

Golden Eagles (2026-2027)

ICE RENTAL AGREEMENT

THIS ICE RENTAL AGREEMENT (this “**Agreement**”), dated effective as of 10th day of September, 2026 is entered into between Glacier Pointe Ice Arena LLC, a Delaware limited liability company (“**Owner**”), and Golden Eagles (“**Renter**”).

Owner is the owner and operator of the ice rink facility commonly known as “Glacier Pointe Ice Complex” located at 4150 Dove Rd, Port Huron, MI, 48060, as more particularly described herein (the “**Arena**”).

Owner manages the Arena.

Renter desires to lease certain ice slots at the Arena for its use on the terms set forth herein.

Renter desires to obtain ice slots on a non-exclusive basis at Arena for a specified number of hours on certain dates according to the terms and conditions set forth herein.

Black Bear Sports Group, Inc. must consent to this agreement (but is not a party to this agreement in any capacity) solely to the extent that this agreement is greater than one year and this agreement (alone or combined with any other agreements of Renter affiliates) is in excess of \$50,000.

NOW, THEREFORE, in consideration of the consideration specified herein and the premises and the mutual covenants and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, Owner and Renter hereby agree as follows:

TERMS AND CONDITIONS

1. ICE SCHEDULING:

- (a) Renter commits to pay for (and use) the ice slots set forth in Exhibit A. Renter will pay for such slots regardless of its ability to use the slots.
- (b) Owner reserves the right to adjust the times set forth in Exhibit A to accommodate all users of the Arenas by up to 20 minutes per session. Renter may request revisions to the scheduled dates/times. Owner agrees to make changes in its sole and absolute discretion. Nothing will relieve Renter of its obligations to pay for such ice unless, Owner makes such changes, again in its sole and absolute discretion.
- (c) The Fall season shall include dates from the third Monday in August through March 31. The Spring season shall include dates from April 1 until the third Monday in August.
- (d) Owner reserves the right to exclude the following days/dates each year (“Blackout Days”): Labor Day, Thanksgiving Day, and the Friday following Thanksgiving Day, December 25th

through January 1st and a weekend (Friday through Sunday) in each September, October, November, December, January, and February for tournaments. Renter shall not be charged for any Blackout Days that Renter does not get to use the ice nor for any showcases or tournaments that occur at the Arena as described herein.

- (e) Owner, at Owner's sole and absolute discretion, may take back previously scheduled time from Renter provided that there are reasonable and compelling reasons for such action including, but not limited to, mechanical or electrical breakdowns, unscheduled maintenance requirements or other unforeseen circumstances, and that a minimum of ten (10) days written notice is provided to Renter. In such event, Owner shall reschedule previously taken back scheduled time if an appropriate ice slot is available. Renter's ice time used for games, once scheduled, will need consent for any adjustments by Owner, and such consent may be withheld in the sole and absolute discretion of Owner.
- (f) Notwithstanding anything else herein, Owner reserves the right to maintain its internal programming of up to eight (8) hours on any event weekend (Friday through Sunday) in its sole and absolute discretion and this will be the priority scheduling at the Arenas.
- (g) Notwithstanding anything else herein, Owner reserves the right to maintain its internal programming on any event weekend (Friday thru Sunday) and shall provide Renter all dates and times Owner will conduct its internal programming. Owner reserves the right to run its own internal programming such as Learn to Skate, Learn to Play Hockey, Try hockey for free and other similar programs for kids and adults. Renter will not compete with Owner internal programming in any fashion.

2. TERM:

This Agreement shall commence on the date hereof and expire on March 1, 2027 ("Term").

3. RENT PAYMENTS:

- (a) Prior to Renter's use of the Arena, Renter shall pay to Owner an hourly rental charge for such and may be required to provide a deposit upon execution of this Agreement as set forth in EXHIBIT A. The total rental charge, including any required deposits, must be paid in full on the first (1st) day of the first full calendar month occurring BEFORE Renter has commenced use of the Arena and such payments must occur during regular business hours prior to use of the Arena.
- (b) Owner shall lease to Renter the locker rooms set forth on Exhibit A. At the termination of the lease, Renter shall be responsible for removing all personal property from the locker room. Any light fixtures, electrical equipment, tile, carpet, stalls, or any other fixed items shall remain property of the Owner. Renter shall be responsible for maintenance and upkeep of the locker room, including removal and disposing of the trash. Trash items are to be removed to the dumpster by Renter. Owner shall maintain all electrical, HVAC and utilities associated with the locker room. Owner reserves the right to lock the team out of the locker room for failure to keep the locker room clean. Renter shall still be liable for the locker room fees even if they are locked

out of the locker room.

