

CHARLOTTE CHECKERS SEASON TICKET HOLDER TERMS AND CONDITIONS

This agreement (this "Agreement") by and between the Charlotte Checkers Hockey Club, LLC (the "Charlotte Checkers") and the person or entity identified as the Season Ticket Holder ("STH") who shall purchase season tickets (each, a "Season Ticket" and collectively, the "Season Tickets") for admission and seating to attend the Charlotte Checkers home games at Bojangles Coliseum (the "Coliseum") during the American Hockey League ("AHL") regular season (the "Season"). This Agreement shall govern the purchase of any season ticket package, including, but not limited to, the following: (i) a full-season package; (ii) a mini-plan game package; and/or (iii) any other multi-game package, such as a flex plan (each, a "Ticket Package" and collectively, the "Ticket Packages"). Each Ticket Package shall be associated with and maintained under a corresponding account ("Account"). STH's use of the Season Tickets is subject to the following terms and conditions.

1. Possession and Use. STH shall be entitled to the use and possession of the Season Tickets for each ice hockey game played in the Coliseum by the Charlotte Checkers during the Season, and any renewals of this Agreement as described herein, subject to the provisions of this Agreement. Access to the Season Ticket seats shall be controlled by the Charlotte Checkers and shall require the presentation, by each person attending a game, of a ticket for admission thereto. Each Season Ticket shall constitute a revocable license issued by the Charlotte Checkers to STH. Such license may be revoked by the Charlotte Checkers at any time in accordance with the terms and conditions set forth herein. This Agreement only provides STH with the right and privilege to possess and use the Season Tickets in the manner set forth in this Agreement. This Agreement does not confer upon STH and STH's guests any greater or lesser rights and privileges with respect to admission to the Coliseum than afforded to other holders of tickets for admission thereto. STH and STH's guests, and anyone using the Season Tickets on STH's behalf, shall be bound by and shall observe the terms and conditions upon which admission to the Coliseum is permitted, including without limitation, all applicable policies of the Charlotte Checkers, the Coliseum, and the AHL Fan Code of Conduct. STH and all those using the Season Tickets shall maintain proper decorum and comply with all applicable laws, rules and regulations of all governmental authorities and the Charlotte Checkers. STH shall not suffer or permit the use of the Season Tickets in violation of this Agreement or any of the rules and regulations referenced herein. STH is strictly responsible for the compliance of all such rules by himself/herself and any person utilizing STH's Season Tickets. STH assumes full responsibility for the character, acts, and conduct of each person who gains admission to the Coliseum by presentation of the Season Tickets. For purposes of STH's obligations hereunder, the act of any such person shall be deemed the act of STH. For violation of this Agreement or any applicable law, rule, or

regulation of the Charlotte Checkers or any entity with authority, the Charlotte Checkers may exclude any person from the Coliseum or the Season Tickets, or immediately terminate the right of any person to obtain access to the Season Tickets or remain within the Coliseum, and remove or cause such person(s) to be removed therefrom. This Agreement does not entitle STH to any future renewal rights, except as expressly stated herein. The Charlotte Checkers, in its sole discretion, reserve the right for any reason whatsoever not to renew any Season Tickets or to change the seat location previously assigned to STH.

