

ACKNOWLEDGMENT

SINGLE EVENT SUITE LICENSE

THE ROSE GARDEN

THE UNDERSIGNED ("Licensee"), as a condition to licensing from Global Spectrum, LP, ("Operator") as agent on behalf of PORTLAND ARENA MANAGEMENT LLC ("Owner"), the use of a luxury suite (the "Premium Seating") in the "Rose Garden" (hereinafter referred to as the "Facility") for a single event (the "Event"), hereby acknowledges and agrees to be bound by and fully comply with the following terms and conditions of this license:

I. License Fee; Refunds and Cancellation Policy.

Licensee hereby acknowledges that the license fee charged for use of the Premium Seating at the Event (the "License Fee") is **NOT REFUNDABLE**, except in the event that (i) the Event is canceled or rescheduled by the sponsor or promoter thereof, in which event Licensee shall be entitled to receive a full refund upon returning all tickets for the Premium Seating and any related parking passes to Operator, or (ii) Operator receives from Licensee written notice of cancellation, together with any and all tickets and parking passes for Premium Seating previously delivered to Licensee, not less than thirty (30) days before the Event. If Licensee fails to deliver such notice and/or include such tickets and parking passes as required by clause (ii) of the preceding sentence, Licensee shall forfeit, and Operator shall have no obligation to refund, the License Fee or any portion thereof. Licensee agrees that the above cancellation policy is reasonable under the circumstances and in light of the damage that Operator may suffer upon a cancellation less than thirty (30) days prior to the date of the Event.

II. Rules Applicable to Use of Premium Seating.

Licensee shall use the Licensee Premium Seating solely for observance of the Event at the Facility. Licensee, its guests and invitees shall fully comply with and be bound by, and license of the Premium Seating is conditioned upon such persons' strict compliance with, (i) all applicable governmental laws, rules, regulations and orders, (ii) such conditions of use as are generally applicable to licensees of Operator's premium seating at the Facility, and (iii) all other rules and regulations as Operator may promulgate from time to time for the use and occupancy of the Facility, including but not limited to rules prohibiting (1) admission to the Facility and the Premium Seating except by presentation of a ticket and (2) bringing outside food or beverage into the Facility or the Premium Seating.

III. Assignment or Subletting: Resale of Tickets.

Licensee shall have no right to assign its right to use the Premium Seating without Operator's prior written consent, which consent may be withheld in Operator's sole discretion. Licensee shall not sell, resell or attempt to sell or resell any tickets issued to Licensee for admission to the Premium Seating in violation of the statutory resale restrictions of the Commonwealth of Pennsylvania (regardless of whether the tickets are resold or offered for resale in another state). Any such sale or resale of tickets shall be deemed a material breach of the terms and conditions of license and shall entitle Operator, among other things, to seize and compel return of tickets and refuse such assignees or purchasers admission to the Facility and the Premium Seating without refund or other compensation. Irrespective of any resale, Licensee shall continue to be bound by the terms and conditions of this license, including without limitation the provisions of Articles II and IV hereof.

IV. Liability of Licensee for Loss, Damage, or Injury.

Neither Operator nor Owner shall be responsible for theft or any other loss, misplacement or other disappearance of any of the property of Licensee or Licensee's guests or invitees from in or around the Premium Seating or the Facility. Licensee shall reimburse Owner for any destruction of or damage to the Premium Seating or any of Owner's property situated in or about the Facility which is caused by any act, negligence, fault or omission of Licensee, its guests or invitees. Licensee shall indemnify, defend and hold harmless Owner, the City of Portland and their respective affiliates from and against any and all claims, damages or liability (including reasonable attorneys' fees) arising out of Licensee's use of the Premium Seating or occasioned within the Premium Seating while licensed by Licensee.

EVENT: _____

DATE OF EVENT: _____

Submitted by
Premium Seating Salesperson:

ACKNOWLEDGED AND ACCEPTED:

SIGNATURE OF LICENSEE

NAME OF FIRM (IF APPLICABLE)

DATE