- (c) Renter will be subject to a finance charge of 1.5% per month (18% APR) on any unpaid balance existing after the due dates if rent is not received by the 5th of the month. The finance charge will continue to be charged on a monthly basis until the unpaid balance is paid in full.
- (d) In the event that Renter pays monthly, as set forth in EXHIBIT A, commencing on the first (1st) day of the first full calendar month occurring BEFORE Renter has commenced use of the Arena, and thereafter on or before the first (1st) day of each month of the Term, Owner shall deliver to Renter an invoice for the NEXT month's rental charge. In other words, rent is paid one month in advance. Failure to invoice Renter shall not change or relieve Renter of any payment obligation hereunder. In the event of any conflict between the rental amount set forth in EXHIBIT A and the amount set forth in an invoice, the amount set forth in EXHIBIT A shall control. If the 1st falls on a weekend or a holiday, rent shall be paid on the first business day after the 1st.
- (e) Renter shall be obligated for the hourly rate regardless of whether Renter uses said ice time. Renter will be subject to a finance charge of 1.5% per month (18% APR) on any unpaid balance existing after the due dates if rent is not received by the 5th of the month. The finance charge will continue to be charged on a monthly basis until the unpaid balance is paid in full. If there is a need for any "true-ups" for ice added after the invoice date, this will be done at the end of the month and adjusted in the following months' rent charge.
- (f) Accepted forms of payment for hourly rentals are check, major credit cards, or ACH. Renters who pay monthly will pay rent and all other amounts via ACH. Please make checks payable to "Glacier Pointe Ice Arena LLC" Notwithstanding anything else herein, there shall be no refunds or credits for non-use of the ice. A 4% credit card processing fee will be charged to Renter for payments made by credit card. A \$50 fee plus additional fees incurred will be charged for returned checks. Renter shall be obligated to pay all sales taxes, amusement or otherwise, which may be assessed by any regulatory body or government agency that is assessed to the Arena based on their activity at the Arena. These will be estimated and payable in advance as well.
- (g) A five percent (5%) rental premium, based on the rental amounts set forth in the payment schedule, will be assessed for each month of the rental period. These accumulated premium payments shall be due and payable each month over and above the monthly rental payment. However, if Renter makes all monthly payments consistently and on time, in strict accordance with the agreed-upon timeline, Arena shall credit the full amount of this assessed premium against the final payment due under this Agreement.

4. SERVICES PROVIDED BY OWNER:

Owner shall provide or cause to be provided the following services at no charge to Renter during each rental period during the Term:

- (a) lighting, heating, plumbing, bathrooms in the rink, janitorial services, maintenance services and other miscellaneous services typically provided for the usage described in this Agreement.

- (b) Use of the public address system and scoreboard.
- (c) For long-term renters who pay monthly, the right to display signage in the Arenas (placement and signage to be mutually agreed upon by Owner)
- (d) Temporary use of locker rooms in the particular ice rink.
- (e) All games (showcase or otherwise) will be scored using Owner's designated scoring platform with market rates payable for such scoring platform to the scoring company directly by Renter. Renter understands that failure to use such scoring platform may mean there is no scoreboard for Renter's activities as the scoring platform will be integrated with the scoreboard in the near future.

5. NO REPRESENTATIONS OR WARRANTIES

Except as expressly set forth in this Agreement, neither Owner nor Owner's agents, employees, or contractors have made any representations, warranties, or promises with respect to the Arena, or the equipment, furniture, or improvements therein situated, if any, or the physical condition or size of the Arena except as specifically stated herein. Renter accepts the Arena and related facilities in its present "as-is where is and with all faults" condition, and subject to normal wear and tear between the date of this Agreement and the date of occupancy by Renter. Except as expressly set forth herein, Owner shall not be under any obligation to make and/or pay for any alterations, additions, installations, substitutions, or improvements to the Arena or the related facilities.

6. TAX MATTERS:

In order for Owner to qualify for any regulatory exemption under any state or local Admissions & Amusement Tax, Owner shall send notice of this Agreement to the applicable governing body if required by applicable law. This notice shall contain the information required by applicable law. Renter shall be fully responsible for any admissions, amusement, sales or usage tax assessed by any state or local taxing authority as a result of Renter's use of the Arena, whether imposed now or imposed at a later date at the direction of a taxing authority. Such tax shall be added to any payment due to Owner hereunder. Payment to Owner shall not waive any right by Renter, at Renter's expense, to challenge any such tax.

7. RENTER'S OBLIGATIONS:

- (a) Renter agrees that it shall abide by the Rules and Regulations attached hereto as EXHIBIT B, and such other rules and regulations as Owner may reasonably promulgate.
- (b) Renter will exclusively conduct its fall and spring season activities (practice, showcases, games, events, clinics, etc.) at the Arena.
- (c) Renter will obtain the written consent of every Renter member participant (including the written consent of the parent or guardian for minor participants) in a manner and form as shown in EXHIBIT C

- (d)** Renter shall be provided with a written copy of the Rules and Regulations and/or such Rules and Regulations shall be posted prominently at the Arena and to the extent any posted Rules and Regulations conflict with the Rules and Regulations set forth herein, the Rules and Regulations set forth herein shall govern and apply to Renter.
- (e)** In any conflict between such Rules and Regulations and this Agreement, the terms of this Agreement shall control.
- (f)** Owner shall enforce such Rules and Regulations in a uniform and non-discriminatory manner.
- (g)** Renter shall use the ice solely for ice skating activities and for no other use whatsoever. Renter shall not use the ice for any form of public skating, operate learn-to-skate programs, clinics, tournaments and/or any other public or semi-public skating activities without the express written consent of the Owner. Renter may not conduct programs that would be in competition with Owner's programs without prior written consent of Owner with the exception of programs that Renter has already conducted and/or sponsored prior to executing this Agreement.
- (h)** Renter is responsible for all personal property Renter or its members and invitees bring to the Arena. Owner is not responsible for lost, damaged or stolen goods at the Arena or its related facilities.
- (i)** Renter shall not permit the areas of the Arenas to be used for any disorderly or unlawful purposes during the period of this Agreement. Renter shall not allow players to shoot pucks or balls at any walls in or outside the building. Renter shall be liable for any such damage. Renter shall not allow players to practice using soccer balls inside the arena. Renter shall be liable for any such damage.
- (j)** Renter assumes full responsibility for all damage, with the exception of general wear and tear, associated with the activities herein, to any part of the Arena (whether included in this Agreement or otherwise) or to any property fixtures, and equipment therein or belonging to or used by Owner at or in the vicinity of the Arena, if caused by Renter or Renter's users, members, invitees, chaperones, employees, volunteers or competitors/affiliates participating in events during the periods utilized by Renter pursuant to the terms of this Agreement.
- (k)** Renter shall be charged with repairing damages caused to the said premises and equipment by Renter and/or Renter's users, members, invitees, chaperones, employees, volunteers or competitors/affiliates during the assigned times designated. Damages will be calculated by determining the amount of materials and labor required to repair or replace the equipment or premises to the reasonable satisfaction of Owner.
- (l)** Renter shall be responsible for providing its own instructors, coaches, scorekeepers, timekeepers, referees, officials, medical personnel and any other persons associated with its use of the Arena.
- (m)** Renter is responsible for assuring that the ice surface is cleared promptly at the end of each