2. All Sales are Final; No Refunds. STH is not entitled to any refund, exchange, or cancellation on their Account, including without limitation, in the case of inability of or failure by STH to use any Ticket. **SEASON TICKETS ARE NON-REFUNDABLE AND NON-TRANSFERABLE, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR OTHERWISE REQUIRED BY APPLICABLE LAW. ALL SALES ARE FINAL.** Any monies paid or deposited by STH into an Account is non-refundable and must be applied to the price of the Season Tickets, or at the discretion of the Charlotte Checkers, to any fees, charges, or expenses associated therewith. Any credit remaining on an Account at the conclusion of the Season is non-refundable and cannot be applied toward the purchase of any future tickets or other products. Except as otherwise set forth herein, STH is obligated to pay the designated fee (ticket fees and license fees, if applicable) for the right and privilege to use the Season Tickets (the "Fee") promptly when such payments are due without any deductions, set offs, or counterclaims against such payments on account of any breach or default by or claims against the Charlotte Checkers or otherwise. The Charlotte Checkers shall not be liable for and STH shall not assert any deduction, set off, or claim of any nature against the Charlotte Checkers for any act or omission of or any breach or default by any concessionaire or other vendor in or about the Coliseum. Except as otherwise set forth in this Agreement, the Charlotte Checkers shall have no liability to STH on account of any cancellation or postponement or other failure or deficiency in the conduct of such games. STH's rights under this Agreement, including the right to have access to the Coliseum and use the Season Tickets, are subject to the condition precedent of payment by STH to the Charlotte Checkers of all sums then due to the Charlotte Checkers and upon STH's continued compliance with this Agreement. STH shall pay any sales, privilege, rental, use, property, or other governmental taxes due on or with respect to the Fees or on account of the use of the Season Tickets. Delivery of the Season Tickets shall be made prior to the applicable Season, and only upon receipt by the Charlotte Checkers of full payment of all monies currently due and owing in connection with the Season Tickets.

3. Payment Plan Terms. Should STH elect to purchase the Season Tickets pursuant to a payment plan, STH hereby authorizes the Charlotte Checkers to charge STH's designated payment method in accordance with STH's payment plan. Should STH have any questions

regarding STH's right to cancel such automatic payments, STH shall contact his, her, or its financial institution. STH shall retain a copy of this Agreement for STH's records. The following terms shall apply to each STH that purchases the Season Tickets pursuant to a payment plan, and, by purchasing the Season Tickets under such a plan, each STH expressly agrees to the following:

*I, STH, hereby authorize the Charlotte Checkers to process payment of my Account balance according to my payment plan election outlined and agreed to by me in my agreement with the Charlotte Checkers to purchase a Ticket Package or selected and agreed to by me during the ticket renewal process. I further authorize the Charlotte Checkers to automatically charge my credit card, debit card, or to initiate deductions from the account specified by me, per the terms and conditions of the agreement between the Charlotte Checkers and me, in order to process the payment plan. I acknowledge that the Charlotte Checkers will not provide notification prior to processing a payment unless the date or amount of such payment changes, in which case the Charlotte Checkers will provide written notice at least ten (10) days prior to processing such payment. I understand that if I cancel this authorization, such cancellation does not relieve me of my payment obligations under my agreement to purchase a Ticket Package. I understand that my payment plan agreement with the Charlotte Checkers will be made at the time of purchase and/or renewal of my Ticket Package, and I may request a copy of my payment plan terms from the Charlotte Checkers after the time of purchase and/or renewal requesting that the Charlotte Checkers provide such payment plan terms within two (2) business days of my request. The payment plan agreement is subject to the Truth in Lending Act (TILA) and all other applicable laws, rules, and regulations. I hereby acknowledge and confirm that (i) I am not being assessed a finance charge for participating in the payment plan; (ii) the balance of my Account is not subject to any assessed interest; (iii) I am not subject to any prepayment penalty for paying the balance in advance of the designated payment plan dates; and (iv) late payments are subject to the terms and conditions set forth in this Agreement. **I hereby further acknowledge that I have been provided with all necessary information relating to the purchase of the Ticket Package and my participation in the payment plan, and that the Charlotte Checkers have my express authorization to process payment of the balance of my Account as outlined in the payment plan and agreed to by me at the time of purchase and/or renewal of my Ticket Package.** Should I have any questions regarding this transaction as it relates to TILA and any other applicable law, rule, or regulation, I have been advised that I should contact legal counsel.*

