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Melissa Quick
Clerk of the Circuit Court
Vermilion County, Illinois
SH, Deputy Clerk

IN THE CIRCUIT COURT OF VERMILION COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

VERMILION COUNTY HOCKEY LLC, an Illinois limited liability company **Plaintiff,** **v.** **VERMILION COUNTY METROPOLITAN EXPOSITION AUDITORIUM AND OFFICE BUILDING AUTHORITY** an Illinois unit of local government **Defendant.**	)	**Case No. 2022 LA 000019** **The Honorable Nancy S. Fahey** **JURY TRIAL DEMANDED**

AMENDED COMPLAINT

Plaintiff, Vermilion County Hockey LLC (the "Bobcats"), by and through its undersigned counsel, FOX, SWIBEL, LEVIN & CARROLL, LLP, files the following Amended Complaint against Defendant Vermilion County Metropolitan Exposition Auditorium and Office Building Authority (the "Arena"):

Nature of the Action

1. The Bobcats bring this action for damages and other relief due to the Arena's many ongoing and egregious violations arising under that certain lease, dated March 17, 2021, entered into by and between the Arena, as landlord, and the Bobcats, as tenant, for use of the David S. Palmer Arena in Danville, Illinois (the "Venue"; and such lease, the "Lease," a true and accurate copy of which is attached as **Exhibit A**).

2. From and after the very moment the ink dried on the Lease, the Arena has failed to satisfy its most fundamental obligation – to furnish the Bobcats with a facility suitable for its use as a hockey arena. To the contrary, the Venue has been and continues to be unsuitable for its intended use because the Arena willfully fails to maintain (i) the ice, (ii) the Zamboni (which is

necessary to maintain the ice), and (iii) the utilities servicing the Venue (including, of crucial consequence, the Venue's HVAC and plumbing systems). Even after the filing of this action by the Bobcats, the Arena, in flagrant disregard of its basic contractual obligations, failed to have the ice at the Venue installed and ready by August 15, 2022 as promised under the Lease, and is now projecting that the ice will not be installed until ***nearly one month later*** on September 13, 2022.

3. In addition to these breaches, in multiple areas in which the Lease affords the Arena sole discretion with respect to the mode or degree of performance, the Arena has exercised its discretion in a bad faith, capricious, manner which is inconsistent with the Bobcats' reasonable expectations. The Arena's dual failure to perform under the Lease and violations of the duty of good faith and fair dealing have caused significant injury to the Bobcats, whose inaugural season was substantially -- *if not irreparably* -- tarnished by game postponements and other embarrassing setbacks caused by the gross mismanagement of the Venue.

4. These violations, and others alleged herein, continue unabated through the filing of this Amended Complaint, injuring the Bobcats organization by failing to ensure the team, the team's opponents, and the fan base that the Venue is a safe, suitable arena for ice hockey. As a consequence, not only have the Bobcats suffered considerable economic damages as herein alleged, but, so too, have they suffered appreciable reputational harm. The cumulative effect of such damages upon the Bobcats threatens its viability to continue as a going concern.

Parties

5. The Bobcats are organized as an Illinois limited liability company and have their principal place of business at 100 West Main Street, Suite 143, Danville, Illinois.

6. The Arena is an Illinois unit of local government formed pursuant to Section 200/265-15 of the Illinois CIVIC Code and has its principal place of business at 100 West Main Street, Danville, Illinois. *See* 70 ILCS 200/265-15 ("There is hereby created a unit of local government known as the Vermilion County Metropolitan Exposition, Auditorium and Office Building Authority in the metropolitan area.")

Jurisdiction and Venue

7. This Court has jurisdiction over this action pursuant to 735 ILCS 5/2-209 because all transactions or occurrences out of which this action arises occurred in Illinois and because the making or performance of the Lease is substantially connected with Illinois.

8. Venue is proper in Vermilion County pursuant to 735 ILCS 5/2-101 because (1) the Arena resides in Vermilion County, Illinois; and (2) the transactions or occurrences, or some part thereof, out of which this action arises occurred in Vermilion County, Illinois.

9. The Arena may be sued in its corporate name under 70 ILCS 200/265-55 and 70 ILCS 200/2-10.

Factual Allegations

I. The Formation of the Bobcats and Execution of the Lease

10. The Southern Professional Hockey League (SPHL) is a professional hockey league with teams located throughout the southern and midwestern United States. On March 10, 2021, the SPHL announced the Bobcats as its first expansion team in over four (4) years, with an inaugural season to take place beginning in Fall 2021 at the David S. Palmer Arena in Danville, Illinois.

11. The Bobcats were founded by Ellen Tully ("Tully"), a lifelong Danville resident and a professional photographer whose work includes photographing USHL, NCAA, AHL,

ECHL, SPHL, and Team USA Hockey. When forming the Bobcats, Tully emphasized the benefits the team would bring to Vermilion County: "*The time was right in my life where I could make a difference in my hometown and the surrounding areas. Off the ice, I hope we will be in a unifying team for the area…A team that everyone from Georgetown to Hoopeston, Champaign to Veedersburg and everywhere in between can get behind and be proud of. We want to be active in the schools, library, hospital, youth hockey, etc. We want and need to be good role models for the kids in the area." See* https://www.vcbobcats.com/about-the-owner (accessed March 28, 2022).

12. On March 17, 2021, the parties entered the Lease for the purpose of providing the Bobcats with a sports arena to host games and practices: "The purpose of this Agreement is for the Team to utilize the David S. Palmer Arena as its home facility for the 2021-2022, 2022-2023, and 2023-2024 Hockey Seasons." (Ex. A, p. 1.) The Term of the Lease was three (3) years, and is set to expire on March 24, 2024, unless earlier terminated. (Ex. A, p. 1.)