licensed ice time session and at resurfacing. Renter shall also be fully responsible for assuring that none of its participants enters or steps upon the ice surface while the resurfacing doors are open.

- (n)** Renter is responsible for moving any of Renter's nets or ice divider pads to the ice resurfacer door or sideboards, as needed, for ice resurfacing.
- (o)** Renter is responsible for keeping those portions of the Arena and related areas in an orderly and clean condition while in the Renter's use.
- (p)** Renter hereby agrees to any locker room sign out policy instituted by Owner.
- (q)** Renter shall also be able to use spectator stands and public areas of the Arena and the parking lot during the contracted times.
- (r)** Renter is responsible for all aspects of Renter's operation at the Arena including check-in, check-out and the mailing and promotion of all programs operated by Renter. Owner will not act in an administrative role for Renter at any time.
- (s)** Only Renter's members, prospective members and invitees are authorized by this Agreement to use the Arena.
- (t)** If Renter requires contractors, and service providers, such as security personnel for an event, Renter may retain such providers at its sole cost and subject to Owner's approval, not to be unreasonably withheld, conditioned or delayed. Renter shall ensure that any such contractors or service providers meet all insurance requirements which Renter is subject to under Section 13 below.
- (u)** If Owner reasonably determines that Renter needs to provide security for any game or event held by Renter at the Arena, Owner and Renter shall meet in good faith to discuss such security needs and come to a mutually acceptable solution.
- (v)** Renter shall use commercially reasonable efforts to have all team members and guests promptly clear the rinks at the end of each scheduled ice time prior to Owner resurfacing the ice surface. Renter and its guests shall remain off the ice surface until the resurfacing is complete, the resurfacer has left the ice, and the resurfacer's bay doors are closed and secured.
- (w)** Renter shall be responsible to bring to Owner's attention any potential problems or defects it identifies prior to its use.
- (x)** Renter shall be responsible for all crowd control of any of its members or guests while in possession of the Arena utilized by the Renter which are subject to this Agreement. Owner reserves the right to require a member or guest to leave the Arena if their behavior is unruly or in any way harmful to the operation of the Arena and/or for any conduct deemed detrimental to the Arena, in all cases in the sole and absolute discretion of Owner.

- (y) Renter shall not sublet any portion of the rink and facilities at any time without the prior written consent of Owner which consent can be withheld for any reason.
- (z) Renter and any coaches, managers, participants, players or family members affiliated with Renter shall not tailgate at the Arena (inside or outside) nor bring outside food or beverage into the Arena (or the property of Arena) without the prior written consent of Owner. Owner may charge renter a \$100 penalty for each violation of this provision.
- (aa) All of Renter's games will be broadcast on Black Bear TV. Renter covenants they will not enter into any agreements precluding the broadcast of such games on Black Bear TV and will include in their registration an acknowledgement and release from its customers allowing such production.

8. USE OF RENTER'S NAME AND LOGO:

Renter hereby permits Owner to use the Renter's name and logo in accordance with all the terms and conditions of this Agreement. Renter agrees that this permission authorizes use of the name and logo of the Renter only in conjunction with the Owner's use and/or promotion of the Arena. Should Owner use the name and logo of the Renter in a manner not authorized by this Agreement, Renter may provide written notice to Owner to terminate its use of the name and logo of the Renter, and such termination shall take effect immediately upon Owner's receipt thereof.

9. SUBORDINATION AND ATTORNMENT.

(a) Subordination.

This Agreement and all of Renter's rights and interests created hereunder, shall be subject and subordinate to any mortgages or deeds of trust that now encumber or may hereafter be placed on the Arena and to the rights of the mortgagees or beneficiaries thereunder, any and all advances made or to be made thereunder, the interest thereon and all modifications, renewals, replacements and extensions thereof. Owner reserves the right, from time to time, to grant such new or additional mortgages or deeds of trust as Owner deems necessary or desirable. At Owner's request, Renter shall join in the execution of any of the aforementioned documents. If any such mortgage or beneficiary so elects in writing, then this Agreement shall be superior to the Lien of the mortgage or deed of trust held by such mortgagee or beneficiary, whether this Agreement is dated or recorded before or after such mortgage or trust deed. Any such mortgagee or beneficiary may make such election by executing and recording in the appropriate office of the county where the Arena is situated a notice reciting that this Agreement shall be superior to the lien of the mortgage or deed of trust of such mortgagee or beneficiary. From and after the recordation of such notice, this Agreement shall be superior to the lien of said mortgage or deed of trust and shall not be extinguished by a foreclosure thereof or any sale thereunder. Upon request, Renter shall promptly execute and deliver to Owner, or any such mortgagee or beneficiary, any documents or instruments required by any of them to evidence subordination of this Agreement hereunder or to make this Agreement prior to the lien of any mortgage or deed of trust as herein specified. Such document shall be in such form as such mortgagee or beneficiary may require. If Renter fails or refuses to do so within fifteen (15) days after written request therefor by Owner or such mortgagee or beneficiary, such failure or refusal

shall constitute an event of default hereunder by Renter, giving rise to Owner the rights under Section 16 of this Agreement, but shall in no way affect the validity or enforceability of the subordination to or by the mortgage or deed of trust held by such mortgagee or beneficiary.

