

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“**License Agreement**”) is dated as of _____, 2014 (the “**Effective Date**”), and is by and between Summer Rocks, LLC, a Delaware corporation (“**Licensee**”) and the Treasurer of the City of St. Louis acting as the Parking Supervisor pursuant to Mo. Rev. Statute Section 82.487 (“**Licensor**”).

RECITALS

A. The City of St. Louis, Missouri (the “**City**”) and Licensee are parties to that certain Festival Reservation Agreement, dated as of _____, 2014 (the “**Festival Agreement**”). Terms not otherwise defined herein shall have the meaning given them in the Festival Agreement. Pursuant to the Festival Agreement, Licensee may conduct Festivals during a Festival Performance Period.

B. In order to conduct the Festivals, Licensee is desirous of being granted certain license rights to use the parking lots located in the City and known as the City Hall and Williams Lots (collectively, the “**Parking Lots**”) and the Kiel Garage (the “**Kiel Garage**”), 7th and Pine Garage and the Justice Garage (collectively and together with the Kiel Garage, the “**Parking Garages**”), as more particularly shown on Exhibit A attached hereto and by this reference incorporated herein. The Parking Lots and Parking Garages shall be referred to collectively as the “**Parking Facilities**,” and each as a “**Parking Facility**.”

C. In conjunction with entering into the Festival Agreement, Licensee and Licensor wish to enter into a license for use of the Parking Facilities upon the terms and conditions set forth herein.

AGREEMENT

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

1. **Grant of License.** Subject to the terms and conditions set forth herein, Licensor grants to Licensee, a limited license to use the Parking Facilities for Festivals during a Festival Performance Period (the “**License**”) as follows:

a. **Parking Facilities.** Licensee may use the Parking Facilities for the parking of motor vehicles commensurate with the configuration and capacity permitted by each Parking Facility. Vehicles such as buses, trailers, and similar vehicles owned and used by Licensee in connection with a Festival are permitted on the Parking Lots. Licensee shall maintain and secure the Parking Facilities as further provided herein, provided, however, the License shall only be in effect if Licensee is conducting a Festival during a Festival Performance Period. The License is not in effect and Licensee has no rights to use the Parking Facilities if Licensee is not conducting a Festival during a Festival Performance Period. If Licensee submits a Nonproduction Notice to the City pursuant to Section 6.1 of the Festival Agreement, Licensee must simultaneously submit a copy of such Nonproduction Notice to Licensor.

b. **Parking Facilities Services Agreement.** The License is subject and subordinate to that certain Parking Facilities Services Agreement, dated November 24, 1992, by and between the City of St. Louis, Missouri, acting through the City Treasurer, and Kiel Center Redevelopment Corporation (the “**PFSA**”) with respect to a conflict between parking provided for hereunder and obligations of Licensor and the City to the St. Louis Blues Hockey Club, L.P. (the “**Blues**”) for parking during a hockey game. If and to the extent the Blues have a National Hockey League game during a Festival Performance Period, the Blues, pursuant to the PFSA and notwithstanding this License, shall have exclusive use of the Parking Lots and Kiel Garage for the parking of motor vehicles by those attending or working such hockey game, including but not limited to, the media, ticket holders and the Blues’ employees, personnel and contractors for a period commencing no later than three hours prior to the scheduled starting time of such playoff game and ending at 12:01 a.m. the day after the scheduled start of such playoff game (the “**Playoff Period**”). Licensee shall notify its patrons that use of the Parking Lots or Kiel Garage is prohibited for use during any Playoff Period and such patrons’ vehicles remaining in the Parking Lots or Kiel Garage during any Playoff Period shall be towed. Licensee shall, at its sole cost and expense, remove any vehicles that do not abandon the Parking Lots or Kiel Garage two hours prior to commencement of any Playoff Period. As soon as any Playoff Period commences, Licensor may, on its own at the expense of Licensee, remove any vehicles remaining in the Parking Lots or Kiel Garage but may not remove any vehicles after conclusion of a Playoff Period. Licensee shall be liable for and reimburse Licensor for the cost of towing vehicles or removing personal property from the Parking Facilities pursuant to this paragraph. Licensor shall submit such costs to Licensee as part of Licensor’s Accounting and Licensee shall pay such amounts as a part of the payment to be made under Section 3.d. Any amount expended for such towing of vehicles or removal of personal property, by either Licensee or Licensor, shall be included as an expense subject to and part of the City Services Cap referenced in Section 6.3 of the Festival Agreement. Licensee may commence removal of any vehicles still in the Parking Lots or Kiel Garage upon conclusion of any Playoff Period, at its sole cost and expense.

