

RINK REFURBISHMENT AGREEMENT

THIS RINK REFURBISHMENT AGREEMENT (“Agreement”) is entered into as of the 18th day of August, 2022 by and between the City of Long Beach, New York (“City”) with offices located at 1 West Chester Street, Long Beach, NY 11561 and New York Rangers, LLC (“Sponsor”) with offices located at Two Pennsylvania Plaza, New York, NY 10121.

WHEREAS, City is charged with the duty to manage and care for all sites under City’s jurisdiction, including the City of Long Beach Municipal Ice Arena, and has the duty to plan, develop, conduct and enter into arrangements, with public or private organizations, for the beneficial use of the City;

WHEREAS, City is authorized to make agreements with individuals or groups who wish to sponsor or refurbish a hockey rink or other park space or facility by donating a specific amount of money or labor (the “Refurbish a Rink Program”);

WHEREAS, Sponsor wishes to participate in City’s Refurbish a Rink Program and provide financial assistance to the City of Long Beach Municipal Ice Arena located at 150 West Bay Drive, Long Beach, NY 11561 (the “Property”);

WHEREAS, City desires to designate Sponsor as a partner in providing resources for the enhancement of the Property as hereinafter set forth.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the parties hereto do hereby agree as follows:

1. Definitions. Terms which are capitalized in this Agreement are defined as set forth herein, or as follows:

a) “City Trademarks” mean the trademark “City of Long Beach” and any other mark, design or symbol now or hereafter owned by City.

b) “Sponsor Signs” means any sign indicating that the enhancement of the Property was made possible by Sponsor (following prior written approval by Sponsor of any and all Sponsor Signs that City intends to use).

c) “Sponsor Trademarks” mean the trademark “New York Rangers” which is owned, controlled, and/or licensed by New York Rangers, LLC, and any other mark, logo, design, symbol, or intellectual property now or hereafter owned (and, for purposes of this Agreement, operated/controlled) by Sponsor. For avoidance of doubt, the “Emile Francis” name, and any stylization thereof (including logos), shall be deemed “Sponsor Trademarks” in connection with this Agreement.

2. Term. Upon City Council authorization (which shall be secured by City on August 16, 2022) and execution of this Agreement by the parties, this Agreement shall take effect as of **August 19, 2022 and expire on August 18, 2023** (the “Term”). Notwithstanding the foregoing, City’s license to use the Sponsor Trademarks solely in connection with the Sponsor Signs and Sponsor Rink Logo (as defined below) shall continue after the expiration of the Term (i) subject to the Sponsor prior approvals process described herein; and (ii) provided that Sponsor shall have the right to revoke its license to use such Sponsor Trademarks following advance written notice to City, in which case City shall promptly cease

all use of the Sponsor Trademarks (at City's sole expense).

3. Obligations of Sponsor.

a) Subject to Section 3(b), Sponsor shall provide to City a financial contribution in an amount not to exceed Forty-Five Thousand Dollars (\$45,000) for City to use solely for materials to refurbish the Property.

b) Any increase in Sponsor's financial commitment to the Property shall be determined by Sponsor in its sole discretion and upon the same terms and conditions herein; provided, however, that Sponsor shall have no obligation to increase its financial commitment.

c) Sponsor grants City permission to use Sponsor Trademarks solely for purposes of the Sponsor Sign and Sponsor Rink Logo, which Sponsor Signs and Sponsor Rink Logo (and each use thereof) shall each be subject to Sponsor's prior written approval in each instance, including, without limitation, photographs, use on City's website, and public display on City's property. All use of Sponsor Trademarks shall conform to any reasonable guidelines Sponsor may provide to City regarding usage and appearance. City shall not use any trademarks owned by Sponsor other than the Sponsor Trademarks that Sponsor has granted City prior written permission to use. No Sponsor Trademark shall be used, reproduced or replicated without Sponsor's prior written consent, and neither City nor any other person or entity shall have or be deemed to have acquired any ownership or other rights or interests with respect to any Sponsor Trademark.

