

ADVERTISING AGREEMENT

Iceoplex Operating, LLC, a Delaware limited liability company and/or its assigns (“Printscape Arena at Southpointe”) located at 114 Southpointe Boulevard, Canonsburg, Pennsylvania 15317 and **NA Breweries/Labatt USA** (“Advertiser”) having offices at **79 Perry Street, Buffalo, New York 14203** enter into this Agreement (this “Agreement”) as of the first date by which this Agreement is executed.

1. **SPONSOR PACKAGE**: The agreed upon sponsor package is attached to this Agreement as Exhibit A. All rights granted herein are with respect to sponsorship advertising at those locations only.
2. **FEE SCHEDULE**: Advertiser will pay the fees set forth in Exhibit A attached hereto directly to Printscape Arena at Southpointe.
3. **PAYMENTS**: Prior to Advertiser’s advertising at Printscape Arena at Southpointe, Advertiser shall pay to Printscape Arena at Southpointe the fees set forth on Exhibit A and may be required to provide a deposit upon execution of this Agreement as set forth on Exhibit A. The total fees, including any required deposits as set forth on Exhibit A, must be paid in full on the first (1st) day of the first full calendar month occurring BEFORE Advertiser has commenced advertising at Iceoplex and such payments must occur during regular business hours prior to advertising at Iceoplex. Accepted forms of payment are check, major credit cards, or ACH. Please make checks payable to “Iceoplex Operating, LLC” or any other entity designated by Iceoplex. A 4% credit card processing fee will be charged to Advertiser for payments made by credit card. A \$50 fee plus additional fees incurred will be charged for returned checks.
4. **TERM**: The term of this Agreement shall be as stated on Exhibit A. The effective term shall allow for the first twenty-one (21) days of this Agreement to be used for the preparation and installation of the form of sponsorship hereby agreed to by the parties. Upon completion of the term of this Agreement, Advertiser may have the opportunity to renew this Agreement under the terms and conditions at the time of renewal.
5. **CONDITIONS**: During the term of this Agreement, Printscape Arena at Southpointe agrees to display Advertiser signage at the locations as agreed upon and set forth on Exhibit A.
6. **SPECIFICATION AND SERVICES COMPLETION**: Unless otherwise specified on Exhibit A, Advertiser is responsible for all ordering, artwork, payment and shipping of product to be place in Iceoplex. Printscape Arena at Southpointe will receive and inspect product with Advertiser’s approval. Printscape Arena at Southpointe staff will place product in the agreed upon location and will also be responsible for removal of product on the agreed upon date of removal. Placement of the product in Printscape Arena at Southpointe will be determined by Printscape Arena at Southpointe unless placement is specified by the Advertiser and that placement is mutually agreed upon by both parties. Printscape Arena at Southpointe will not be responsible for damage to the product, if the

product becomes too worn and/or becomes a skating hazard, Printscape Arena at Southpointe has the right to remove the product with no compensation or refund to the Advertiser. Printscape Arena at Southpointe may allow existing products in acceptable condition to be used the following year, annual fees still apply.

7. EXCLUSIVITY: Printscape Arena at Southpointe does not guarantee exclusive industry or group sponsorship rights unless such rights are expressly stated as part of the description of the sponsorship package in Exhibit A.
8. CONFIDENTIALITY: The parties agree that such Confidential Information as defined below will: (i) be held in strictest confidence, except as required by law, (ii) not be disclosed to third parties without express prior written consent and (iii) advise any persons who may be exposed to such Confidential Information of their obligations to keep such information confidential. The parties will not use, except as contemplated by the terms of this Agreement, and will not disclose during or after this Agreement the parties' Confidential Information. "Confidential Information" is information relating to the parties' operations, finances and business including each party's plans, practices, sponsor solicitations. The following kinds of information will not be considered to be Confidential Information: (i) information that at the time of disclosure or thereafter is generally available or known by the public (other than as a result of its disclosure by either party or its representatives in breach of this Agreement); (ii) information that was available or known to either party prior to disclosure by the disclosing party; (iii) information made available to either party from a person or entity who, to the party's knowledge, was not prohibited from disclosing it; and (iv) information that either party holds or develops independently of the other party. All parties, its agents, employees, officers or directors will not use such information for their own benefit or that of any business entity in competition, in any form, with the other party.
9. USE OF ADVERTISER'S NAME AND LOGO: Advertiser hereby permits Printscape Arena at Southpointe to use the Advertiser's name and logo, including on social media and on its website, in accordance with all the terms and conditions of this Agreement. Advertiser agrees that this permission authorizes use of the name and logo of the Advertiser in conjunction with Printscape Arena at Southpointe's use and/or promotion of the Printscape Arena at Southpointe ice arena. Should Printscape Arena use the name and logo of the Advertiser in a manner not authorized by this Agreement, Advertiser may provide written notice to Printscape Arena at Southpointe to terminate its use of the name and logo of the Advertiser, and such termination shall take effect immediately upon Printscape Arena at Southpointe's receipt thereof.
10. TAXES: Prices are exclusive of any sales, use, service or other similar taxes. Any tax, duty, custom, insurance or other fee of any nature imposed in connection with any services or products provided under this Agreement by any federal, state, local or foreign governmental authority shall be paid by Advertiser. If Printscape Arena at Southpointe is required to pay any such tax or fee, Advertiser will reimburse Printscape Arena at