(b) Attornment by Renter.

Upon enforcement of any rights or remedies under any mortgage or deed of trust to which this Agreement is subordinated, Renter shall, under such right or remedy, attorn to and recognize such purchaser or transferee as Renter's Owner under this Agreement without any deduction or setoff whatsoever. Renter shall execute and deliver any document or instrument required by such purchaser or transferee confirming the attornment hereunder.

10. ESTOPPEL CERTIFICATES AND FINANCIAL STATEMENTS.

- (a)** Renter shall, within ten (10) business days after notice from Owner, execute and deliver to Owner an Estoppel Certificate, as Owner may reasonably require. If Renter fails to deliver the certificate within said 10-business-day period, Renter is deemed to acknowledge, as of the date thereof, that (a) this Agreement is in full force and effect and has not been modified except as represented by Owner; (b) there are no uncured defaults in Owner's performance hereunder; (c) not more than one month's Minimum Monthly Rent has been paid in advance; and (d) there is no security deposit except as represented by Owner. Renter agrees that the foregoing estoppel certificate may be relied on by anyone holding or proposing to acquire any interest in the Ice Arena Facility from or through Owner or by any mortgagee or prospective mortgagee of the Ice Arena Facility or of any interest therein, and, if the prospective lender or purchaser is an institutional entity, the standard form estoppel provided by such entity shall be utilized instead and may also be relied on by the applicable parties.
- (b)** Upon the request of Owner, Renter shall deliver to Owner or any potential lender or purchaser designated by Owner monthly financial statements (including income statements, balance sheet and cash flow) and such other financial statements of Renter as may be reasonably required by Owner or such lender or purchaser, including but not limited to Renter's financial statements for the past three (3) years. All such financial statements shall be received by Owner and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

11. LIMITATIONS OF LIABILITY:

- (a)** RENTER ACKNOWLEDGES, AGREES AND UNDERSTANDS THAT THERE ARE RISKS INHERENT TO THE ACTIVITIES CARRIED ON AT THE ARENA AND ALL OTHER PARTS OF THE FACILITY. RENTER AND ITS USERS, MEMBERS, INVITEES, CHAPERONES, VOLUNTEERS, COMPETITORS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "RENTER PARTIES") FREELY AND KNOWINGLY ASSUME ALL RISKS INHERENT TO THE ACTIVITIES CARRIED ON AT THE ARENA AND ALL OTHER PARTS OF THE FACILITY AND FULLY UNDERSTAND THAT SAID ACTIVITIES INVOLVE RISKS TO THE RENTER PARTIES INCLUDING BODILY INJURY, PARTIAL OR TOTAL DISABILITY, PARALYSIS, DEATH AND DAMAGES THAT MAY ARISE THEREFROM. OWNER SHALL NOT BE LIABLE FOR ANY DAMAGE OR INJURY TO ANY RENTER PARTY OR THEIR PROPERTY AT THE

ARENA OR ANY PART THEREOF (EVEN IF CAUSED BY THE ACTIONS OR OMISSIONS OF THE OWNER INDEMNITEES (AS DEFINED BELOW)), INCLUDING COMMON AREAS. THE PRECEDING IN NO WAY LIMITS THE LIABILITY OF ANY OF THE OWNER INDEMNITEES FOR THEIR NEGLIGENT ACTS AND WILLFUL OMISSIONS. EACH RENTER PARTY USING THE ARENA, FOR ANY PURPOSE UNDER THIS AGREEMENT, ASSUMES ALL RISK AND DANGER INCIDENTAL TO SUCH INTENDED USE. THESE RISKS AND DANGERS INCLUDE, BUT ARE NOT LIMITED TO, THE DANGER OF BEING INJURED BY THE ICE SURFACE, PUCKS, HOCKEY STICKS, OTHER SKATERS, SKATES, TRAINING APPARATUS, NETS OR ANY OTHER ELEMENT INCIDENTAL TO THE RENTER'S USE OF THE ARENA.

- (b) EXCEPT AS EXPRESSLY PROVIDED HEREIN, OWNER SHALL PROVIDE THE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR QUALITY.
- (c) THE MAXIMUM LIABILITY OF OWNER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON BREACH OR REPUDIATION OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, TORT, STATUTORY DUTY, OR OTHERWISE, SHALL BE AN AMOUNT EQUAL TO THE EQUIVALENT OF TWELVE MONTHS OF RENT PAYMENTS APPLICABLE AT THE TIME OF THE EVENT.
- (d) TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL OWNER BE LIABLE TO ANYONE FOR LOST PROFITS OR REVENUE OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, COVER, SPECIAL, RELIANCE OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND HOWEVER CAUSED, WHETHER FROM BREACH OF WARRANTY, BREACH OR REPUDIATION OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION FROM OR IN CONNECTION WITH THIS AGREEMENT (AND WHETHER OR NOT OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). CERTAIN STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, IN WHICH CASE SUCH DAMAGES SHALL BE SUBJECT TO THE LIMITATIONS OF PARAGRAPH 11(C) ABOVE