4. Obligations of City.

a) City shall perform the work described in Exhibit A, which generally consists of the following actions at the Property: (i) painting the interior of the Property; (ii) renovating the locker rooms; (iii) updating the scoreboard; and (iv) repairing and wrapping the Zamboni. City shall be solely responsible for engaging a company specializing in design, engineering, materials, equipment, and construction to undertake the refurbishment of the Property. All improvements to the Property shall be directed by City in its sole discretion. City shall ensure that all work in connection with the refurbishment of the Property shall be performed in accordance with all applicable laws, rules, and regulations and that the Property will be fully refurbished and suitable for hosting hockey activities by September 30, 2022.

b) City shall be solely responsible for performing all maintenance and repairs of the Property during the Term, including regular cleaning and care of the Property's surface material and graffiti removal, and damage caused by vandalism or weather, that may occur during the Term.

c) City shall provide at least two (2) Sponsor Signs to be located at prime and highly visible locations on the entrance (interior and exterior) to the Property subject to the prior written approval of Sponsor. City, at its sole expense, shall ensure that the Sponsor Signs are maintained and repaired (if necessary) during the Term. City shall not place or allow any other sponsorship sign to be placed at the Property during the Term. All Sponsor Signs and promotional materials relating to the rink on the Property shall (i) clearly state that the Property (A) was generously funded by the "New York Rangers" and (B) be known as the "Emile Francis Memorial Ice Arena" (or such other designation as is determined or approved by Sponsor) and (ii) display the composite New York Rangers logo with the stylized "Emile Francis" name (together, the "Sponsor Rink Logo"). Sponsor shall have the right to determine that the existing Sponsor Signs should be removed and replaced with alternate Sponsor Signs, at Sponsor's sole expense, with the exception of one pre-existing sign (i.e., that which solely promotes City's gym facility tenant and no other third party), the location of which the Sponsor agrees

shall not be replaced. In such event, (I) Sponsor shall provide notice to City, (II) City shall promptly remove the Sponsor Signs, and (III) Sponsor shall provide City with alternate language for the new Sponsor Signs.

d) Sponsor Trademarks, as provided and approved by Sponsor, shall appear in various locations throughout the Property while the Property is operational. In addition, subject to staffing availability, City shall operate the Property seven (7) days a week.

e) City recognizes the great value of the good will of the Sponsor Trademarks. City further acknowledges and agrees that all uses of the Sponsor Trademarks shall be in a manner that will protect and enhance Sponsor's reputation and the good will symbolized by the Sponsor Trademarks. City represents and warrants that it shall not: (i) use or exploit the Sponsor Trademarks in any way that is derogatory to or defamatory of Sponsor and/or (ii) authorize or allow the use or exploitation of the Sponsor Trademarks for any purpose other than as set forth herein, without Sponsor's prior written approval.

f) City shall inform Sponsor of hockey-related programming that takes place at the Property.

g) City shall work collaboratively with Sponsor on any press or promotional materials relating specifically to the Property. For avoidance of doubt, such collaboration shall be in conjunction with City's and Sponsor's commitments in Section 10(h).

h) City grants Sponsor a limited, non-exclusive, royalty-free license to use City Trademarks during the Term to advertise, publicly represent and otherwise promote Sponsor's sponsorship status regarding the Property, and for such other uses as determined by Sponsor. The usage of City Trademarks shall conform to any reasonable guidelines City may provide to Sponsor regarding usage and appearance.