4. Partial Payments. STH acknowledges that making a partial payment of an Account balance and/or using the Season Tickets for entrance at any game indicates acceptance of the terms and conditions set forth in this Agreement and constitutes a

legal obligation on the part of STH to remit the entire balance of their Account. **Any partial payments received by the Charlotte Checkers or any of its affiliates are nonrefundable.** In addition to any other remedies available to it by law, the Charlotte Checkers reserve the right to charge a processing fee in the event that an authorized charge is declined by STH's financial institution for any reason. In the event that the Charlotte Checkers or any of its affiliates incur any fee/expense in the collection of any outstanding balance on an Account from STH, STH shall be liable for all such expenses (including, without limitation, attorneys' fees, court costs, and collection agency fees) incurred by the Charlotte Checkers or its affiliates.

5. Resale Limitations. Accounts and Ticket Packages are nontransferable without the prior approval of the Charlotte Checkers. The Charlotte Checkers acknowledge that STH may not be able to use each Season Ticket in his, her, or its Ticket Package. STH acknowledges that the Charlotte Checkers may monitor and track any resale or trade activity involving STH's Season Tickets, and, in the event that STH sells, attempts to sell, or engages a third-party to sell on their behalf a majority of the Ticket Package, STH shall be in breach of this Agreement, and the Charlotte Checkers reserve the right to suspend, cancel, or revoke the Season Tickets and cancel the STH's Account.

6. Breach/Termination. If STH fails to pay when due any amounts to be paid by STH pursuant to this Agreement or otherwise defaults in the performance or observation of his, her, or its duties and obligations under this Agreement or otherwise violates any policy of the Coliseum, the AHL, or the Charlotte Checkers, the Charlotte Checkers reserve the right to (i) withhold or suspend the Season Tickets until payment is made and STH's Account is in good standing; (ii) terminate STH's Ticket Package and declare the entire unpaid balance of STH's Account (which for purposes hereof shall include the total aggregate unpaid balance of the Account for the remainder of the Season) immediately due and payable whereupon the Charlotte Checkers shall have no further obligation of any kind to STH; or (iii) retain any amounts paid by STH to date, including, without limitation, any payments made for future games not yet played. Following the exercise of any termination right under this Section 6, the Charlotte Checkers shall have no further obligation to STH, whether under this Agreement or otherwise (including, without limitation, any interest STH may have in any playoff tickets).

7. Renewal Option; Relocation Election. Provided that STH's Account is in good standing, and subject to the terms and conditions set forth herein and/or any formal communication from the Charlotte Checkers to STH, the Charlotte Checkers may, in its sole and absolute discretion, offer STH the opportunity for the subsequent Season to (i) renew STH's Season Tickets (the "Renewal Option"), and (ii) participate in a "Relocation Election",

whereby STH may, subject to STH's priority ranking, elect to relocate, increase, or otherwise modify STH's Ticket Package. In order to participate in the Renewal Option, STH must timely (i) communicate in writing STH's desire to renew the Season Tickets to STH's designated Account representative (subject to any deadlines imposed by the Charlotte Checkers); (ii) pay the initial payment installment; and (iii) not otherwise be in breach of the terms and conditions of this Agreement. Following STH's timely renewal of the Season Tickets, the Charlotte Checkers may provide STH with the option to participate in a Relocation Election. The Charlotte Checkers shall determine the priority ranking of STH and execute the Relocation Election in good faith. Notwithstanding the foregoing, STH hereby acknowledges that the Charlotte Checkers reserve the right to modify, alter, or otherwise cancel the Relocation Election and/or restrict the inventory available for the Relocation Election. Furthermore, STH hereby acknowledges that any renewal privilege referenced herein is provided to STH at the sole and absolute discretion of the Charlotte Checkers and is subject to revocation by the Charlotte Checkers at any time. Time is of the essence with respect to all dates provided by the Charlotte Checkers for renewal or repurchase of the Season Tickets. If STH fails to exercise any renewal or repurchase of the Season Tickets by the deadline imposed by the Charlotte Checkers, all of STH's rights, titles and interest in and to the specific seat locations corresponding to the Season Tickets as well as any other rights, titles and interests extended to STH under this Agreement, shall be terminated and forfeited by STH and the Charlotte Checkers shall have no further obligation to STH, whether under this Agreement or otherwise.