13. The Lease confers upon the Arena certain non-delegable performance obligations, specifically relating to the Arena's maintenance of the facilities, equipment, and condition of the Venue as necessary for the conduct of ice hockey, including as follows:

> XXII. Facilities. ***The Arena shall be responsible for maintaining existing facilities as necessary for Ice Hockey use***. ***The Arena shall be responsible for all repairs necessitated by ordinary wear and tear.*** The Team will be financially responsible for any damage for any damage caused by the Team or the Team's opponents before, during or after any game. The Arena is responsible for repairing/replacing any boards/glass that may be broken during game play or practice. ***The Arena is solely responsible for the maintenance of the Facilities, including all mechanical systems***. ***The Arena represents that facilities are free from any building code violation and the Arena is solely responsible any building code or ADA violation.***

> XXI. Equipment. Arena shall provide Team with equipment related to the Ice Surface itself, i.e., ***Zamboni machine***, Goals, marsh goal pegs, Scorekeeping Equipment; ***which shall be kept in good repair***.
>
> E. Locker Rooms. Team shall be entitled to use of the home, visitor and referee locker rooms on game days for the duration of the term. In addition, the Team shall be entitled to use the home, visitor, and referee locker rooms during Non-League Events sponsored by the Team during the term of the Contract. ***The Arena shall be responsible for HVAC, lighting, and hot water. The Arena represents and warrants that the electrical, HVAC and plumbing systems are in good/normal working condition and shall be solely responsible for maintaining such systems in good work condition…***

(Ex. A, XXII, XXI, and II(E)) (emphasis added)

II. The Arena Condition Violations

14. Since execution of the Lease, the Arena has been in material breach of its obligation to furnish the Bobcats with a facility suitable for use as a hockey arena.

15. Throughout the Lease term, the Arena has failed to maintain the ice as necessary for ice hockey use, including by (i) providing the Bobcats with ice containing gouges, ruts, and other defects which have made it uneven and imperiling for the Bobcats' players to skate on, and (ii) failing to use a functioning Zamboni, thereby allowing excess ice, snow, dirt, and other hazardous debris to accumulate on the ice (the "Defective Ice Conditions").

16. The Defective Ice Conditions have caused Bobcats games and practices to be delayed and postponed, which has resulted in considerable lost revenue. Practices have also been shortened because mounds of snow and ice have not been swept by the Arena's Zamboni, causing the puck to become airborne and pose a risk of facial injury to the players. Bobcats players have suffered serious bodily injury as a result of the Defective Ice Conditions (*e.g.,* gouges in the ice, uneven ice levels, ice being too thin), including instances where a Bobcats

player's skate got caught in the ice, resulting in a high ankle sprain and another causing a groin injury, both resulting in missed practices and games.

17. The Bobcats were forced to reschedule their home opening game from October 15, 2021 to November 4, 2021 because the Arena did not have safe ice conditions on which to play hockey. In announcing the postponement of the Bobcats' opening game, SPHL Commissioner Doug Price stated generally to the public: "*I am extremely disappointed for the Bobcats organization and players and the Vermilion County hockey fans who were excited to see professional hockey for the first time in over a year and a half [,] [b]ut as a matter of safety for the players, it was necessary to postpone these games*." *See* https://www.thesphl.com/sphl-announces-postponement-of-bobcats-opening-weekend (accessed March 27, 2022). The significance of the foregoing statement to the general public can hardly be overstated, and conclusively establishes the Arena's material breach of the Lease.

18. The Arena has also failed to provide a Zamboni in good repair as called for by the Lease because, among other defects, the Zamboni used at the Venue during the relevant timeframe (i) is dated and out of repair, having been first acquired in 1997, (ii) is not consistently maintained by the Arena, (iii) does not have a functioning starter (iv) has tires which have not been changed in at least five (5) years, (v) does not have proper studs on the tires to maintain a grip on the ice (vi) has dull blades which need to be sharpened, (vii) does not have clean and operable conditioner towels, (viii) has a malfunctioning tire washing component, and (ix) is not operated correctly by Arena employees (the "Zamboni Defects").

19. The Zamboni Defects have caused or contributed to the Arena's failure to maintain the ice in a fashion necessary for safe hockey play. As of October 2021, a new Zamboni arrived at the Venue, but manifested defects upon installation and no effort to repair the

same was made until February, 2022. This new Zamboni was repaired and returned to the Venue in March, but has never been used. The Arena has falsely represented that it will hire a third-party to train its employees to operate the new Zamboni. However, no such training has been scheduled as of the filing of this Amended Complaint.

20. Even after the filing of the original Complaint, the Arena has cavalierly flouted its most basic obligation to provide the Bobcats with an ice hockey rink. Pursuant to Section VI of the Lease, the "***Arena agrees that the Ice shall be available from January 1 to June 30 and August 15 to December 31 of each calendar year***." (Ex. A, VI.). Despite this straightforward requirement, the ice was not available on August 15, 2022 as promised, and will not be available, according to the Arena's latest projections, until September 13, 2022.

21. The Arena has also failed to protect the ice during non-ice events hosted at the Venue. Specifically, the ice is not properly covered and shielded from damage during non-ice events. The Arena also fails to properly maintain its "Decking System." The Decking System consists of wood flooring boards used to cover the ice during non-ice events. The Arena has for several months stored its Decking System ***outside*** and ***uncovered*** in a parking lot, where the wood is exposed to moisture and other elements which causes it to warp and renders it unsuitable to protect the ice. (See **Exhibit B**, Photographs of Decking System).

22. The Arena has also failed to supply heat to the locker rooms at the Venue. The temperature in the locker rooms has repeatedly been set too cold and is uncomfortable for even temporary occupancy.

23. The Arena has also, on at least four (4) occasions, caused or allowed sewage and fecal matter to seep from under walls and flooring, as well as flow up from drains, into the Bobcats' locker rooms and offices. The sewage damages the newly installed carpet and rubber

flooring carpet and has left a strong smell and residual evidence of human waste. In a particularly embarrassing event, referees for Bobcats games had to change while standing on chairs (as the carpet in the team offices was soiled), and players had to change and shower at their respective homes. The Arena, through Dunagan and otherwise, has consistently promised to correct the seepage issue, but has never taken meaningful steps to do so, all while the Bobcats pay full rent for their use of the Venue. Upon information and belief, the foregoing conditions run afoul of applicable health codes.

24. The unacceptable, embarrassing, and imperiling conditions of the Bobcats locker rooms have become common knowledge around the SPHL league. Upon information and belief, the inability to provide clean, secure, comfortable locker rooms and reliable ice has caused players to forego playing for the Bobcats and has damaged the Bobcats' reputation around the league. (Paragraphs 10-24 shall be referred to herein as the "Arena Condition Violations"). In addition to the foregoing, the locker rooms have consistently been the target of thefts, notwithstanding the fact that such space is keypad protected with such codes only known to a handful of Bobcats staff. As such, the Arena has consistently failed to secure this space, and, likewise, has failed to provide even basic cleaning and restocking of locker room toilets with toilet paper – notwithstanding the fact that these bathrooms are used by the public on days on which the Venue is not used by the Bobcats. This Complaint draws specific attention to these more minor failings to illustrate the sheer ***multitude*** of defaults committed by the Arena under the Lease.