Southpointe promptly upon invoice by Printscape Arena at Southpointe. If Advertiser claims exemption from any taxes, Advertiser will provide Printscape Arena at Southpointe with an appropriate exemption certificate for the jurisdiction. Each Party will be responsible for its own income, employment and property taxes.

11. EXCUSE OF PERFORMANCE: Printscape Arena at Southpointe shall be excused from the performance of the terms and conditions of this Agreement when such failure is attributable to and caused by an Act of God, casualty, by governmental rules, regulations or actions, or by other circumstances beyond the control of the parties hereto.
12. TERMINATION AND DEFAULT: Should either party become insolvent, file for protection under any state or federal bankruptcy or creditor protection statutes, and/or if a receiver or similar official is appointed for all or substantially all of its assets, the other party shall have the right, but not the obligation, to terminate this Agreement, in which case neither party shall have any further obligation under this Agreement. If any required deposit or other sum is not paid promptly by Advertiser when due, or in the event Advertiser violates any terms of this Agreement, Advertiser shall lose all rights to advertise at Iceoplex, performance may be suspended, and Iceoplex shall have the right to terminate this Agreement immediately. If any required deposit or other sum is not paid promptly by Advertiser when due, a penalty of 10% (the "Penalty") of the amount due shall be automatically assessed and such penalty shall apply to all amounts that further accrue as defaults. Iceoplex shall also have the right to sell such advertising space to other advertisers. Such subsequent sales shall not in any way release Advertiser from any of its obligations under this Agreement and any other sale amounts will not reduce Advertiser's obligations herein. Iceoplex shall have the right, in its sole and absolute discretion, to waive such remedies if all arrearages have been paid in full. Late Payments shall first be applied to any Penalty due, then to other amounts due. Iceoplex reserves the right to pursue all remedies available to it under the terms hereof and under any applicable law.
13. ARBITRATION: Any dispute under this Agreement shall be resolved by arbitration conducted in Washington, D.C., in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "Rules"), which rules are incorporated by reference into this clause. A single arbitrator shall be chosen by mutual agreement of the parties. If the parties cannot agree on a single arbitrator, then the arbitration shall be conducted by 3 arbitrators whereby each party shall choose 1 arbitrator and those 2 arbitrators shall select a third arbitrator. The arbitration shall be conducted in a single hearing, and the arbitrator(s) shall render his/her/their decision within a reasonable time after the conclusion of the hearing. With regard to any arbitration or other proceeding filed or brought by any of the parties against another party, the Prevailing Party (defined below) shall be entitled to recover all of its reasonable costs and expenses incurred in connection with such dispute, including expenses, court costs, witness fees and legal and accounting fees. The term "Prevailing Party" means that party whose position is

substantially upheld in a final judgment rendered in such proceeding. The decision of the arbitrator(s) shall be final and nonappealable. Judgment upon any decision rendered by the arbitrators may be entered by any court having jurisdiction.

14. WAIVER OF JURY TRIAL - EACH OF THE PARTIES HERETO HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING HEREUNDER OR UNDER ANY OF THE OTHER DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. EACH PARTY HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS ALREADY RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN ITS RELATED FUTURE DEALINGS. EACH PARTY HERETO FURTHER WARRANTS AND REPRESENTS THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION AND EXECUTED BY EACH OF THE PARTIES HERETO), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS HERETO. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.
15. ASSIGNMENT: The Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. Printscape Arena at Southpointe may assign all of its rights, powers and privileges under this Agreement (including the right to enforce the terms of this Agreement) to any person without prior notice or consent.
16. NOTICES: All notices, consents and approvals required under this Agreement shall be given in writing and sent to the other party either by hand delivery (with signed receipt), by air express courier (with signed receipt) or by United States mail, postage prepaid, certified, return receipt requested. All notices shall be deemed given when mailed by both prepaid regular and certified mail to the parties at the addresses listed on the signature page or such other address that the parties designate in writing.
17. MISCELLANEOUS:
 - a. This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral.
 - b. No modification of this Agreement will be valid unless in writing signed by both parties.