8. Transfer of Account. STH may transfer STH's Account to his, her, or its spouse, father, mother, son, or daughter (each, an "Immediate Family Member"). STH shall not transfer STH's Account to any party who is not an Immediate Family Member. In the event STH desires to transfer STH's Account to anyone other than an Immediate Family Member, STH shall submit a written request to the Charlotte Checkers. The determination of whether to grant, withhold, condition, or deny the request shall be made by the Charlotte Checkers in its sole and absolute discretion. In the event that the Charlotte Checkers grants such a transfer, STH shall comply with all reasonable procedures requirements established by the Charlotte Checkers to effectuate such transfer. Notwithstanding the foregoing restrictions, STH may, under the following limited circumstances and following a receipt of a written request by the Charlotte Checkers from STH, modify the name on STH's Account following: (i) a legal name change; (ii) a change in marital status; (iii) a change of the legal business name of the business listed on the Account; (iv) dissolution of the business listed on the Account; (v) sale of the business listed on the Account; or (vi) death of STH of record on the Account (each a "Justified Account Name Change"). In order to facilitate a Justified Account Name Change, the Charlotte Checkers may require reasonable proof from the STH (e.g., in the case

of a legal name change, STH may be required to furnish documentation from the Social Security Administration evidencing such formal name change).

9. Accessible Seating. The Charlotte Checkers are committed to complying with the Americans with Disabilities Act (“ADA”). ADA accessible seating is available for individuals with disabilities and their guests. STH’s who require ADA accessible seating must request such seating at the time the Season Tickets are purchased or as soon thereafter as reasonably practicable. Accessible seating is intended solely for use by individuals with disabilities and their guests. The Charlotte Checkers reserve the right to investigate the use of accessible seating to confirm that such use is legitimate and warranted, and may take appropriate action, including relocation, cancellation, or revocation of the Season Tickets in the event of misuse.

10. No Right to ‘Split’ Account. STH is expressly prohibited from ‘splitting’ the Season Tickets under a designated Account to capitalize on promotional initiatives or offers from the Charlotte Checkers or any of its affiliates or related entities.

11. Eliminated Seats; Relocation Offer. In the event that any of the Season Ticket seats become unavailable, whether due to Coliseum renovations, seat layout restructuring, government regulation, or any reason other than the bad faith of the Charlotte Checkers (a “Dislocated STH”), the Charlotte Checkers may offer such Dislocated STH an option to relocate the impacted seats to an available location (the “Relocation Offer”). Following receipt of the Relocation Offer from the Charlotte Checkers, the Dislocated STH shall have seven (7) calendar days to accept or reject the Relocation Offer. In the event that the Dislocated STH elects to accept the Relocation Offer, the parties shall finalize the terms of such new seats and the Dislocated STH shall be responsible for any additional cost associated with the new seats (e.g., if the new seats are located in an upgraded location, the Dislocated STH shall be responsible for such corresponding upgrade charge). In the event that the Dislocated STH elects to reject the Relocation Offer, the Charlotte Checkers shall, within fourteen (14) calendar days of receipt of such rejection notice, issue the Dislocated STH a full refund for any unplayed games paid for in advance by STH. STH hereby agrees and acknowledges that its exclusive remedy in the case of a dislocation as outlined in this Section 11 shall be the Relocation Offer, and, if applicable, a refund for any unplayed games paid for in advance by such Dislocated STH.