25. The Arena Condition Violations have occurred repeatedly from and after the execution of the Lease and continue unabated through the filing of this Amended Complaint.

26. Even more troubling than the breaches of the Lease are the Arena's multiple false promises regarding their ability to correct operations and remedy unacceptable conditions at the Venue. These false promises, which are made with knowledge of their falsity, or at least recklessness as to their truth, have been designed to lull the Bobcats into continuing to pay rent and performing under the Lease while the Arena fails to hold up its end of the bargain by furnishing an arena suitable for hockey.

27. On October 1, 2021, for example, a meeting was held at Danville Mayor, Rickey Williams Jr.'s office concerning the Arena's process for "flipping the ice" during non-ice events. The participants included Tully and the Bobcats front office, the Arena's General Manager Joe Dunagan ("Dunagan"), SPHL Commission Doug Price, and various Arena Board Members. During the meeting, Dunagan promised that he would "train a crew to flip the ice and keep it covered during non-ice events," including specifically covering the ice with a layer of Homasote (a cellular based fiber board), a .5mm sheet of plastic, and rolled pieces of carpet (the foregoing, collectively, the "Approved Ice Maintenance Procedure"). However, despite promising to train employees to implement the Approved Ice Maintenance Procedure, the Arena has failed to apply the procedure *on even one occasion*, and, as a consequence, the condition of the ice after non-ice events has been damaged and unsuitable for the Bobcats to play hockey on.

28. The false promise made by Dunagan in the Mayor's office is just one example of falsehoods by him and others associated with the Arena, both before and after the filing of the original Complaint, to pay "lip service" to the objections raised by the Bobcats about the Arena's failure to honor its covenants in the Lease, including (a) on or about August 5, 2022, the Arena misrepresented when the ice will be installed, by initially claiming it would be ready by August 20, 2022, five (5) days after the Lease required, only to later admit that the ice will not actually

be ready until September 13, 2022, and (b) between June and August 2022, the Arena stated that Zamboni operation training had been scheduled for its employees when, in fact, no training has ever been scheduled.

29. The attempt to lead the Bobcats on through false and reckless statements has been neither isolated nor without consequence. False promises are the Arena's automatic reaction to the Bobcats' complaints about the dilapidated conditions and mismanagement at the Venue. Upon information and belief, these false promises are part of a scheme by the Arena's management and the Arena Board Members to keep the Bobcats (the Arena's anchor tenant) paying rent and signing up sponsors (from whom the Arena financially benefits), as opposed to vacating the Venue in favor of another, better-run, sports arena.

III. The Other Violations and Arena's Failure to Perform in Good Faith.

30. In addition to the Arena Condition Violations, the Arena has also acted in a manner which is contrary to the commercially reasonable expectations of the parties.

31. There are multiple areas in which the Lease gives the Arena sole discretion with respect to the mode or extent of performance. Section XII states that the Bobcats will be entitled to 15% of gross concession sales. Apart from this promise, however, the Lease affords the Arena discretion in how to operate the concessions. Unfortunately, the Arena has done so in a manner which defeats the reasonable expectations of the parties because only a single concession has been open during Bobcats games, when at least two stands are available to serve fans. Upon information and belief, both concession stands are open for other events, but not for Bobcats games. This is the first example (of more below) of the Arena and Dunagan failing to use good faith and best efforts to perform under the Lease, and conversely, on information and belief,

intentionally performing in a lackadaisical and sloppy manner out of spite for the Bobcats and Tully who have raised complaints about management.

32. The sole concession stand operated during Bobcats games is also inadequately staffed and equipped, offers only one point of sale, and fails to meet basic food preparation health standards. The Arena, which has outsourced the concessionary function to a third party vendor, fails to provide (or cause to be provided) adequate refrigeration and cleanliness standards necessary for the health of patrons attending Bobcats events. Upon information and belief, the Arena's single concession stand operates in violation of local health codes. The failure to operate sufficient concessions has resulted in lost revenue for the Bobcats.

33. A second area in which the Arena has abused its discretion concerns the sale of alcoholic beverages. On numerous occasions, the Arena has prematurely terminated alcohol sales during Bobcats games due to an alleged shortage of alcohol. Under the Lease, the Arena is solely responsible for maintaining sufficient stock of food and alcohol for attendees. (Ex. A, XII(B)). The inability to sell alcohol has injured the Bobcats, who are entitled to 15% of gross sales. (Ex. A, XII(A)).

34. The Arena has also failed to keep the box offices open so that members of the public can purchase Bobcats tickets. Even on gamedays, when historically many attendees purchase their tickets, the Arena staffs only a single box office for a limited amount of time, resulting in lost ticket sales. Here, too, the Arena has violated a covenant of good faith and fair dealing by exercising its discretion over when and how long to keep the box office open in a manner which prevents the Bobcats from obtaining the benefit of their bargain in the Lease.

35. The Arena has also handled the Bobcats' team property in an abusive and damaging manner. Upon removing the ice following the conclusion of the 2021-2022 hockey

season, the Arena haphazardly decided to store the Bobcats' specialized logos outside in a parking lot where they were damaged through exposure to rain, dirt, oil, and mechanical fluid. The team logos, which are very delicate and expensive, were wadded up in bunches and left near the garbage dumpster as if they were trash. (**Exhibit C,** Photographs of Logos). When the logos were finally brought back inside after an objection was raised by the Bobcats, they were laid in the stands, instead of properly folded and safely stored away. Upon information and belief, the Arena, and Dunagan specifically, have recklessly damaged the Bobcats property as retribution for the Complaint being filed. As a result of the Arena's conduct, the Bobcats had to purchase new logos for the 2022-2023 season.

36. The Arena has also limited the Bobcats' ability to schedule events in the offseason. The Arena has fully booked non-hockey days leaving the Bobcats with either no or extremely limited availability to use the Venue. This breach prevents the Bobcats from hosting "camps, showcases, tournaments and other hockey events" as expressly contemplated under the Lease. (Ex. A, II(C) (Paragraphs 30-36 shall be referred to herein as the "Other Violations").