12. INDEMNITY:

Renter shall indemnify, defend and hold harmless Owner, its parents, subsidiaries and affiliates, and the respective directors, officers, agents and employees of each (collectively the "**Owner Indemnitees**") from any and all costs, losses, liabilities, damages, lawsuits, deficiencies, claims, expenses (including costs and attorney's fees) (including without limitation, for bodily injury, personal injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damage to property, including loss of use thereof), arising out of or in consequence of: (i) use or occupation of the Arena and facilities including but not limited to any surrounding areas

owned or leased by Owner by a Renter Party (including injuries to third parties and damage to property); (ii) any negligent act or willful omission of a Renter Party, its employees, officers, directors, shareholders or agents; (iii) any breach of any representation, warranty, or Agreement or in the inaccuracy of any material representation or warranty made by Renter in or pursuant to this Agreement; and/or (iv) for any acts and omissions in the operation, supervision or maintenance of the Arena and the organization and conduct of hockey practices, scrimmages, clinics, tournaments and games or any acts and omissions in the organization and conduct of ice skating activities, hockey practices, scrimmages, clinics, tournaments, games and other activities, during Renter usage periods. Any liquidated damages payable hereunder shall be in addition to and shall not negate or affect Renter's indemnification obligations. As a condition precedent to use of the Arena, Renter shall obtain from each participant who uses the Arena during the term hereof and/or their parent or legal guardian a signed copy of the Consent Form attached hereto as EXHIBIT C, and shall, upon reasonable prior demand, furnish Owner with proof of compliance of this requirement.

13. INSURANCE:

- (a) Renter shall maintain liability insurance with a minimum bodily injury and property damage limit of \$1,000,000 per person and \$1,000,000 per occurrence for itself and for Owner as an additional insured. Upon execution of this Agreement, Renter shall provide a Certificate evidencing such insurance coverage to Owner, naming Owner, as an additional insured party on Renter's commercial general liability insurance. The policy shall require thirty (30) days advance written notice to Owner prior to any cancellation, non-renewal or reduction in coverage (ten (10) days for non-payment of premium).
- (b) Owner and Renter each hereby waive any right of subrogation and right of recovery or cause of action for injury or loss to the extent that such injury or loss is covered by fire, extended coverage, "All Risk" or similar policies covering real property or personal property (or which would have been covered if Renter or Owner, as the case may be, was carrying such property insurance). Such waivers shall be in addition to, and not in limitation or derogation of any other waiver or release contained in this Agreement. Owner and Renter shall each obtain waiver of subrogation endorsements to their respective property or casualty insurance policies.

14. ASSIGNMENT:

Renter may not assign or in any way hypothecate or pledge this Agreement or transfer any of its rights, duties, or obligations hereunder without the prior consent of Owner, which consent shall only be granted in the sole and absolute discretion of Owner, provided that Renter shall have the right to transfer its interest in this Agreement to any successor entity which Renter totally controls. This Agreement MAY be assigned by Owner without Renter's consent.

15. EXCUSE OF PERFORMANCE:

- (a) Owner 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 Owner. Renter acknowledges that inclement weather will not excuse performance hereunder or result in

canceling, rescheduling, refunding or crediting of any type. Owner shall have the right on reasonable written or verbal notice to Renter to preempt use of the Arena for hockey tournaments, ice shows, or other similar special events on the condition that Owner reschedules the ice time so cancelled, at a time and date mutually agreed to by the parties; provided that Renter's ice time for league games, once scheduled, cannot be adjusted as Renter may be subject to league fines for any alterations to a published game schedule.

- (b) In the event that Renter is prevented by circumstances outside of its control from using the ice slots set forth in EXHIBIT A due to an act of God, war, terrorism or restriction on sports imposed by emergency governmental order that causes the rink to close ("Closure Order"), Renter shall be excused from future rental charges for any ice slot for which it is unable to use. For the purposes of this Section 15, Renter would be considered to be "unable to use" an ice slot in the event that it was unable, due to any of the circumstances identified in the preceding sentence, to use the given ice slots for team hockey activities because the rink was closed. Renter further acknowledges that this provision shall not release it from liability under this Agreement for ice that was used prior to the Closure Order, and further acknowledges that payments made under the Agreement prior to the Closure Order shall not refundable under any circumstances. Notwithstanding anything else herein, Renter shall not be excused for any governmental orders limiting capacity, or any other negative effect due to a national or regional pandemic, and Renter shall be responsible to use all ice that they have committed to use regardless of whether or not they use the ice in the manner they intend or they use it at all.

16. TERMINATION AND DEFAULT; LIQUIDATED DAMAGES:

- (a) Except as otherwise expressly allowed herein, Renter shall not have the right to terminate this Agreement or cancel a rental period. In the event that Renter terminates this Agreement or cancels any portion of a rental detailed herein, Renter shall pay to Owner, within fifteen (15) days of such termination or cancellation, 100% of the amounts owed for such termination or cancellation, plus any late fees or penalties/fees per this Agreement. In the event that the Renter is in default under any of its terms, Owner shall have the right to refuse Renter access to the Arena (including its ice slots it is paying for and/or its locker rooms, if any) and nothing will relieve Renter from its obligations under this Agreement (including for ice slots that it is not allowed to use due to its default under this Agreement).
- (b) 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 and the above liquidated damages clause shall not apply. If any required deposit or other sum is not paid promptly by Renter when due, or in the event Renter violates any terms of this Agreement (including, without limitation, failing to provide all liability waivers as required by this Agreement), then Owner shall be entitled to exercise all rights and remedies available to Owner under this Agreement and applicable law, which remedies may include, without limitation, the right of Owner to suspend performance under this Agreement, cease

providing ice to Renter, or otherwise immediately terminate this Agreement. In the event of any such suspension, Renter shall remain fully liable for all amounts owed hereunder. In the event of any termination, the liquidated damages set forth above shall apply. In addition to the foregoing rights, if any required deposit or other sum is not paid promptly by Renter 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. Without limiting the foregoing, following any breach by Renter of the terms of this Agreement, Owner shall also have the right, but not the obligation, to rent the ice contracted herein to other renters. Such subsequent rental shall not in any way release Renter from any of its obligations under this Agreement; provided that any revenue from other rental amounts will reduce Renter’s obligations herein as set forth above. Owner 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. Owner reserves the right to pursue all remedies available to it under the terms hereof and under any applicable law (subject to the limitation on damages set forth in Section 11

17. 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.