Licensor may reserve adequate parking spaces on the Parking Lots and in the Kiel Garage for all media and Blues players, employees, personnel and contractors to accommodate team practices and media events taking place at the Scottrade Center before or after any game day (“**Additional Playoff Period Spaces**”) and the reservation of the Additional Playoff Parking Spaces shall be included in the applicable Festival Plan. Licensee, upon submission of each Festival Plan to the Liaison under Section 8.1 of the Festival Agreement, shall simultaneously submit a copy of the Festival Plan to Licensor. Each such Festival Plan shall include a contingency plan regarding parking in the Parking Facilities during a Playoff Period. Licensee shall also provide to Licensor a copy of each Festival Plan as returned to Licensee by the Liaison under Section 8.2 of the Festival Agreement and each final Festival Plan, both within five (5) days of receipt by Licensee.

2. **Term.** The License granted herein and this License Agreement shall have a term of ten (10) years, subject to early termination as provided herein (the “**License Term**”). The License and License Agreement shall terminate prior to the expiration of the License Term as follows: (a) in the event the Festival Agreement terminates for any reason; (b) in the event of a

default by Licensee under this License Agreement that is not cured, as provided in Section 6; (c) by mutual written consent of Licensor and Licensee; or (d) in the event Licensee dissolves, liquidates, makes an assignment for the benefit of creditors, becomes a debtor in any bankruptcy proceeding or assigns the License Agreement in violation of Section 12 below. Upon expiration of the License Term or earlier termination of the License and License Agreement, Licensor and Licensee shall be relieved of all obligations and benefits provided under the License and this License Agreement; provided, however, that any such termination shall not release Licensor or Licensee from any of their obligations, or cure any previously uncured defaults, under this License Agreement which occurred or accrued prior to such termination.

3. **License Fees.** When a Festival is conducted, Licensee shall pay a fee to Licensor for the Parking Facilities (the “**License Fee**”) determined as follows:

a. **License Fee for Parking Lots.**

An amount equal to the greater of (i) the sum of \$25 per day for each parking spot in the City Hall Lot sold during a Festival plus \$15 per day for each parking spot sold in the Williams Parking Lot during a Festival; or (ii) \$25,000 for Memorial Day weekend Festivals and \$35,000 for Labor Day weekend Festivals. The license fee for the Parking Lots shall be reduced by: (y) an amount equal to \$25 for each parking spot in the City Hall Lot plus \$15 for each parking spot in the Williams Parking Lot multiplied by a fraction the numerator of which is the total number of hours of the Playoff Period and the denominator of which is twenty-four multiplied by the number of Playoff Periods occurring during the applicable Festival; and (z) an amount equal to the applicable value of each of the Additional Playoff Period Spaces multiplied by the number of days such spaces are, at any time during the Festival, occupied.

b. **License Fee for the Parking Garages.** An amount determined as follows:

i. All fees paid for entry into the Parking Garages (based on the actual per vehicle fee charged but no less than a minimum per vehicle charge of \$25.00 per day) shall be retained by or paid to Licensor up and until such fees equal the compensation of Licensor’s employees working the Parking Garages during the Festival (the “**Compensation Threshold**”).