37. The Arena and its Board of Directors have been and remain fully aware of the Arena Condition Violations and the Other Violations, have never disputed they exist or have occurred, and have willfully and negligently failed to cure these violations in direct repudiation of the Lease. The Arena's Board of Directors have refused to meaningfully address complaints raised by the Bobcats at meetings in violation of their statutory, if not fiduciary, duty to operate the Arena. The Arena's Board of Directors continues to employ existing management, including Dunagan, despite knowledge that they are incapable of managing (or worse, unwilling to manage) the Venue as required in the Lease and as necessary to meet the standard expected for a professional hockey arena.

IV. The Bobcats Have Suffered Significant Damages

38. As a result of the violations alleged herein, including the Arena Condition Violations (inclusive of the Defective Ice Conditions and Zamboni Defects) and the Other Violations, the Bobcats have suffered considerable direct, indirect, and consequential damages, including lost profits.

39. The Arena's breach of the Lease and other tortious conduct has been particularly damaging to the Bobcats ability to build a fan base and earn respect around the SPHL, as the conditions of the Arena have caused an unfavorable impression of the Bobcats and its organization in the team's inaugural season. The lasting consequences of the foregoing reputational damage are necessarily uncertain but may reasonably be presumed to be irreparable.

COUNT ONE
(Breach of Contract)

40. The Bobcats hereby incorporate Paragraphs 1-39 of the Complaint as though fully stated herein.

41. The Lease is a valid, binding, and enforceable contract between the Bobcats and the Arena.

42. The Bobcats have performed their contractual obligations under the Lease, including payment of rent.

43. The Arena has breached its obligations under the Lease in multiple, material respects, including by:

a. Failing to maintain existing facilities at the Venue as necessary for Ice Hockey use;

b. Failing to make repairs at the Venue as necessary to fulfill its obligations under the Lease;

c. Failing to maintain mechanical systems, including HVAC and plumbing systems;

d. Upon information and belief, failing to supply the Venue in a condition free from building code violations;

e. Causing or allowing the Defective Ice Conditions and Zamboni Defects throughout the pendency of the Lease;

f. Failing to protect the ice during non-ice events, including by mishandling and damaging the Decking System responsible for protecting the ice, and;

g. Failing to provide the Bobcats with working equipment related to the Ice Surface itself, including the Zamboni machine;

h. Failing to keep equipment related to the Ice Surface itself, including the Zamboni machine, in good repair;

i. Failing to supply adequate HVAC to locker rooms at the Venue;

j. Failing to maintain HVAC systems in good working condition;

k. Failing to maintain the plumbing system in good working condition, resulting in toilet water and fecal matter seeping into the Bobcats' offices;

l. Failing to adequately staff and keep the box offices at the Venue open so that members of the public can purchase Bobcats tickets;

m. Maintaining only one concession stand during Bobcats games, which itself is inadequately staffed and equipped and, upon information and belief, handles food in violation of local health codes;

n. Prematurely terminating alcohol sales due to a shortage of alcohol supply;

o. Failing to appropriately plan and prepare for alcohol demand despite being the "exclusive provider of all food and beverage" under the Lease (Ex. A, XII(B),;

p. Failing to make the Venue available to the Bobcats on non-hockey days and during the offseason to host "camps, showcases, tournaments and other hockey events" as called for in the Lease. (Ex. A, II(C)), and;

q. Failing to have the ice installed for the 2022-2023 season by August 15, 2022 (Ex. A, VI.).

44. As a result of these breaches, the Bobcats have suffered and will continue to suffer damages. The Bobcats' damages consist of direct, indirect, and consequential damages, including lost profits, which were entirely foreseeable to the Arena. The Bobcats are also entitled under the Lease to recover their reasonable attorneys' fees and costs incurred in enforcing the applicable provisions of the Lease. (Ex. A, XXVI).

WHEREFORE, Plaintiff, Vermilion County Hockey LLC, respectfully requests an Order finding Defendant, Vermilion County Metropolitan Exposition Auditorium and Office Building Authority, liable for breach of contract under Count I, and awarding Plaintiff all direct, indirect and consequential damages as permitted by Illinois law, as well as their reasonable attorneys' fees and costs, and any other relief this Honorable Court deems just and equitable.

COUNT TWO
(Breach of Good Faith and Fair Dealing)

45. The Bobcats hereby incorporate Paragraphs 1-39 of the Complaint as though fully stated herein.

46. The Lease is a valid, binding, and enforceable contract between the Bobcats and the Arena.

47. The Bobcats have performed their contractual obligations under the Lease, including payment of rent.

48. All Illinois contracts contain an inherent duty of good faith and fair dealing which is imposed on the parties unless explicitly excluded. The Lease does not explicitly exclude the duty of good faith and fair dealing.

49. The Lease vests the Arena with sole discretion concerning the degree and mode of performance of terms relating to staffing and operation of the box office and concessions, the handling and storage of Bobcats team property, and booking the Venue on non-ice days/during the Bobcats offseason.

50. The Arena has exercised its sole discretion on these contract matters arbitrarily, capriciously, and in a manner inconsistent with the reasonable expectations of the Bobcats, including as follows:

a. Failing to adequately staff and keep the box offices at the Venue open so that members of the public can purchase Bobcats tickets;

b. Maintaining only one concession stand during Bobcats games, which itself is inadequately staffed and, upon information and belief, handles food in violation of local health codes;

c. Prematurely terminating alcohol sales due to a shortage of alcohol supply;

d. Failing to appropriately plan and prepare for alcohol demand despite being the "exclusive provider of all food and beverage" under the Lease (Ex. A, XII(B));

e. Failing to make the Venue available to the Bobcats on non-hockey days and during the offseason to host "camps, showcases, tournaments and other hockey events" as called for in the Lease. (Ex. A, II(C));

f. Mishandling and damaging the Bobcats team property, including the specialized logos which needed to be replaced for the 2022-2023 season;

g. Failing to protect the ice during non-ice events, including by mishandling and damaging the Decking System responsible for protecting the ice;

h. Failing to meaningfully address objections and complaints about operations and management when they have been raised by the Bobcats and Tully, and making false promises that these problems will be corrected when the Arena has no present intention of curing its defaults, and;

i. Upon information and belief, the Arena, through its general manager and designated spokesperson Dunagan, has intentionally performed the Lease in a lackadaisical and sloppy manner out of spite or retribution for the Bobcats and Tully's raising complaints about the quality of management and the condition of the Venue.

51. The Arena has breached its inherent duty of good faith and fair dealing in the performance of its obligations under the Lease and in responding to complaints and issues raised by the Bobcats under the Lease.