5. Relationship of Parties.

a) The relationship between City and Sponsor as established by this Agreement, is that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give either party the power to direct and control the day-to-day activities of the other party, or (ii) constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking. Neither party nor its agents or employees is the representative of the other party for any purpose except as expressly set forth in this Agreement, and has no power or authority as agent, employee or in any other capacity to represent, act for, bind, or otherwise create or assume an obligation on behalf of the other party for any purpose whatsoever.

b) Nothing herein shall be construed to mean that the Property or any structure therein has been renamed for Sponsor, or gives Sponsor or an agent or member thereof any authority to sell or display merchandise or use the Property without the prior written approval from City.

c) It is expressly understood and agreed that neither the Property as a whole nor any part thereof is leased to Sponsor, but rather this Agreement allows Sponsor to financially support the Property as set forth herein.

6. Representations and Warranties. Sponsor and City each hereby represents, warrants and covenants to the other the following:

- a) it possesses the full right, power and authority to enter into and fully perform this Agreement;
- b) it has all rights necessary to grant the rights granted hereunder;
- c) it shall perform the obligations set forth in this Agreement;
- d) it has obtained and will comply with all required authorizations, approvals, licenses or permits from all government authorities in order for it to enter into and perform its obligations under this Agreement;
- e) it is free of any contractual obligation that would prevent it from entering into or performing its obligations under this Agreement; and
- f) the execution, delivery and performance of this Agreement by it has been duly authorized by all necessary corporate action.

7. Responsibility for Safety, Injury or Damages, and Indemnification.

a) City's Responsibility

(i) City shall be solely responsible for the safety and protection of its employees, agents, servants, contractors, and subcontractors, and for the safety and protection of the employees, agents, or servants of its contractors or subcontractors, including, without limitation, those persons or entities engaged in connection with the construction of or repairs to the Property.

(ii) City shall be solely responsible for taking all reasonable precautions to protect the persons and property of Sponsor or others from damage, loss or injury resulting from any and all operations under this Agreement.

(iii) City shall be solely responsible for injuries to any and all persons, including death, and damage to any and all property arising out of or related to the operations under this Agreement, including but not limited to injuries or damages occurring on or around the Property resulting from the acts or omissions of any of its employees, agents, servants, contractors, subcontractors, or any other person.

(iv) City shall at all times comply with and cause subcontractors it engages in connection with this Agreement to comply with, and shall use and repair the Property in compliance with, and shall not cause or permit the Property to be used in violation of, any applicable federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions, or any other applicable laws, regulations, or rules currently existing or as amended or adapted in the future which are or become applicable to City or the Property (collectively "Applicable Laws").

b) Indemnification and Related Obligations

(i) To the fullest extent permitted by law, City shall indemnify, defend and hold harmless Sponsor, Madison Square Garden Sports Corp., MSG Sports, LLC, the National Hockey League and its member teams, NHL Enterprises, L.P., the respective owners, members, governors and partners of each of the foregoing, and all of their respective parent

and affiliated entities, whether direct or indirect, and all directors, officers, agents, partners, employees, contractors, licensees, successors and assigns of any of the foregoing (collectively, the "Indemnitees") from and against any and all claims, liens, demands, judgments, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature (including, without limitation, attorneys' fees and disbursements) arising out of or related to the following: (A) any breach or alleged breach by City of this Agreement, including, without limitation, its representations and warranties set forth in this Agreement; (B) any act or omission to act by City, its employees, servants, agents, or subcontractors arising out of this Agreement; (C) the refurbishment or use of the Property by any person or entity; (D) any allegation that any City Trademark infringes, dilutes, or misappropriates any trademark, service mark, trade dress, copyright or other intellectual property or proprietary rights of a third party; (E) any allegation that City or any subcontractor failed to abide by any Applicable Laws.

(ii) City's obligation to defend, indemnify and hold Sponsor and its officers and employees harmless shall not be (A) limited in any way by City's obligations to obtain and maintain insurance under this Agreement, nor (B) adversely affected by any failure on the part of Sponsor or its officers and employees to avail themselves of the benefits of such insurance.

8. Choice of Law, Consent to Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its principles regarding conflicts of laws. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to determination by a court of law with jurisdiction located in the County of New York, State of New York, exclusively.