ii. Upon meeting the Compensation Threshold, all fees paid for entry into the Parking Garages (based on the actual per vehicle fee charged but no less than a minimum per vehicle charge of \$25.00 per day) that exceed the Compensation Threshold shall be split between Licensor, which shall receive 55% of such fees paid, and Licensee, which shall receive 45% of such fees paid.

iii. The amount of the Compensation Threshold to be provided as set forth in Section 3.c.i shall be included as an expense subject to and part of the City Services Cap referenced in Section 6.3 of the Festival Agreement.

c. **License Fee Adjustments.** The License Fee shall be increased (but not decreased) on the first day of the fourth calendar year of the License Term and on the first day of the eighth calendar year of the License Term as follows: The per spot fees provided in Section 0, Section 3.b.i and Section 3.b.ii and the amounts provided in Section 3.a.ii shall increase by the same percentage increase, if any, as the increase in the same calendar year Consumer Price Index.

d. **Payment and Accounting.** No later than forty-five (45) days after the end of each Festival Weekend, Licensor shall provide Licensee with a detailed written accounting of the actual sales by Licensor at the Parking Facilities, broken down by price and each Parking Facility (the “**Licensor’s Accounting**”), which shall be a part of the report delivered by the City under Section 6.3(d) of the Festival Agreement. No later than twenty (20) days following receipt of the Licensor’s Accounting, Licensee shall submit to Licensor an accounting of all sales for Parking Facilities, broken down by price and each Parking Facility and showing the amount due to Licensor (the “**Licensee’s Accounting**”). No later than ten (10) days after receipt of Licensee’s Accounting, Licensor shall confirm or object in writing to the amount shown as due in Licensor’s Accounting (the “**Fee Payment Amount**”). In the event the City confirms the Fee Payment Amount, Licensee shall pay the Fee Payment Amount no later than fifteen (15) days after receipt of Licensor’s confirmation of the Fee Payment Amount. In the event either party disputes the Fee Payment Amount, the other party’s accounting or report, the parties will complete the procedure set forth in this paragraph in a timely manner, and the disputing party shall reserve all rights to raise its dispute and thereafter make any claims it may have.

4. **Parking; Towing.** Licensor shall have the right to tow any motor vehicles left in the Parking Facilities commencing twenty-four hours after conclusion of a Festival Period, and Licensee shall be liable for and reimburse Licensor for the cost of towing vehicles or removing personal property from the Parking Facilities. Licensor shall submit such costs to Licensee as part of Licensor’s Accounting and Licensee shall pay such amounts as a part of the payment to be made under Section 3.d. Notwithstanding the foregoing, Licensee shall not be liable for towing or removal of vehicles present in the Parking Facilities prior to a Festival Period which remain present after a Festival Period. Any amount expended for such towing or removal of personal property, by either Licensee or Licensor, shall be included as an expense subject to and part of the City Services Cap referenced in Section 6.3 of the Festival Agreement.

5. **Redevelopment of the Parking Facilities.** This License shall not preclude Licensor from redeveloping or selling the Parking Facilities. In the event Licensor intends on redeveloping any part of the Parking Facilities, Licensor shall use commercially reasonable efforts to not conduct such redevelopment during a Festival Performance Period. If Licensor redevelops or will otherwise be unable to make any of the Parking Facilities available to Licensee during a Festival Performance Period, Licensor must provide Licensee with at least ninety (90) days prior written notice of such unavailability so that Licensee can attempt to plan for such unavailability when submitting the Festival Plan to Licensor under Section 8.1 of the Festival Agreement. If any of the Parking Facilities are or will be unavailable to Licensee, such unavailability will be subject to the provisions of Section 6.20 of the Festival Agreement.

6. **Default; Remedies.** It shall be a Licensee default hereunder if Licensee fails to perform any obligation under this License Agreement, where such failure continues for thirty (30) days after written notice from Licensor, except that if Licensee begins to cure its failure within the thirty (30) day period but cannot reasonably complete its cure within such period, then, so long as Licensee continues to diligently attempt to cure its failure, the thirty (30) day period shall be extended to forty-five (45) days, or such lesser period as is reasonably necessary to complete the cure.