18. MISCELLANEOUS:

- (a)** This Agreement constitutes the entire Agreement of the parties and supersedes all previous communications, representations, understandings and agreements whether oral or written, between parties. This Agreement may be modified or altered only by mutual agreement by the parties in writing; provided, that any alteration, amendment, modification, waiver or cancellation shall only be valid and binding against Owner if signed in writing by an authorized officer of Owner.
- (b)** 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.

19. WAIVER OF JURY TRIAL.

This Agreement is governed by the laws of the State of Delaware as to interpretation, construction and performance. Subject to strict adherence with the terms and conditions of Section 20 of this Agreement, ALL PARTIES TO THIS AGREEMENT HEREBY FREELY WAIVE ANY OF THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY, BASED UPON, RELATED IN ANY MANNER TO OR

ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THEM RELATING TO THIS AGREEMENT OR THE MANAGEMENT OR OPERATION OF THE COMPANY. The scope of this waiver is intended to be all-encompassing of any and all disputes filed in any court for any reason relating to this Agreement including, without limitation, contract, tort, breach of duty and all common law and statutory claims. All parties to this Agreement acknowledge that they have and are receiving the benefits of this Agreement and that this waiver was and is a material inducement to enter into this Agreement, that each has already relied on the waiver in entering into this Agreement, and that each will continue to rely on the waiver in their related future dealings. Each party to this Agreement represents and warrants to the other parties to this Agreement that it will strictly comply with the terms and conditions of Section 20 and that each party has reviewed this waiver with its legal counsel, and that each knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THE WAIVER APPLIES TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT.

20. DISPUTE RESOLUTION

- (a)** All Members and parties to this Agreement agree and consent that any dispute, controversy or claim arising under this Agreement among the parties hereto shall be resolved exclusively by arbitration conducted in Washington, DC, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, which rules are incorporated by reference into this Section. 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 three (3) arbitrators whereby each party shall choose one (1) arbitrator and those two (2) arbitrators shall select a third arbitrator. The arbitration shall be conducted in a single hearing, and the arbitrator shall render his/her/their decision within a reasonable time after the conclusion of the hearing. The decision of the arbitrator(s) shall be final and not appealable. Judgment upon any decision rendered by the arbitrators may be entered by any court having jurisdiction.
- (b)** The Parties each irrevocably agree to submit personally to venue and jurisdiction for purposes of the arbitration and further agree that a fully binding and enforceable arbitration hearing may be conducted there, and that a fully binding and enforceable arbitration award may be issued, notwithstanding any law or rule that might otherwise limit the arbitrator's jurisdiction over any party or any dispute subject to this arbitration agreement. Once commenced, the arbitration shall proceed to an enforceable, final award regardless of any party's failure or refusal to participate.
- (c)** The arbitrator shall apply the substantive laws of the State of Delaware in all respects and notwithstanding any choice of law rules to the contrary.
- (d)** To the fullest extent provided by law, the parties hereto irrevocably and unconditionally waive any right to appeal or seek modification of any ruling or award by the arbitrator. The parties hereto shall maintain the confidential nature of the arbitration proceeding and the award, including when seeking to confirm or vacate the award in court, unless otherwise required by

law or judicial decision.

- (e) With regard to any arbitration or other proceeding filed or brought by any of the parties against another party hereto, the Manager and/or the Company, the Prevailing Party (defined below) shall be entitled to recover all of its reasonable costs and expenses incurred in connection with such dispute, including the fees and expenses of counsel of to the parties thereto, which may include printing, photostating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding (Costs and Expenses). The term "Prevailing Party" means that party whose position is substantially upheld in a final judgment rendered in such proceeding. The provisions of this Section 20 shall survive the entry of any judgment, and will not merge, or be deemed to have merged, into any judgment. This provision of this Section 20, and the obligation of payment of any Costs and Expenses of the Prevailing Party, shall inure to the benefit of and protect each party hereto, the Manager and the Company, as the case may be, from and against any party that brings an action or otherwise asserts a claim in any other forum or jurisdiction in contravention to the arbitration provisions of this Section 20, such that any Costs and Expenses incurred by the Prevailing Party in any such action shall be paid by the non-Prevailing Party.

21. AUTHORITY:

Renter represents and warrants that: (a) Renter has full power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby, (b) the execution and delivery by Renter of this Agreement and the performance by Renter of its obligations hereunder have been duly authorized by all action on the part of Renter and the person executing this Agreement on behalf of Renter has all authority necessary to do so, and (c) this Agreement has been duly executed and delivered by Renter, and constitutes a legal, valid and binding obligation of Renter, enforceable against Renter in accordance with its terms. To the extent Renter is a legal entity, Renter represents and warrants that Renter is duly organized, validly existing and in good standing under the laws of its state of organization. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Agreement.

22. COUNTERPARTS:

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.