12. Charlotte Checkers Playoffs. If applicable, the Charlotte Checkers will communicate playoff ticket options (and the corresponding pricing structure) to STH prior to the end of the then-current Season. STH shall have a designated response time to either accept or reject any offered playoff tickets (the “Acceptance Deadline”). STH shall be provided the right of first refusal to purchase tickets for each Charlotte Checkers playoff

home games at the Coliseum prior to the general public. In the event that STH does not timely accept the playoff ticket offer by the acceptance deadline, the Charlotte Checkers shall have no further obligation to STH in connection with such playoff tickets and the Charlotte Checkers may, at their discretion, sell the tickets to a third party. It is further understood that: (i) playoff tickets will be made available to STH on a 'complete package' basis only (meaning, STH will be required to purchase the tickets for each home playoff game); (ii) STH will be charged only for the number of games that are played each round (e.g., if only two (2) home games are played in round two (2), the STH will be charged for two (2) games that round); and (iii) playoff fees are due in accordance with invoice terms. The Charlotte Checkers reserve the right to require payment in-full for any playoff tickets prior to the start of the playoffs. Single playoff game tickets are not guaranteed to be made available to STH.

13. WAIVER, ASSUMPTION OF RISK AND RELEASE OF LIABILITY. STH RECOGNIZES AND ACKNOWLEDGES THAT ADMISSION TO THE COLISEUM IS VOLUNTARY AND MAY RESULT IN PERSONAL INJURY AND/OR PROPERTY DAMAGE (INCLUDING WITHOUT LIMITATION DEATH). STH ASSUMES ALL RISKS INCIDENTAL TO TRAVELING TO OR ATTENDING THE GAME/EVENT, INCLUDING, WITHOUT LIMITATION, THE RISK OF PERSONAL INJURY (WHETHER CAUSED BY PUCKS, STICKS, OTHER OBJECTS, OR OTHER PERSONS) AND/OR THE RISK OF LOST, STOLEN, OR DAMAGED PROPERTY, ILLNESS, INCLUDING, WITHOUT LIMITATION, COVID-19 AND ANY OTHER VARIATION OR VIRUS, AND ALL OTHER HAZARDS RELATED TO THE GAME AND TRAVELING TO OR ATTENDING, WHETHER SUCH RISK OCCURS PRIOR TO, DURING, OR SUBSEQUENT TO THE APPLICABLE GAME/EVENT. STH AGREES THAT (I) CHARLOTTE CHECKERS HOCKEY CLUB, LLC; (II) BOJANGLES COLISEUM; (III) ZAWYER SPORTS & ENTERTAINMENT; (IV) THE CITY OF CHARLOTTE; AND (V) THE AHL, AND EACH OF THE FOREGOING ENTITIES' RESPECTIVE AFFILIATES, PARENTS, RELATED ENTITIES, OWNERS, GOVERNORS, OFFICERS, DIRECTORS, PARTNERS, PRINCIPALS, ATTORNEYS, EMPLOYEES, AND AGENTS (TOGETHER, THE "ENTITIES") ARE EXPRESSLY RELEASED BY STH FROM ANY AND ALL CLAIMS ARISING FROM OR RELATING TO SUCH CAUSES OR OTHERWISE OCCURRING AT OR IN CONNECTION WITH GAME/EVENT HELD AT THE COLISEUM, INCLUDING BUT NOT LIMITED TO A CHARLOTTE CHECKERS GAME. IN ADDITION, STH AGREES TO DEFEND, INDEMNIFY AND HOLD THE ENTITIES HARMLESS FROM AND AGAINST ANY LIABILITY, LOSSES, CLAIMS, DEMANDS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND LITIGATION EXPENSES, ARISING OUT OF ANY PERSONAL INJURY, OR PROPERTY DAMAGE OCCURRING IN OR UPON THE COLISEUM IN CONNECTION WITH STH'S USE OR OCCUPANCY OF THE SEASON TICKETS OR DUE TO ANY CONTRAVENTION OF THE PROVISIONS OF THIS AGREEMENT OR OF ANY APPLICABLE LAWS, RULES, REGULATIONS OR ORDER OF ANY

GOVERNMENTAL AGENCY HAVING APPROPRIATE JURISDICTION OVER ANY ACTIONS OR NEGLIGENCE OF STH.