52. The Bobcats have been denied the full benefit of performance by the Arena in accordance with good faith and best efforts.

53. As a result of these breaches, the Bobcats have suffered and will continue to suffer damages. The Bobcats' damages consist of direct, indirect, and consequential damages, including lost profits, which were entirely foreseeable to the Arena. The Bobcats are also entitled under the Lease to recover their reasonable attorneys' fees and costs incurred in enforcing the applicable provisions of the Agreement. (Ex. A, XXVI).

WHEREFORE, Plaintiff, Vermilion County Hockey LLC, respectfully requests an Order finding Defendant, Vermilion County Metropolitan Exposition Auditorium and Office Building

Authority, liable for breach of the duty of good faith and fair dealing under Count II, and awarding Plaintiff all direct, indirect and consequential damages, as well as at their reasonable attorneys' fees and costs, and any other relief this Honorable Court deems just and equitable.

COUNT THREE
(Promissory Fraud)

54. The Bobcats hereby incorporate Paragraphs 1-39 of the Complaint as though fully referenced herein.

55. On October 1, 2021, during a meeting held at Danville Mayor, Rickey William Jr.'s office, the Arena, through its general manager and "designated spokesperson" Dunagan, made a knowingly false representation of material fact that he would "train employees" to use the Approved Ice Maintenance Procedure to protect the ice during non-ice events.

56. At the time of making this statement, Dunagan knew or believed that the statement was untrue, and that he would never train employees to implement the Approved Ice Maintenance Procedure, which he has not done. The statement was designed to induce the Bobcats into continuing to perform the Lease, pay rent, and sign sponsors, despite not being supplied with facilities (including safe ice) necessary to play ice hockey.

57. The Bobcats had a right to rely on Dunagan's statements because he is the Arena's "designated spokesperson" under the Lease, and the statement was made in the office of the highest-ranking elected official in Danville, Illinois, in the presence of Arena Board Members who are statutorily required to operate the Venue.

58. The Bobcats did, in fact, rely on Dunagan's statement insofar as it continued to perform under the Lease, including paying rent and developing sponsorships and advertising opportunities instead of declaring a default based on the multiple, material breaches of the Lease due to the condition of the ice.

59. Upon information and belief, Dunagan's false promise in the Mayor's office is part a larger artifice to keep the Bobcats at the Venue despite it being mismanaged and unsuitable to host hockey games and practices. This artifice has played out through the issuance of false promises by Dunagan and others on behalf of the Arena which are made without regard to their veracity and designed to lull the Bobcats into believing the mismanagement of the Venue and defaults of the Lease will be cured, including (a) stating the ice would be ready for the 2022-2023 season by August 20, 2022, when in fact the ice would not be ready until September 13, 2022 at the earliest, (b) stating that employees would be trained on how to operate the Zamboni by Olympia, a third-party, when no training has been scheduled. The consistent "stringing along" of the Bobcats through false promises states a claim for promissory fraud.

60. As a direct and proximate cause of the fraudulent statements alleged herein, the Bobcats have been injured and are entitled to the recovery of compensatory and punitive damages.

WHEREFORE, Plaintiff, Vermilion County Hockey LLC, respectfully requests and Order finding Defendant, Vermilion County Metropolitan Exposition Auditorium and Office Building Authority, liable for promissory fraud under Count III, and awarding Plaintiff compensatory damages, as well as punitive damages, and any other relief this Honorable Court deems just and equitable.

COUNT FOUR
(Specific Performance)

61. The Bobcats hereby incorporate Paragraphs 1-39 of the Complaint as though fully referenced herein

62. This cause of action is pled in the alternative to the Bobcats' prayer for money damages under Counts I and II.

63. The Lease is a valid, binding, and enforceable contract between the Parties.

64. The Bobcats have performed their contractual obligations under the Lease, including payment of rent. The Bobcats are ready, willing, and able to continue performing their obligations under the Lease.

65. In the alternative to the monetary relief sought in Counts I and II, an award of money damages is an inadequate remedy to compensate the Bobcats for the injuries to its brand and reputation because of the Arena's failure to perform the Lease. The Arena's nonperformance of the Lease will continue to cause significant economic damages, including lost profits from missed ticket, alcohol, and novelty sales, which will be difficult to ascertain.

66. An Order of specific performed is therefore appropriate, compelling the Arena to perform its obligations under the Lease, including immediately curing the Arena Condition Violations and the Other Violations, and implementing the Approved Ice Maintenance Procedures, as alleged herein.

WHEREFORE, Plaintiff, Vermilion County Hockey LLC, respectfully requests an Order requiring specific performance by Defendant, Vermilion County Metropolitan Exposition Auditorium and Office Building Authority, to:

a. Immediately cure all defaults under the Lease, including the Arena Condition Violations and the Other Violations;

b. Immediately cure the Defective Ice Conditions and provide the Bobcats with ice that allows for the reliable, safe playing of ice hockey;

c. Immediately cure the Zamboni Defects, including by supplying the Bobcats with a new Zamboni which operates consistently and effectively to sweep the ice;

d. Immediately cure the plumbing defects which has caused repeated seepage issues in the Bobcats' offices and locker room;

e. Immediately cure the HVAC defects at the Venue and provide adequate heating of the Bobcats locker rooms, of at least 68 degrees;

f. Immediately implement the Approved Ice Maintenance Procedures when flipping the ice for non-ice events;

g. Purchase a new Decking System to replace the system which was improperly stored outside where it was warped, damaged, and rendered unsuitable for future use;

h. Pay for or reimburse the Bobcats for new ice logos which replace the logos which were damaged due to the reckless mishandling and storage following the conclusion of the 2021-2022 hockey season;

i. Keep the box office open during regular business hours Monday through Friday to allow for the purchase of Bobcats tickets by the public, and hire staff and employees are necessary to fulfill this obligation;

j. Open both concession stands during Bobcats games, and hire staff and employees are necessary to fulfill this obligation;

k. Immediately train employees on proper food handling techniques and correct any health code violations in connection with the operation of the concessions stands;

l. Consult with the Bobcats front office, including Tully, prior to booking non-hockey days to allow the Bobcats to exercise their right use the Venue for camps, showcases, tournaments, and other hockey events as called for in the Lease, and

m. for whatever other specific performance relief this Court deems just and equitable.