- c. Each person executing this Agreement represents that he is fully empowered and authorized to do so and can bind Printscape Arena at Southpointe or Advertiser, as the case may be, to the terms hereof.
- d. If any provision of this Agreement is determined to be unenforceable or invalid, the remaining provisions shall not be affected thereby and shall remain in full force and effect. The headings and recitals contained in this Agreement have been inserted only as a matter of convenience and/or for reference, and in no way shall be construed to define, limit or describe the scope or intent of any provision of this Agreement. The captions of paragraphs and subparagraphs herein are for convenience only and shall not be deemed to limit, construe, alter or alter the meaning of, such paragraphs or subparagraphs.
- e. This Agreement will be governed and construed in accordance with the laws of the State of Delaware, without giving effect to its principles or rules regarding conflicts of laws.
- f. No failure or delay by Printscape Arena at Southpointe in exercising any right, power or privilege under this agreement will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise of any right, power, or privilege under this Agreement.
- g. This Agreement may be executed in any number of counterparts, including fax or facsimile transmission, and each such counterpart shall be deemed to be an original instrument, all such counterparts together shall constitute one (1) instrument.

Exhibit A

Term: 3 Program Sessions (Approximately 1 year) starting with December 2018, with First Right to Renew

Naming Rights Partnership for the Adult Learn to Play Hockey Program, and the Adult Hockey Leagues

Printscape Arena provides:

- Naming Rights Partnership for the Adult Learn to Play Hockey Program and Adult Hockey Leagues
- The right for the naming rights partner to have brand inclusion and create a new brand identity for both the Adult Learn to Play Hockey Program and the Adult Hockey Leagues. New brand and new logo to be mutually agreed to by both parties.
- Branding and signage opportunities in the Arena for program awareness (725,000+ visitors annually)
 - All spaces open to discussion, Sponsor is responsible for all signage costs
 - Examples include, but not limited to, Wall Noodles, Ice Rink Wall Banners, Restaurant Windows, Restaurant Banners
- Inclusion on all collateral material for the programs, website appearances and social media outlets, and jerseys - name/logo will be associated with all collateral material when marketing the program, including internal, print material, radio/tv/digital
- Digital Advertising in lobbies (4 flatscreens)

Sponsor provides:

- Public Relations and advertising for the Adult Learn to Play Hockey Program through Entercom (93.7 the Fan)
 - Running a 4-week ad campaign before each of the Adult Learn to Play Hockey program sessions, to include radio spots, Printscape Arena Hockey Director interviews, social media, on site remotes, program appearances by 93.7 radio personalities
 - Ad to include points of emphasis:
 - Never Ever Played? Never Ever Skated? Never Ever Too Late!
 - No Experience Required. Never Say Never!
 - Adult Learn to Play Hockey Program, Co-Ed Non-Checking
 - Insanely Positive, Judgement Free Atmosphere
 - Build Friendships while playing the Greatest Game on Earth
- Promotions at Bubba's Gourmet Burghers & Beer - Southpointe for program and league members during Term as determined by Sponsor and Restaurant
- Specials to be created specific to Bubba's Gourmet Burghers & Beer - Southpointe to increase pours for Labatt as determined by Sponsor and Restaurant
 - Ex. Mug Club for program and league members, Free Beer Fridays, etc.
- Annual contribution of \$2,750 for Adult Learn to Play Hockey Program and Adult Draft League Jerseys

This Agreement may be renewed and extended at the completion of this Term, to be mutually agreed upon by Sponsor and Owner.

ADVERTISER: NA Breweries/Labatt USA

By: _____

Name: Jason Ciganik

Title: District Sales Manager SWPA/WV

Date: _____

Notice Address:

79 Perry Street

Buffalo, New York 14203

Name: Jason Ciganik

Phone: 412-606-3367

Email: jason.ciganik@nabreweries.com

ICEOPLEX OPERATING, LLC

a Delaware limited liability company

By: _____

Name: Kevin Kuby

Title: Authorized Signatory

Notice Address:

Iceoplex Operating, LLC

c/o Blackstreet Capital Holdings, LLC

5425 Wisconsin Ave, Suite 701

Chevy Chase, MD 20815

240-223-1333

Attn: Murry Gunty, President