14. Limitations and Conditions of Use.

A. Buddy Pass Usage Limitations. The Charlotte Checkers reserve the right, in its sole discretion, to impose limitations on the use of buddy passes, including, but not limited to, the right to set and modify limits on the number of buddy passes that may be used by an individual, per reservation, during a specific time period, or regarding a specific event. This includes the right to suspend or restrict access to buddy passes at any time, for any reason, without liability.

B. Compliance with Laws and Venue Rules. STH will be bound by all of the terms and conditions upon which the Season Tickets are issued and will observe at all times the rules, regulations, policies, limitations and procedures required by the Charlotte Checkers, the City of Charlotte, the Coliseum, and the AHL prior to or as a condition of admission to the Coliseum, as they may be modified from time to time, and all applicable laws, statutes, rules, regulations, decisions, and orders of any applicable federal, state or local governments, administrative agencies and commissions (collectively, "Laws"). The Charlotte Checkers and the Coliseum reserve the right to refuse admission, eject, and/or revoke the right to enter or remain in the Coliseum, without refund, for anyone failing to comply with the applicable Laws or anyone engaging in any misconduct, as determined by the Charlotte Checkers or the Coliseum in their discretion. The Laws may be modified at any time without notice.

C. Fan Behavior. STH, STH's guests, and anyone using the Season Tickets that behaves in an unruly or disruptive manner at a game/event, including, without limitation, failure to follow the rules, laws, or code of conduct of the Coliseum, or reasonable instruction from any Coliseum or Charlotte Checkers staff, aggressive or foul language, intoxication, or physical or verbal abuse, during, before, or after a game/event may be required to leave the Coliseum without refund. In the event that STH (or any individual using STH's Tickets) engages in such behavior, in accordance with the terms and conditions of this Agreement and the AHL policy, the Charlotte Checkers reserve the right to terminate the Season Tickets and STH's Account without refund or other compensation to STH.

D. Use of Image. The Charlotte Checkers and the AHL, as the case may be, are the exclusive owners of all copyrights and other propriety rights to the game or event at the Coliseum including, but not limited to, any account, description, picture, video, audio, reproduction or other information concerning the game (including pre and post-game activities) (collectively, the "Event Information"), and STH, on behalf of himself, herself, or

itself, as well as STH's guests and anyone using the Season Tickets on STH's behalf, grants an unrestricted, perpetual, royalty-free right and license to use the ticket holder's voice, image and/or likeness incidental to any broadcast, telecast, photograph taken, or other transmission or reproduction in connection with the game or event, or otherwise, to the Charlotte Checkers and its respective affiliates, sponsors, licensees, advertisers and/or broadcasters.

E. STH Conduct Restrictions. By use of the Season Tickets, STH agrees that (i) he, she, or it will not transmit (or aid in transmitting) the Event Information; (ii) the Charlotte Checkers, the AHL, and any featured corporate sponsor/partner, each as applicable, shall be deemed the exclusive owner of any and all copyrights and other proprietary rights in the Event Information; and (iii) the Season Tickets may not be used for advertising, promotion (such as contests or sweepstakes), or other commercial purposes without the prior written consent of the AHL and/or the Charlotte Checkers, as applicable.

F. Searches. STH as well as STH's guests and anyone using the Season Tickets consents to searches by the Charlotte Checkers, the Coliseum, and/or their designated agents of all persons, bags, clothing and other articles prior to or upon entry into the Coliseum, and each of the aforementioned entities reserve the right to require removal of items it deems, in its agents' sole discretion, to be potentially dangerous, inflammatory, inappropriate, or otherwise in violation of the Coliseum rules.

G. Personal Property. The Charlotte Checkers and the Coliseum are not responsible for loss of or damage to any personal property brought into the Coliseum.