23. BROADCAST EXCLUSIVITY:

Renter acknowledges and agrees that Owner and its affiliates have the exclusive right to broadcast, televise, cablecast, stream and webcast all events held in the Arena during the term of this Agreement. Accordingly, Renter and its participants, players, coaches, trainers, spectators, and supporters shall have no right to broadcast, televise, cablecast, stream, and/or webcast any events held in the Arena. Players, coaches, trainers, and parents/guardians of players and their invitees (e.g., invited family members) may use their phone or a handheld camera to record clips of a player, with

the player's consent, for non-commercial uses (e.g., post-game posting social media, recruiting, personal enjoyment) if there are other players in the clips. If there are no other players in the clips, the clips can be used for commercial use as well. Owner reserves the right to use any of Renter or Renter's participants' logos, names, video, audio, and pictures taken during any on-ice Renter activity, as well as any player-related hockey statistics—such as games played, goals, assists, points, and penalty minutes—and to modify and present same in any form, manner and media, now known or hereafter devised, for commercial, promotional, or instructional purposes, all without compensation to Renter or Renter's participants'. Renter's breach of this Section 23 without requesting permission from Owner in writing in advance shall constitute an event of default hereunder by Renter, giving rise to Owner the rights under Section 17 of this Agreement. In addition to the rights in Section 17 (which includes termination and suspension of activities), Renter shall be liable for a \$250 penalty for each violation of this Section 23

SOLELY IF THIS AGREEMENT IS FOR LONGER THAN ONE YEAR AND OVER \$50,000 IN TOTAL REVENUE BLACK BEAR MUST PROVIDE ITS CONSENT BUT IS NOT A PARTY TO THIS AGREEMENT IN ANY CAPACITY.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the parties herein on the date first above written.

Owner

Glacier Pointe Ice Arena LLC

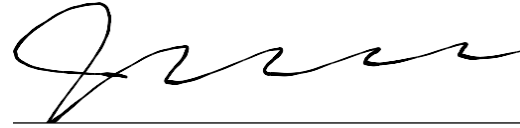
A handwritten signature in black ink that reads "scott branovan" in a cursive, lowercase style.

Scott Branovan, Regional Director of Operations

SIGNED 10/12/2026, 8:07:55 AM EDT

Renter

Golden Eagles

A handwritten signature in black ink that appears to read "John Bacheller" in a cursive, stylized script.

John Bacheller, President

SIGNED 10/9/2026, 4:32:49 PM EDT

EXHIBIT A

Ice Slots

Period	Ice Rate	Total Hours	Total License Fee
2026-20227 (In Season Rate)	\$310/hour	42 hours	\$13,020.00
Oct. 23-25, 2026 (Stanley Keg Tournament Rate)	\$175/hour	TBD*	TBD*

*Total tournament hours shall depend on the tournament schedule, to be mutually agreed by Renter and Owner at a later date, subject to Owner's final discretion.

The last 10 minutes of every time slot will be reserved for an ice cut and charged at the hourly rate. The frequency of all other ice cuts during the scheduled ice time slots or “blocks” (except the last 10 minutes) are at the discretion of the Renter, but will be billed as “rented” ice time. Renter and Owner shall work together to schedule ice cuts that do not overlap with the other ice sheet. Renter to submit ice schedule request no later than May 31 of the preceding season.

Renter may reserve additional ice time at the rates set forth herein, with all scheduled times subject to mutual agreement of the parties and Owner’s sole final discretion based on availability.

Owner Showcases/tournaments and Internal Programming: In accordance with Section 1 of the Agreement, Owner plans to host (itself or thru third parties) multiple showcases and tournaments during the year and reserves the right to run its own internal programming such as Learn to Skate, Learn to Play Hockey, Try hockey for free and other similar programs for kids and adults. Owner will notify Renter when those dates and times are in accordance with Section 1 of the Agreement and Renter will not be charged for such ice. Renter will not compete with Owner internal programming or showcases in any fashion.

At the termination of the lease, Renter shall be responsible to remove all personal property from the locker room. Any light fixtures, electrical equipment, tile, carpet, stalls, or any other fixed items shall remain property of the Owner. Renter shall be responsible for maintenance and upkeep of the locker room, including removal and disposing of the trash. Trash items are to be removed to the dumpster by Renter. Owner reserves the right to lock the team out of the locker room for failure to keep the locker room clean provided Owner has first given Renter notice of its failure to keep the locker room clean and Renter fails to clean the locker room within 15 days after receipt of such notice. Renter shall still be liable for the locker room fees even if they are locked out of the locker room.

EXHIBIT B

RULES AND REGULATIONS

ARENA RULES OF CONDUCT

- 1.** A Coach is to be present for the duration of practice slot.
- 2.** Coach/adult is responsible for getting participants off of the ice on time.
- 3.** Play or practice is to stop immediately when the Zamboni gates are opened.
- 4.** There shall be no shooting of pucks or continued skating when an Owner employee or agent is on the ice.
- 5.** No one is to step on to the ice when the Zamboni is on the ice, nor is any one to step on the ice prior to the beginning of the scheduled ice slot.
- 6.** If teams do not get off the ice on time, it is not Owner's responsibility to give the next team additional ice time.
- 7.** All rules and regulations for the use of the Arena, as they may be amended from time to time, pertain to Renter and its employees and agents use of the parking lot, ingress and egress from the facility, use of the stands or seating at the Arena, the Locker Rooms, the restrooms and while entering and exiting the ice. This rule is subject to Section 7 of the Agreement.
- 8.** Renter supervisory personnel shall be present at all times during Renter use of the Arena. Renter supervisory personnel shall be responsible for reasonably assisting Owner in securing compliance with Owner's rules and regulations (at no additional expense to Renter).
- 9.** Renter shall not interfere with Owner's operational responsibilities in running the Arena, nor shall it interfere with any other party's access to and use of the facility.
- 10.** Renter shall comply with all federal, state, county and municipal statutes, ordinances, rules and regulations pertaining to its organizational activities and use of the Arena.
- 11.** Renter shall be liable for any and all damage to Owner caused by Renter, including but not limited to damage to the Arena's dasher boards, glass, scoreboard and common facilities. Reimbursement for damages shall be due and payable in full within thirty (30) days from date of invoice. This rule is subject to the waiver of Section 11 set forth in the Agreement.
- 12.** Renter shall not allow or permit any materials, objects or substances to be brought by an employee or agent of Renter to the Arena that are illegal. Owner reserves the right to refuse admission to the Arena or to remove from the Arena any person or persons who fail to comply with any of its rules and regulations. This rule is subject to Section 7 of the Agreement.