7. **Recordation.** This License Agreement shall be recorded with the City of St. Louis Recorder of Deeds by Licensee upon full execution and notarization of this License Agreement.

8. **Notices.** Any notice, report, demand, request or other instrument or communication authorized, required, or desired to be given under this Agreement shall be in writing and shall be deemed given if addressed to the party intended to receive the same, at the address of such party set forth below, (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 8):

“Licensor”

The Treasurer, City of St. Louis
Treasurer’s Office - City Hall
1200 Market Street, Room 220
St. Louis, Missouri 63102
Telephone: 314-622-4700
Facsimile: 314-622-4246

and

The Treasurer, City of St. Louis
Chouteau Building
133 S. 11th Street, Suite 530
St. Louis, Missouri 63102

with a copy to:

Doreen Dodson
Polsinelli PC
100 South Fourth Street
Suite 1000
St. Louis, Missouri 63102

Telephone: 314-622-6680
Facsimile: 314-667-3555

“Licensee”

K5P2, LLC
c/o DFC Group, Inc.
7777 Bonhomme—Suite 1210
Clayton, Missouri 63105
Telephone: 314-504-7834
Facsimile: 314-725-8855

and

BOTFR, LLC
c/o ICM Partners
10250 Constellation Blvd
Los Angeles, California 90067
Attn: Richard B. Levy, Esq.
Telephone: 310-550-4046
Facsimile: 310-248-4592

with a copy to:

William M. Bolster
Lewis Rice & Fingersh, L.C.
600 Washington Ave., Suite 2500
St. Louis, Missouri 63101
Telephone: 314-444-7850
Facsimile: 314-612-7850

Either party may change the individual or address to which any such notice, report, demand, request or other instrument or communications to such party is to be delivered or mailed, by giving written notice of such change to the other parties, but no such notice of change shall be effective unless and until received by such other parties. The attorneys for the respective parties hereto have the authority to send any notice that may be sent by any party hereto.

9. **No Warranties or Representations.** Licensee acknowledges that the Parking Facilities are being licensed in their current “AS IS” condition, and that no warranties or representations of any kind have been or are being made by Licensor to Licensee respecting the Parking Facilities or with respect to Licensee’s intended use thereof.

10. **Expenses.** Each party hereto shall pay its own fees and expenses incurred in the preparation and negotiation of this License Agreement, including the fees and expenses of its legal counsel. Any expenses noted in this License Agreement that are to be included as an expense subject to and part of the City Services Cap referenced in Section 6.3 of the Festival

Agreement are subject to the approval of the City as to whether they are subject to and part of the City Services Cap as provided in the Festival Agreement.

11. **Governing Law.** This License Agreement shall be governed by and construed in accordance with the internal laws of the State of Missouri, without reference to the conflicts of law provisions thereof.

12. **Binding Effect; Assignment.** This License Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective legal representatives, successors, and permitted assigns; provided, however, that without the prior written consent of Licensor, Licensee (a) may not assign or sublicense this License Agreement or the License, and (b) may not assign or sublicense any of its rights or delegate any of its duties or obligations under this License Agreement or the License; provided, however, Licensee may assign this License Agreement and the License to the same party Licensee may assign the Festival Agreement pursuant to its terms, including, without limitation, if such assignment is achieved through a Change in Control. Any purported assignment or delegation in violation of this Section is void.

13. **Entire Agreement.** This License Agreement contains the entire agreement of the parties hereto with respect to the subject matter contained herein. This License Agreement supersedes all prior representations, agreements and understandings between the parties with respect to such subject matter.

14. **Amendment.** This License Agreement may not be modified, amended, altered or supplemented other than by a written agreement signed by the parties hereto.

15. **Waiver.** Waiver by either party of any breach or failure to comply with any provision of this License Agreement by the other party shall not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other breach of, or failure to comply with, any other provision of this License Agreement. No waiver of any such breach or failure or of any term or condition of this License Agreement shall be effective unless in a written notice signed by the waiving party and delivered, in the manner required for notices generally, to the other party.