1. No Liability. Neither the Charlotte Checkers nor any of its affiliates, directors, officers, members, employees, or agents shall be liable or responsible for any loss, damage, or injury to any person or to any property of STH or STH's guests in or upon the Coliseum resulting from any cause whatsoever, including, but not limited to, theft and vandalism, unless due to the gross negligence or the willful misconduct of the Charlotte Checkers or its officers, employees or agents, respectively. In addition, STH agrees to defend, indemnify, and hold the Charlotte Checkers and its affiliates harmless from and against any liability, losses, claims, demands, costs and expenses, including reasonable attorneys' fees and litigation expenses, arising out of any personal injury, or property damage occurring in or upon the Coliseum in connection with STH's use or occupancy of the Season Tickets or due to any contravention of the provisions of the terms and conditions set forth in this Agreement or of any applicable laws, rules, regulations or order of any governmental agency having appropriate jurisdiction over any actions or negligence of STH. Under no circumstances shall the Charlotte Checkers (or any of its affiliates or related entities) be liable to STH (or any of its agents or assigns) for any indirect, special, or consequential damages of any kind resulting from the Charlotte Checkers' alleged breach

of these Terms or any corresponding agreement. **IN NO EVENT SHALL THE CHARLOTTE CHECKERS' TOTAL LIABILITY TO STH OR STH'S GUESTS FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION ARISING WITH RESPECT TO USE OF THE SEASON TICKETS GRANTED HEREIN EXCEED THE AMOUNT OF THE FEES PAID BY STH FOR THE SEASON TICKETS. IN NO EVENT SHALL THE CHARLOTTE CHECKERS BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR EXEMPLARY DAMAGES OF ANY KIND.**

15. Reservation of Rights. The Charlotte Checkers reserve the right, in their sole and absolute discretion, to amend, revise, update, or modify any policies, pricing, or procedures relative to STH's Account upon notice to STH. The sale of Season Tickets for future Seasons are subject to any changes, limitations, and/or deadlines that the Charlotte Checkers may adopt. STH's purchase of a Ticket Package for any given Season shall not confer upon STH the right or option to purchase Season Tickets for any subsequent Season.

16. League Special Events. STH acknowledges and agrees that the Season Tickets being purchased hereunder are solely for the applicable home games played during the Season at the Coliseum, and for the avoidance of doubt, shall not include tickets, or the right to purchase tickets, to any other event or game, including, but not limited to, any AHL All Star or other AHL event ("League Special Events") held in the Charlotte Checkers' market or hosted by the AHL at the Coliseum or otherwise in which the Charlotte Checkers participate.

17. Preemption. STH acknowledges and agrees that the Charlotte Checkers and the AHL, in their sole discretion, may cancel, postpone, reschedule or relocate games or events for any reason (e.g., move a Charlotte Checkers game from the Coliseum to an alternate venue, or cancel, postpone, or reschedule a game and/or event), as well as modify or discontinue, temporarily or permanently, any aspect of the rules, operations and presentations of the AHL games and events ("Preemption"). In the event that a game and/or event for which the Season Tickets have been sold to STH is not played or presented in the Coliseum for any reason, including, but not limited to, Preemption, such event shall in no way be deemed, argued or construed to be a breach by the Charlotte Checkers of any terms, conditions, agreement or any other duties or obligations in connection with the sale and use of the Season Tickets and, in such event, STH's sole remedy shall be a pro-rata credit equal to the price paid for the applicable game tickets as specified in the ticket invoice, and STH hereby waives and releases any and all claims it may have against the Charlotte Checkers and/or the AHL with respect to any games or events not played or presented at the Coliseum.

18. Waiver and Severability. Any delay or failure by the Charlotte Checkers in the exercise of any remedy provided for under the terms and conditions set forth herein shall not be construed a forfeiture or waiver thereof or of any other right or remedy available to

the Charlotte Checkers. Should any provision of this Agreement be invalid, illegal or unenforceable, such provision shall be severed from this Agreement. The validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby and a reasonable interpretation will be used to replace any ambiguity therein created. **STH'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS, CLASS ACTIONS OR CLASS ARBITRATIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE TO THE EXTENT PERMITTED BY APPLICABLE LAW. NOTWITHSTANDING THE FOREGOING, STH ACKNOWLEDGES AND AGREES THAT THE CHARLOTTE CHECKERS MAY, IN ITS SOLE DISCRETION, ELECT TO COMMENCE AN ACTION IN A COURT OF COMPETENT JURISDICTION LOCATED IN MECKLENBURG COUNTY, NORTH CAROLINA (WITHOUT RESORTING TO ARBITRATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN) TO (i) ENFORCE THIS AGREEMENT, AND (ii) ARISING FROM STH'S FAILURE TO TIMELY PAY FOR THE TICKETS OR ANY OTHER AMOUNTS DUE IN ACCORDANCE WITH THIS AGREEMENT (collectively, a "STH Financial Default").** Specifically, to the extent permitted by applicable law, you agree that, except with respect to a STH Financial Default, any dispute must be resolved exclusively by arbitration, shall take place on an individual basis; class arbitrations and class actions are not permitted. Such arbitration shall be effected by arbitrators selected as hereinafter provided and shall be conducted in Mecklenburg County, North Carolina in accordance with the Rules of the American Arbitration Association. The dispute shall be submitted to three (3) arbitrators, one arbitrator being selected by the Charlotte Checkers, and one selected by STH. Those arbitrators shall then select the third (3rd) arbitrator, or, if the selected arbitrators cannot agree, the third (3rd) arbitrator shall be selected in accordance with the Rules of the American Arbitration Association. The meetings of arbitrators shall be held at such place or places in Mecklenburg County, North Carolina as may be agreed upon by the arbitrators. Any award made by a majority of the arbitrators shall be final, binding, and conclusive on the parties for all purposes. Any fees or charges of the arbitration and any cost of arbitration, including the cost of personal attorneys of each participant, shall be the sole responsibility of each party to the arbitration.

19. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of North Carolina without regard to conflict of law principles. The exclusive venue for any dispute arising hereunder shall be in Mecklenburg County, North Carolina.

20. Privacy Policy. STH acknowledges and accepts that the Charlotte Checkers and/or its affiliates may retain STH's personal data in connection with the Season Tickets.

Any use of personal data will be in accordance with, and subject to, the Charlotte Checkers privacy policy, as may be amended from time to time. Any violation of the terms and conditions set forth herein shall be cause for suspension or termination of STH's Account by the Charlotte Checkers. Following any such suspension or cancellation by the Charlotte Checkers, the Charlotte Checkers may, at its sole discretion, reassign STH's Account and all rights thereunder without further obligation to STH. Notwithstanding the foregoing, STH shall remain liable for any outstanding financial obligations associated with STH's Account.

21. MISCELLANEOUS.

A. STH shall not sell, assign, sublease, pledge, or otherwise transfer or encumber any of STH's rights and obligations under the terms and conditions of this Agreement, without the prior written consent of the Charlotte Checkers. Any attempted sale, assignment, sublease, pledge, transfer or encumbrance in contravention of the foregoing shall be null and void and of no effect. This shall not be construed to restrain STH's ability to resell individual Season Tickets.

B. All notices, demands and other communications between the parties required or appropriate hereunder shall be in writing and deemed given if mailed, postage prepaid, to such address as may be designated by either party; from time to time, in writing.

C. This Agreement contains the entire agreement of the parties with respect to the matters provided for therein, and shall supersede any written instrument or oral agreement previously made or entered into by the parties.

D. This Agreement shall inure to the benefit of and be binding upon the parties thereto, and their respective heirs, executors, administrators, personal representatives, successors, and permitted assigns. No amendment or modification to this Agreement shall be effective unless the same is in writing and signed by the Charlotte Checkers.

[END OF TERMS]