abatement or refund of any amounts payable by Licensee as an Annual Fee due to the number, quality, nature or cancellation of events thereat.

D. Licensee will be issued an event notification and order form upon public announcement of commercial entertainment and sporting events held within the Facility. It is the responsibility of the Licensee to complete and return the herein mentioned event notification and order form within the required time frame, most commonly 72 hours, via the specified method to secure event admission tickets. Forms unreturned by the specified deadline are considered a forfeiture of Patron Seating.

V. Use of Patron Seat Program. The Licensee agrees as follows:

A. The Licensee shall use and occupy the Patron Seat Program solely for observance of events at the Facility and in accordance with the terms and conditions of this Agreement, with all governmental laws and orders and with such rules and regulations as Operator may promulgate from time to time (the "Rules").

B. Licensee's right of access to the Patron Seat Program for any event shall be solely by presentation of tickets for such event, it being understood that Operator shall furnish Licensee with tickets for events in accordance with the provisions of Section IV hereof.

XI. Waiver, Indemnification and Damage. Licensee shall hold and save Operator, City of Nampa, Ford Idaho Center, and each of their designated lenders (if any) and their successors and assigns, and their respective officers, agents, employees or servants harmless from and indemnify them against any and all liability of any kind whatsoever related to the use of Licensee's Patron Seat Program which is the result of any act or omission, neglect or wrongdoing of Licensee or any of its affiliates, agents, representatives, guests, employees or invitees.

XII. Force Majeure. Except to the extent specifically provided in this License, Operator shall not be responsible to Licensee (through a refund of Annual Fees or through any other means) for the cancellation or non-performance of any event scheduled at the Facility, or for the inability of Licensee to otherwise use the Patron Seat Program, where the cancellation, non-performance or other inability is due to any cause or circumstance beyond Operator's reasonable control, whether caused by reason of labor dispute, weather, inability to procure materials, failure of utilities, government action or requirements or otherwise. Notwithstanding the foregoing, in the event such a force majeure condition continues for thirty (30) or more consecutive days and materially affects the rights and benefits afforded to Licensee hereunder, the consideration payable hereunder shall be equitably adjusted, as determined by Operator, in its reasonable discretion.

XIII. Default and Termination. Licensee's failure to make timely payments or failure to comply with any of the terms and conditions of the Rules shall constitute a default hereunder. Upon default, Operator shall provide written notice to Licensee, whereupon Licensee shall proceed immediately to cure or remedy such default within fifteen (15) days after receipt (or refusal to accept receipt) of such notice. If Licensee fails to remedy the default within said 15-day period, then, Operator shall have the right to terminate this Agreement and all further obligations.

XIV. Miscellaneous.

A. This License may be executed in one or more counterparts, each of which shall constitute an original instrument and all of which together shall constitute the same instrument.

B. This License supersedes any and all prior or contemporaneous agreements or understandings between the parties, written or oral, with regard to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above set forth.