16. **Headings.** The descriptive headings of sections of this License Agreement are inserted for convenience only, and do not constitute a part of this License Agreement and shall not affect in any way the meaning or interpretation of this License Agreement.

17. **Counterparts.** This License Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signature pages to this License Agreement bearing facsimile or *.pdf* signatures shall be effective for purposes of binding the parties to this License Agreement.

18. **Additional Festival Agreement Provisions.** The following provisions of the Festival Agreement are incorporated by this reference into this License Agreement, and shall apply to the parties hereto (with references in the Festival Agreement provisions to the City to include Licensor and the applicable related parties of Licensor) and/or this License Agreement:

Section 6.4, Clean-Up and Restoration of Festival Areas, that shall apply to the Parking Facilities; Section 6.5, Taxes, Permits and Licenses; Section 6.14, Traffic Management, Evacuation and Disaster Management Plan, which shall apply to the Parking Facilities; Section 6.22, Indemnification that includes Licensor and its departments, commissioners, directors, officers, agents, employees and contractors; Section 6.23, Minimum Net Worth; Section 6.24, Insurance; Section 6.25, Prohibited Actions, Activities, and Practices applicable to the Parking Facilities; Section 6.26, “As Is” Condition; Section 7.1, Issuance of Permits and Licenses; Section 9.1, Representations and Warranties of Summer Rocks; Section 10.8, No Personal Liability of Individuals, including the Treasurer and related parties; Section 11.4, Severability; Section 11.9, Nonwaiver; Section 11.10, No Third-Party Beneficiaries; Section 11.12, Jurisdiction and Venue; Section 11.15, Relationship of the Parties; and Section 11.18, Provisions Surviving Termination, which for purposes of this License Agreement, shall include Sections 3 and 6-18 of this License Agreement.

[Remainder of page intentionally left blank. Signature page follows]

IN WITNESS WHEREOF, this License has been executed to as of the date and year first above written.

“LICENSOR”

The Treasurer of the City of St. Louis, Missouri, in its capacity as Parking Supervisor

By: _____
Name: Tishaura O. Jones
Title: Parking Supervisor

“LICENSEE”

Summer Rocks, LLC, a Delaware limited liability company

By: BOTFR, LLC

By: _____
Name: _____
Title: _____

By: K5P2, LLC

By: _____
Name: _____
Title: _____

BEING ALL OF THE MEMBERS OF
SUMMER ROCKS, LLC

[Remainder of page intentionally left blank. Notary page follows]

STATE OF MISSOURI)
) SS
CITY OF ST. LOUIS)

BEFORE ME, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said City and State, appeared in person the within named Tishaura O. Jones to me personally, who stated that she is the Treasurer of The City of St. Louis, and is duly authorized in her capacity as Parking Supervisor to execute the foregoing instrument for and in the name and behalf of The Treasurer of the City of St. Louis, and further stated and acknowledged that she had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes herein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2014.

NOTARY PUBLIC

My Commission Expires:

STATE OF MISSOURI)
) SS
CITY OF ST. LOUIS)

BEFORE ME, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said City and State, appeared in person the within named _____ to me personally, who stated that they are the authorized members of the only members of Summer Rocks, LLC, and are duly authorized in their capacities to execute the foregoing instrument for and in the name and behalf of Summer Rocks, LLC, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes herein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2014

NOTARY PUBLIC

My Commission Expires:

EXHIBIT A

ADDRESSES AND DEPICTION OF THE PARKING FACILITIES

[Depiction to be attached]

1. City Hall Lot: 1201 Clark Blvd., St. Louis, MO 63103.
2. Williams Lot: 319 S 15th Street, St. Louis, MO 63103.
3. Kiel Garage: 1515 Clark Street, St. Louis, MO 63103.
4. 7th and Pine Garage: 703 Pine Street, St. Louis, MO 63101.
5. Justice Garage: 1115 Clark Avenue, St. Louis, MO 63102.