9. Insurance. City shall obtain and maintain, at its sole expense, with companies licensed to do business in the State of New York and with a minimum of an "A" rating in the current edition of Best's Insurance Guide: (a) Commercial General Liability Coverage (including coverage for personal and bodily injury, contractual liability, products/completed operations, property liability and non-owned/hired automobile liability) which covers Sponsor, City and each of their respective directors, officers, agents, employees, licensees, contractors, successors and assigns with limits of liability of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate; and (b) Workers' Compensation Insurance relating to the employment of City's officers, directors, employees and/or agents. City shall deliver to Sponsor certificates of insurance satisfactorily evidencing all insurance required hereunder prior to Sponsor making its financial contribution. The liability insurance shall be extended to include as Additional Insureds: New York Rangers, LLC, Madison Square Garden Sports Corp., MSG Sports, LLC, their respective owners and partners and affiliated entities, and all directors, officers, agents, employees, licensees, successors and assigns. All insurance (including workers compensation shall be endorsed to include waivers of subrogation in favor of the additional insureds. All insurance required herein shall be primary and non-contributory to any insurance purchased and maintained by Sponsor.

10. Miscellaneous

a) **Notices.** Every notice required or contemplated by this Agreement shall be in writing. Notices shall be deemed received when sent by confirmed facsimile or two (2) business days after deposit with a commercial express courier. All notices will be sent to the address for each party as set forth in the first paragraph of this Agreement (to General Counsel for Sponsor; to Donna Gayden and Richard Berrios for City), or such other address as may be designated by written notice.

b) **League Rules.** Only if/as applicable, this Agreement and all of City’s rights and obligations hereunder are subject to all of the applicable rules, regulations and agreements of the National Hockey League and their affiliated entities, as they may, from time to time, be entered into, created or amended.

c) **Modification.** This Agreement may be amended or modified only by written instrument signed by an authorized representative of both parties.

d) **Entire Agreement.** This Agreement constitutes the entire agreement between Sponsor and City with respect to the subject matter of this Agreement, superseding all drafts, all prior or contemporaneous agreements or oral negotiations, and all promises, understandings or representations, whether written or oral.

e) **Waiver.** The non-enforcement of any provision of this Agreement, or failure to insist on strict compliance with any of the terms, covenants or conditions hereof, shall not be deemed a waiver of any right granted under this Agreement; nor shall any waiver of any right granted hereunder on one occasion be deemed a waiver at any other time.

f) **Severability.** In the event that any clause of this Agreement is found by a court validly asserting jurisdiction to be unenforceable, that clause will be considered void to the extent it is contrary to the applicable law, but such a finding shall not affect the validity of any other clause of the Agreement, and the rest of the Agreement shall remain in full force and effect.

g) **Execution by Counterparts.** This Agreement may be executed electronically and in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

h) **Public Announcement and Completion Ceremony.** City and Sponsor will coordinate with respect to a public announcement relating to the Property improvements set forth in this Agreement. The parties anticipate an initial announcement prior to the commencement of construction and a ribbon-cutting ceremony following completion of the refurbishment (but, in any event, currently anticipated to be by no later than November 1, 2022).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first written above.

NEW YORK RANGERS, LLC

CITY OF LONG BEACH, NY

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RP

DocuSigned by:
By: *Danny Meiseles*
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Danny Meiseles
Executive Producer

DocuSigned by:
By: *Long Beach*
2AB911BDD15C435...
Donna M. Gayden
City Manager

Exhibit A

The following will generally constitute the refurbishment of the Property to be performed by City by August 31, 2022:

- Interior Paint Job (structural) – \$15,000
- Updated Scoreboard - \$10,000
- Locker Room Improvements (structural) - \$20,000
- Zamboni Repair – wrapped with Sponsor Trademarks (i.e., New York Rangers logo)