13. Owner shall have the right to reasonably amend Arena and/or facility and rink rules and Renter agrees that all of its coaches, trainers, players and other representatives will abide by such rules.
14. Renter agrees that all of its coaches, trainers, players and representatives shall abide by all USA Hockey rules, policies and guidelines.
15. No swearing, hateful, racist, antisemitic, or abusive language on the bench, in the rink, or at any Renter function in the Arena or on the property by the Renter or its participants, players, trainers, or coaches.
16. No fighting, drinking of alcohol, smoking, vaping, chewing of tobacco or use of illegal substances by the Renter or its participants, players, trainers, or coaches.
17. The Arena is a private facility and does not tolerate any forms of political expressions, displays, or anything similar in nature on any gear, signs, equipment, etc. that could be interpreted in any manner as controversial in the Owner's sole and absolute discretion, subject to applicable law. Display or doing anything of that nature will cause such parties (of Renter) to be asked to leave the Arena and/or the game or event will be cancelled immediately with no refund.

EXHIBIT C

WAIVER, PARENTAL WAIVER AND RELEASE OF LIABILITY

I, the undersigned, parent or legal guardian, acknowledge the inherent risk involved in ice skating, and all sports relating thereto. Accordingly, in consideration of myself and of my child being allowed to participate in any skating activities and/or other activities at the ice rink (the "Arena") owned and/or operated by _____, (the "Owner") I acknowledge, appreciate and agree that:

- (a) The risk of injury from ice skating is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
- (b) I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown of my and my child's attendance and participation in activities at the Arena, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my and my child's participation; and,
- (c) I willingly agree to comply with the stated and customary terms and conditions for participation in Arena activities. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
- (d) I willingly (i) authorize the Owner, its licensees and designees and affiliates and their respective successors and assigns (collectively, the "Owner Parties") to record and use the name, image, likeness, and voice of my child and me by photograph, audio, and videotape recording, live broadcast or re-broadcast, or any other means now known or hereafter developed (the "Recordings") in connection with my and my child's attendance and participation in activities in the Arena for media coverage, public relations, or any other purpose in Owner's sole and absolute discretion and (ii) grant to the Owner Parties, a worldwide, perpetual, irrevocable, fully-paid, royalty-free, transferable and sublicenseable right and license to use, reproduce, disseminate, broadcast, and publish the Recordings, whether through film, video, livestream, television, radio, satellite broadcast, print media, re-broadcast, Internet/digital media, social media, or other means of promotion or distribution in all forms of media now known or hereafter developed. I also willingly authorize the Owner Parties to use, copy, and disseminate, subject to applicable law, my and my child's name, image, and player-related hockey statistics—such as games played, goals, assists, points, and penalty minutes—and to modify and present same in any form, manner and media, now known or hereafter devised, for promotional and instructional purposes, including but not limited to allowing leagues, tournaments and other providers to have access and use of all such information. All Recordings collected by the Owner Parties shall permanently remain property of the Owner Parties. If I or my child (if not a minor) authorizes the Owner Parties to collect my child's height, weight, birthday, and hometown, I or my child then willingly authorizes the Owner Parties to use, copy, and disseminate such information, subject to applicable law, and to modify and present same in any form, manner, and media, now known or hereafter devised, for promotional and

instructional purposes.

- (e) I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS the Owner Parties and their respective officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of the Arena (collectively, the “Releasees”), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
- (f) Should any disputes, claims or litigation arise regarding the Owner Parties and myself or my child, I agree that the Prevailing Party (defined below) shall be entitled to recover all of the reasonable costs, expenses, and fees including reasonable attorney fees incurred in connection with such dispute, claim or litigation as determined by a final judgment of a court. The term “Prevailing Party” means that party whose position in the claim, dispute or litigation is substantially upheld.
- (g) If any part of this agreement is determined to be void and unenforceable, the remainder shall remain in full force and effect.
- (h) This Agreement shall be governed by the laws of the state of Delaware.

Furthermore, I acknowledge that the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and spreads from person-to-person contact.

Arena has put in place preventative measures reduce the spread of communicable diseases; however, Arena cannot guarantee that you or your child(ren) will not become infected while attending our facilities. While we’ve implemented reasonable preventive measures, we depend on each and every visitor and their families to follow the guidelines from the Center of Disease Control, and all applicable federal, state, and local health department guidelines, rules, laws, and regulations before and while visiting our premises. We are all in this together and rely on each other to adhere to the above-mentioned guidance and legal restrictions. The undersigned fully understands and acknowledges both the known and potential dangers of utilizing our facilities, services, and programs and acknowledge that use thereof by the undersigned and/or such participating children may, despite our reasonable best efforts to mitigate such dangers, result in exposure to communicable diseases, which could result in quarantine requirements, serious illness, disability, and/or death.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS ON BEHALF OF MYSELF AND MY CHILD BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name of Participant (printed):

Signature of Participant:

Parent or Legal Guardian:

Printed Name of Parent or Legal Guardian

Date:
