

ASSIGNMENT, ASSUMPTION AND AMENDMENT OF AGREEMENT FOR USE

This **ASSIGNMENT, ASSUMPTION AND AMENDMENT OF AGREEMENT FOR USE** (this "Assignment and Assumption Agreement"), is made and entered into as of May 31, 2017 (the "Effective Date"), by and among **ORLANDO PRO HOCKEY OPERATIONS, L.P.**, a Florida limited partnership ("Assignor"), **ORLANDO SOLAR BEARS, LLC**, a Michigan limited liability company ("Assignee"), and the **CITY OF ORLANDO, FLORIDA**, a Florida municipal corporation ("City").

WHEREAS, Assignor and the City are parties to that certain Agreement for Use of Amway Center at Orlando Venues dated as of October 19, 2012, as amended by (a) that certain First Amendment to the Agreement for Use of Amway Center at Orlando Venues effective as of October 1, 2013, (b) that certain Second Amendment to the Agreement for Use of Amway Center at Orlando Venues dated as of June 9, 2015, (c) that certain Third Amendment to the Agreement for Use of Amway Center at Orlando Venues dated as of September 21, 2015, and (d) that certain Fourth Amendment to the Agreement for Use of Amway Center at Orlando Venues effective as of October 1, 2016 (collectively, the "Use Agreement"), covering the Amway Center (the "Premises");

WHEREAS, Assignor, Assignee and Joseph W. Haleski, a Florida resident, are parties to that certain Asset Purchase Agreement, dated as of April 28, 2017 (the "Purchase Agreement"), pursuant to which Assignee has agreed to purchase substantially all of the assets of Assignor, including all of Assignor's right, title and interest in, under and to the Use Agreement; and

WHEREAS, simultaneously with the closing of the transactions contemplated by the Purchase Agreement, Assignor and Assignee mutually desire (a) that Assignor assign all of its right, title and interest in, under and to the Use Agreement to Assignee, (b) that Assignee assume all of Assignor's obligations under the Use Agreement occurring from and after the Effective Date, and (c) that the City consent to the assignment contemplated hereby, all on the terms and conditions hereinafter set forth. The Assignee and the City also desire to amend certain provisions of the Use Agreement as set forth herein.

NOW, THEREFORE, for and in consideration of the Premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Assignment and Assumption.

a) Effective as of 12:01 a.m. (Eastern time) on the Effective Date, Assignor hereby assigns, transfers and sets over unto Assignee all of Assignor's right, title and interest in, under and to (i) the Use Agreement and (ii) the Season Deposit heretofore made by Assignor pursuant to the Use Agreement in the amount of \$25,000.00.

b) Assignee hereby accepts the foregoing assignment and hereby agrees to perform all of the terms and conditions of the Use Agreement to be performed on the part of Assignor and assumes all of the liabilities and obligations of Assignor under the Use Agreement, as amended hereby, arising or accruing on or after the Effective Date.

c) Assignor represents and warrants that all payments due to the City under the Use Agreement have been paid in full.

d) All insurance required to be provided by the "Club" under the Use Agreement must likewise be provided by Assignee on the Effective Date and thereafter in accordance with the provisions of the Use Agreement pertaining to insurance.

2. Consent to Assignment. Effective as of the Effective Date, the City hereby (a) consents to the assignment of the Use Agreement by Assignor to Assignee and the assumption of the obligations under the Use Agreement by Assignor pursuant to the terms of this Assignment and Assumption Agreement and (b) agrees to recognize Assignee as the "Club" under the Use Agreement and thereby establish direct privity of estate and privity of contract with Assignee. This consent by the City shall not constitute a consent to any other assignment, partial assignment or other transaction regarding the Use Agreement.

3. Release. Effective as of the Effective Date, in consideration of the assumption by Assignee of all of the liabilities and obligations of Assignor under the Use Agreement arising or accruing on or after the Effective Date, the City hereby releases Assignor from all of the liabilities and obligations of Assignor under the Use Agreement arising or accruing on or after the Effective Date. Further, Assignor hereby releases the City from any liabilities and obligations of the City under the Use Agreement arising or accruing on or after the Effective Date.

4. City Certifications. City hereby certifies the following information to Assignee and Assignor with the understanding that Assignor and Assignee are relying on such certifications as an inducement to enter into this Assignment and Assumption Agreement:

a) The Use Agreement constitutes the entire agreement between City and Assignor governing their respective rights and obligations under the Use Agreement and there are no other agreements, whether oral or written, between City and Assignor concerning the Use Agreement.

b) To City's knowledge, no uncured default, event of default, or breach by Assignor exists under the Use Agreement, and no facts or circumstances exist that, with the passage of time or giving of notice, will or could constitute a default, event of default, or breach by Assignor under the Use Agreement.

5. Assignor Certifications. Assignor hereby certifies the following information to Assignee and the City with the understanding that Assignee and the City are relying on such certifications as an inducement to enter into this Assignment and Assumption Agreement:

a) The Use Agreement constitutes the entire agreement between City and Assignor governing their respective rights and obligations under the Use Agreement and there are no other agreements, whether oral or written, between City and Assignor concerning the Use Agreement.

b) To Assignor's knowledge, no uncured default, event of default, or breach by Assignor or the City exists under the Use Agreement, and no facts or circumstances exist that, with the passage of time or giving of notice, will or could constitute a default, event of default, or breach by Assignor or the City under the Use Agreement.

6. Payments. Section 3(a) of the Use Agreement is hereby amended as follows:

a) The Club agrees to pay to the City a Game Day fixed fee license fee of Twelve Thousand and No/100 Dollars (\$12,000.00) per game for each game during the term. If, for a certain Game Day(s), the Club chooses to expand its seating capacity to the Promenade Level (Upper Bowl), then the Club shall pay the City an additional fee of Eight Thousand and No/100 Dollars (\$8,000.00) for use of the Promenade Level/Upper Bowl.

7. Concession Rights. Section 8(c) of the Use Agreement is hereby amended to read as follows:

c) The City reserves for itself or its agents, contractors or concessionaires the sole right to the sales of all foods, beverages (alcoholic and non-alcoholic), and confections for consumption on or off the Premises. The City will share with the Club from the net foodservice concessions revenues (as defined in the Agreement for Foodservice Management between the City and Orlando Foodservices Partners dated July 9, 2010 ("Foodservice Agreement")) received by the City for each Game Day from its concessionaire under the Foodservice Agreement for the season based upon the following calculation. All foodservice net concessions revenues and any suite/Hospitality Room net food and beverage revenues (as defined in the Food Service Agreement) that the City receives shall be split as follows:

- Net receipts up to \$500,000: City receives 50%; Club receives 50%;
- Net receipts from \$500,001-\$600,000: City receives 40%; Club receives 60%;
- Net receipts above \$600,000: City receives 30%; Club receives 70%.

8. Season Deposit. The City and Assignor acknowledge that the City is holding the Season Deposit in the sum of \$25,000.00, which will remain on deposit with the City in accordance with the terms and conditions of Section 32 of the Use Agreement. The last sentence of Section 32 of the Use Agreement is hereby deleted and replaced with the following "Thirty days after the end of the term of the Use Agreement any amounts not needed of the Season Deposit to pay an amounts due to the City shall be returned to the Club."

9. Advertising Payment. The Advertising Payment provisions and requirements set forth in Section 8 of the First Amendment to Use Agreement and Section 2 of the Second Amendment to Use Agreement are hereby deleted.

10. Notices. As of the Effective Date, all notices to the "Club" shall be sent in accordance with Section 29 of the Use Agreement to the following address: Orlando Solar Bears, c/o Alex Martins, CEO, 400 W. Church Street, Suite 250, Orlando, FL 32801.

11. Witnesses. To the extent witnesses are required under the Use Agreement, the witness signatures below shall serve to correct the lack of any witnesses as to the Use Agreement.

12. Construction/Definitions. The headings of Sections in this Assignment and Assumption Agreement are provided for convenience only and will not affect its construction or interpretation. All capitalized terms used in this Assignment and Assumption Agreement not otherwise defined herein shall have the meanings ascribed to them in the Use Agreement.

13. Reaffirmation. All other terms of the Use Agreement remain in effect.

14. Governing Law. This Assignment and Assumption Agreement will be governed by and construed under the laws of the Florida without regard to conflicts-of-laws principles that would require the application of any other law.

15. Execution of Assignment and Assumption Agreement. This Assignment and Assumption Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and Assumption Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and Assumption Agreement and of signature pages by e-mail delivery of a ".pdf" format data file, shall be given the same legal force and effect as original signatures, shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Assignment and


Assumption Agreement for all purposes. Signatures of the parties transmitted by e-mail delivery of a “.pdf” format data file shall be deemed to be their original signatures for all purposes.


[Remainder of Page Intentionally Left Blank]

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the date first above written.

WITNESSES:


Print Name: Forrest Ragsdale


Print Name: Dana Costello

Print Name: _____

Print Name: _____

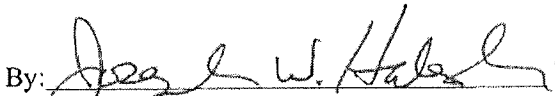
Print Name: _____

Print Name: _____

ASSIGNOR:

ORLANDO PRO HOCKEY OPERATIONS, L.P., a Florida limited partnership

By: **ORLANDO PRO HOCKEY, LLC**
Its sole general partner

By: 
Name: Joseph W. Haleski
Title: Managing Member

ASSIGNEE:

ORLANDO SOLAR BEARS, LLC, a Michigan limited liability company

By: **RDV SPORTS, INC.**
Its Manager

By: _____
Name: _____
Title: _____

CITY:

CITY OF ORLANDO

By: _____
Mayanne Downs, City Attorney

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By: **ORLANDO PRO HOCKEY, LLC**
Its sole general partner

Print Name: _____

By: _____
Name: Joseph W. Haleski
Title: Managing Member

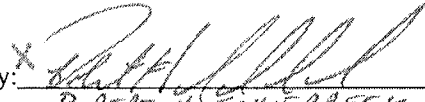
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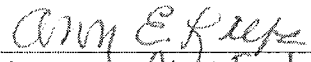
ASSIGNEE:

ORLANDO SOLAR BEARS, LLC, a Michigan limited liability company

By: **RDV SPORTS, INC.**
Its Manager


Print Name: DONALD J. CUMMINGS

By: 
Name: ROBERT H. SCHIERBEEK
Title: CHIEF OPERATING OFFICER


Print Name: ANNIE LIEFER

CITY:

CITY OF ORLANDO

Print Name: _____

By: _____
Mayanne Downs, City Attorney

Print Name: _____

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Its sole general partner

Print Name: _____

By: _____
Name: Joseph W. Haleski
Title: Managing Member

Print Name: _____

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By: **RDV SPORTS, INC.**
Its Manager

Print Name: _____

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Name: _____
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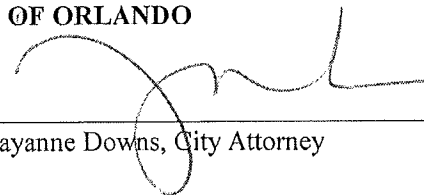
Print Name: _____

CITY:

CITY OF ORLANDO

Kathy Savage

Print Name: *Kathy Savage*

By: 

Mayanne Downs, City Attorney

Shawna Tucker

Print Name: *Shawna Tucker*