Dated: August 26, 2022 **VERMILION COUNTY HOCKEY LLC**

By: */s/ Steven L. Vanderporten*
One of their Attorneys

Steven L. Vanderporten (svanderporten@foxswibel.com)
Fox Swibel Levin & Carroll, LLP
200 W. Madison St., Suite 3000
Chicago, IL 60606
(312) 224-1200
ARDC No. 6314184

Exhibit A

AGREEMENT

This Agreement ("Contract") is entered into this 17th of March, 2021, between the Vermilion County Metropolitan Exposition Auditorium and Office Building Authority, a unit of local Government doing business as the David S. Palmer Arena (hereinafter "Arena"), and Vermilion County Hockey, LLC, an Illinois limited liability company (hereinafter "Team"), with offices at 10580 Titan Run, Carmel, IN 46032.

The purpose of this Agreement is for the Team to utilize the David S. Palmer Arena as its home facility for the 2021-2022, 2022-2023 and 2023- 2024 Hockey Seasons. It is expected that the 2021-2022 season shall start in October.

I. Term of Contract. The term of this Contract shall commence on the date hereof and terminate on May 31, 2024. The Team shall have an option to extend the term of this Contract for an additional three (3) year term on the same terms and conditions. The commencement date of the renewal date shall be June 1, 2024 and the termination date shall be May 31, 2027. The Team must exercise its option by sending written notice of renewal to the Arena no later than January 31, 2024. The facilities involved are the ice arena, locker rooms, storage areas and office space all as set out below. Notwithstanding anything contained herein to the contrary, should the Team cease to play at the David S. Palmer Arena as its home arena, the Contract shall be terminated at the option of the Arena, and, except for payments already accrued by the Team and owed to the Team by the Arena, the Arena shall have no further obligations under this Agreement to the Team.

II. Rental of Facilities.

A. Practice Ice:

1. Team will pay the Arena $125.00 per hour for all practices scheduled during off-peak hours and $150.00 per hour for all practices schedule during peak hours.

2. "Off-peak" hours are defined as 6:00 A.M to 3:30 PM and 10:00 PM – 11:59 PM Monday - Friday (Non-Holidays). Team commits to buying minimum of 130 hours of ice during off-peak hours per season.

B. Game Ice:

1. Team agrees that rent is to be valued at $600.00 per scheduled game; invoiced twice a month on the 1st and 15th of each month.

2. Arena will invoice Team for fifty percent (50%) of the game day ice rental fee for each scheduled game within thirty (30) days after the finalization of the Team's league season schedule. Said payment shall be considered a deposit for the per game rental for ice and shall be non-refundable except to the extent of a game cancellation as provided in Section XVIII below.

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C. Non-League Events. During the off-season, the Team shall be entitled to sponsor camps, showcases, tournaments and other hockey events ("Non-League Events") as the Team sees fit at the Arena. The Team will pay the Arena $125.00 per hour for all Non-League Events scheduled during off-peak hours and $150.00 per hour for all Non-League Events schedule during peak hours.

D. Office Space. The Arena agrees to provide Room 143 for use by Team as office space. Cost for this space will be $350 per month for the initial three year term and $500 per month during the renewal period.

1. Gas and Electric are included in rent.

2. Internet is included in rent.

3. Telephone is at Teams expense.

4. Team is responsible for cleaning and maintenance of Room 143.

E. Locker Rooms. Team shall be entitled to use of the home, visitor and referee locker rooms on game days for the duration of the term. In addition, the Team shall be entitled to use the home, visitor and referee locker rooms during Non-League Events sponsored by the Team during the term of the Contract. The Arena shall be responsible for HVAC, lighting and hot water. The Arena represents and warrants that the electrical, HVAC and plumbing systems are in good/normal working condition and shall be solely responsible for maintaining such systems in good working condition. The Arena reserves the right to use the locker room areas for Arena events, provided however that the Arena shall not have access to the Team secured areas. The Team will be responsible for damage to locker room caused by the Team or its opponents except for such damages caused by normal wear and tear. The Arena will provide normal maintenance and janitorial service. The Team agrees to keep the locker rooms in sanitary and orderly condition. The Team and Arena shall agree on an area (which Team shall be responsible for security) for the Team to store its equipment. The Arena agrees that the Team may make such non-structural modifications/improvements to the Locker Rooms as Team determines are reasonably necessary in the Team's sole discretion.

F. Storage Space. The Arena will endeavor to provide storage space for equipment for the Team. Arena will provide janitorial service for said storage space as well as the locker rooms.

G. Security Deposit. Team concurrently with the execution of this Contract, shall deposit the sum of $25,000.00 as a security deposit which shall be retained by Arena to secure the faithful performance by Team of all the covenants, conditions and agreements in this Contract set forth to be fulfilled, observed and performed by Team. The Security Deposit shall be maintained in a separate account by the Arena at Old National Bank (or such other institution approved by Team). Arena shall provide Team, upon Team's request, with statements detailing the account and any activity associated therewith. Arena and Team specifically acknowledge that the Security Deposit is not to be used for operations and the account can only be accessed to

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fulfill financial obligations of the Team that associated with an uncured default by Team or to return the Security Deposit to the Team. The Security Deposit, plus interest accrued thereon and less any amounts to be retained as a result of Team's failure to fulfill its obligations under the Contract, shall be refunded to Team by Arena within thirty (30) days after the termination of the Contract.

III. Building staff.

A. To be determined by the Team, the arena General Manager, and a liaison with the Board of Directors, when attendance can be anticipated and necessary staffing can be better defined. The Team shall either pay for such staffing or reimburse the Arena at the rates agreed upon by the Team, the arena General Manager and the Arena Board of Director's liasion.

B. All security shall be provided by the Team and shall be provided in accordance with the Regulations of the Southern Professional Hockey League ("SPHL") which provide as follows:

> "Security Officers. Each home team shall assign, during pre-season, regular season and playoff games, a Security Officer stationed in and for the security of the penalty box area. Further, each home team shall provide enough additional uniformed security officers to ensure the safety, both on and off of the ice, of all game officials and visiting team personnel. Each home team is responsible for the safety of visiting players entering and exiting the ice. Inadequate security will be reported by the referee to the League Office and if the charges are substantiated, the home team shall be assessed a fine at the discretion of the League Office."

In addition, the Team shall provide such security officers as shall be reasonably required to handle crowd control.

IV. Ticketing.

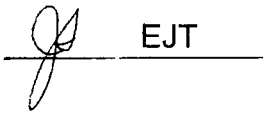
A. The Team shall keep 100% of net revenue from ticket sales. That revenue is defined as gross game ticket sales minus the ticket printing fees as described below and charges for game ice and building staff as
set forth above.

1. Ticket Printing Expense

   a. $_0.35__ per paid ticket
   b. $_0.35__ per complimentary ticket

The ticket printing expense shall match the actual costs charged by the vendor.

2. Additional ticketing expenses are as follows:

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a. 3.5% of gross Credit Card Sales
b. 3.5% of gross Outlet/Phone Sales/Internet*

*Outlet charges are for the Arena's ticketing system provider outlets only and do not apply to tickets taken from the primary box office on consignment to local consignment outlets.

B. Season and individual tickets are to be available throughout the season via the Arena's normal ticketing system. Arena will pull and distribute season and group tickets at the written direction of the Team.

C. The Arena will be allowed Twenty (20) Season Tickets at no charge. These tickets are to be used as the Arena sees fit so long as they are not sold. All tickets for Arena are exempt from the Ticket Printing Expense. The number of Season Tickets available to the Arena is based on current seating capacity and shall be reduced prorata to be consistent with any capacity limitations set by any governmental entity at any time. For example, if capacity is limited to twenty percent, then the Season Tickets to be provided to the Arena shall be limited to Four (4) or twenty percent of Twenty (20) Season Tickets to be provided.

V. Settlements/ Reporting.

A. At each and every home game, Arena will provide an accurate drop count and audit to the Team by the end of the second intermission.

B. Unless otherwise arranged, Arena shall be prepared to settle with Team on Wednesday prior to 12:00 Noon immediately following each and every home game.

VI. Installation of Ice. Arena agrees that the Ice shall be available from January 1 to June 30 and August 15 to December 31 of each calendar year. This provision will be reassessed prior to December 31, 2022 to evaluate the prior and scheduled usage and determine if the ice installation shall continue in this timeframe or be adjusted based on prior and scheduled usage.

VII. Post-Season League Play. Post-season practices and games will be scheduled based on availability. Regular season rates for games and practices apply.

VIII. Post-Game Skating Events. During each season, Arena shall, at no cost to Team, provide Team with 1-hour periods after each game during which Team may host Post-Game Skates. Arena reserves the right to charge for skate rental and will retain 100% of any such skate rentals.

IX. Scheduling. Prior to February 15th of each calendar, Arena shall provide for Team no less than Forty (40) open home dates between October 21 and April 30 of each season. All dates shall be Friday and/or Saturday evenings with the exception of Fifteen (15) dates which may be weeknight or Sunday afternoons. With respect to the 2021-2022 season, Arena and Team shall cooperate to provide the prospective open dates to the SPHL prior to the required deadline set by the SPHL.

Team has first priority in all ice scheduling with regards to all other hockey programs.

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X. Sky Box. The "Skybox" is an area located directly above Sections 7, 8 and 9. Team shall have use of the Skybox, at no charge. The Skybox has a maximum capacity of Twenty (20) people. The Team shall utilize the Skybox at Its own risk and may make cosmetic changes to the Skybox at its reasonable discretion and at its costs. The Arena is responsible for remediating any issues that are required to bring the Skybox up to code. Arena represents and warrants that the Skybox will be available for use by Team throughout Team's scheduled season.

XI. Insurance. The Team and its activities are covered by the SPHL Commercial General Liability Policy and such coverage is identified on Exhibit A (we need the Exhibit A) hereto. The Team shall direct the SPHL to provide the Arena with a certificate of insurance identifying the Arena as an additional insured.

Team warrants that, during all Non-League Events that it hosts, the Team shall require the Non-League Event operators to provide evidence of insurance to the Arena and such insurance shall name the Arena as an additional insured. All such insurance shall meet the following conditions:

A. Public Liability Insurance with minimum coverages for Bodily Injury and Property Damage liability in the minimum amounts of $1,000,000.00 per occurrence and $2,000,000 aggregate.

B. Worker's Compensation Insurance covering all employees of the Team working on or in connection with the event or production described herein, in accordance with the Illinois Worker's Compensation Law, and carrying an "All States' Endorsement."

Team shall indemnify Arena and save Arena harmless from all loss, cost and expense arising out of any liability, or claim of liability, for injury or damages to persons or property sustained or claimed been sustained by reason of the Team's use or occupation of the facilities hereinabove described, whether such use is authorized or not, or by any act or omission of Team or any of its officers, agents, employees, guests, patrons or invitees and Team shall pay for any and all damages to the property of Arena, or loss or theft of such property, done or caused by such persons.

XII. Concessions.

A. Arena agrees to pay Team a portion of alcohol sales equal to 15% of gross sales.

B. The Arena is the exclusive provider of all food and beverage. Team or its sponsors may bring no food or beverage into the facility unless previously approved by Arena. The Arena agrees to cooperate with the Team in hosting special event nights, including craft beer/wine nights. The Team specifically acknowledges:

1. PEPSI is the exclusive provider of all non-alcoholic drink except milk. No beverages that compete with or are the same as or similar to any brands distributed by PEPSI shall be advertised, promoted or featured in any way. The arrangement with

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PEPSI is due to be renegotiated prior to the end of the Contract Term and thereby is subject to change. The Arena shall make Team aware of any changes with respect to new beverage exclusivity agreements.

2. Team is authorized to bring in non-alcoholic beverages for Team use. These beverages must remain in the locker room and out of view of the public eye.

3. Team is authorized to have water bottles and/ or water cooler at benches so long as they do not promote any beverage competing with PEPSI. The Arena specifically acknowledges that visiting teams may have water coolers/bottles promoting beverages that compete with PEPSI.

XIII. Novelties.

A. The Team will retain 100% of all rights and proceeds to novelty sales.

B. The Team will be responsible for remitting all applicable local and state sales taxes associated with such novelty sales.

C. The Team will be responsible for all labor associated with novelty sales.

D. The Arena will allow the Team to place a portable souvenir stand in the main lobby for game nights and other Team related activities. Team-related merchandise must be stored by the Team when not in use.

XIV. Advertising.

A. The Arena hereby appoints the Team as the exclusive agent to sell all advertising with respect to the following areas: (1) Dasherboard signage, (2) in-ice logos, (3) Zamboni, (4) the Interior South Wall above Seating Sections 1-6, (5) the Interior North Wall above Seating Sections 10-15, (6) the Interior West Wall of the Arena facing inward, (7) the Two Scoreboards within the Arena, (8) the South Wall along the Concourse behind Seating Sections 1-6, (9) the North Wall along the Concourse behind Seating Sections 10- 15 and (10) the area immediately in front of the Middle 1/ 3 of the Skybox located above Seating Sections 7-9 ("Exclusive Areas"). The Team agrees to pay the Arena a percentage of advertising revenue generated in the Exclusive Areas as follows: (1) thirty percent (30%) during year one of the Contract or the renewal term and (2) thirty-five percent (35%) during years two and three of the Contract or the renewal term.

B. The Arena shall have exclusive control over the advertising over all areas except the Exclusive Areas. For avoidance of doubt, the Arena shall retain exclusive control over all advertising in the following areas: (1) the Atrium located immediately above the lobby, (2) the Banquet Facilities and connecting hallways located south of the Arena, (3) Outside Signage, (4) Soft Drink Advertising (note that PEPSI is the exclusive provider of all non-alcoholic drink except milk. No beverages that compete with or are the same as or similar any brands distributed by PEPSI shall be advertised, promoted or featured in any way), (5) Naming Rights for the arena

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and (6) Alcohol/Beer Exclusivity Rights for alcohol/beer sold at during Team Games (The Arena agrees that such exclusivity rights shall not restrict Team from hosting special events which may include the sale of craft beers, wine or spirits).

C. Team shall not secure any sponsor/signage that is in direct conflict with any sponsor/ signage exclusive rights retained by Arena. Likewise, at the request of Team, Arena shall not secure any sponsor/ signage that is in direct conflict with any sponsor/ signage retained by Team.

D. The Team will keep 100% of all advertising income related to game related advertising, i.e. programs, in-game sponsorships, etc. The Arena specifically acknowledges that the Team may sell in-game sponsorship in connection with signage in the Exclusive Areas. The Arena is only entitled to receive that portion of the Net Revenue allocated to the Exclusive Area signage as provided in Subsection A above and is not entitled to participate in any revenue associated with game related advertising.

E. Precedent: Events at the Arena sponsored by any organization that are in conflict with any sponsors/signage obtained by Team supersede the terms of this agreement for the duration of that event. However, existing signage shall not be removed.

XV. Arena/Team Activities. At the request of, and using the Arena's scripts, Team will announce upcoming "non-Team" Arena events during its games. In the usual course of business, and within the programmed schedule for scrolling events and announcements, the Arena will put up-coming Team game schedule and Team information on the outside marquee and the inside signs during "non-Team" events.

Team shall supply announcer for all games.

XVI. Booster Club. Team may at its option form a Booster Club provided such Booster Club is formed and operated in accordance with SPHL Regulations. Any such Booster Club may, during any Team function, sell raffle tickets, benefit tickets, etc. (not to include any food or beverages), for the purpose of promoting the Booster Club or charitable events. Proceeds of such sales as well as all costs involved to be retained and paid for by Booster Club. The Booster Club will acquire all necessary licenses or permits from the city, county or state, as need be, to hold or conduct any raffle or promotional event sponsored by the Team or the Booster Club.

XVII. Team Promotions. Team will be promoted as the Arena Home Team. Team shall have the right to engage in special promotion of regular season, exhibition, pre- season, and play-off games, if, in the Team's judgment, such effort will promote ticket sales or be advantageous for advertising, goodwill or publicity.

XVIII. Game Cancellation. In the event a game is canceled without fault of the Arena, the Team shall be responsible, for direct expenses not to exceed *$300, plus vacated facility time according to the schedule provided under Paragraph II of this contract. However, there will be no liability by the Team to the Arena or by the Arena to the Team for games canceled by an Act of God including but not limited to weather. The Team may avoid any charges upon a cancellation

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if it reschedules the canceled game within 15 days of cancellation. The Arena shall have the right to approve all rescheduled dates. Such approval shall not be unreasonably withheld.

*It is understood by both parties that in the case of a special promotion, direct expenses may be larger than $300. Reimbursement of these additional special promotion expenses shall be agreed upon by the Team, the arena General Manager and the Arena Board of Director's liaison prior to the scheduling of the promotion.

XIX. Game Rescheduling. In the event that the Arena has the opportunity to host a major event (i.e. Concerts, trade shows) the Arena will have the right to move and reschedule one game per season. The Arena will provide the Team with forty-five (45) days written notice of such move. In the event that such reschedule relates to a Friday or Saturday night game, the Arena shall pay Team an amount equal to the average season Friday or Saturday (as applicable) concession payment due Team based on the games played during the applicable season. In the event that the rescheduled game is the first Friday or Saturday game of a season, the amount due Team shall equal the average Friday or Saturday (as applicable) concession payment due Team for the prior season during which payments were made.

XX. Cancellation of Contract. If the Team ceases operations, then the Arena shall be entitled to damages for games canceled as per Paragraph XVIII up to one full season of home games. The Arena shall make all good faith attempts to mitigate its damages by finding alternate events. The Arena is entitled to utilize the $25,000.00 security deposit to recover any damages under this provision. Additionally, for every year the Team is under Contract with the Arena, the Arena shall return $5,000.00 of the security deposit to the Team. Should the Team cease operations, provided that such cessation does not relate to force majeure event, Arena would retain the funds currently held as the security deposit account as liquidated damages as a result of such cancellation. I

XXI. Equipment. Arena shall provide Team with equipment related to the Ice Surface itself, i.e. Zamboni machine, Goals, marsh goal pegs, Scorekeeping Equipment; which shall be kept in good repair. Additionally, Arena shall provide to Team any tables and chairs necessary for game day activities for use inside the facility, based on availability.

XXII. Facilities. The Arena shall be responsible for maintaining existing facilities as necessary for Ice Hockey use. The Arena shall be responsible for all repairs necessitated by ordinary wear and tear. The Team will be financially responsible for any damage caused by the Team or the Team's opponents before, during or after any game. The Arena is responsible for repairing/replacing any boards/glass that may be broken during game play or practice. The Arena is solely responsible for the maintenance of the Facilities, including all mechanical systems. The Arena represents that facilities are free from any building code violations and the Arena is solely responsible for correcting any building code or ADA violations.

Team shall, at its option and in its sole discretion, have the right to upgrade the lighting, audio and video equipment located in the playing area. Team shall have the right to remove such upgraded lighting, audio and video equipment upon termination of the Contract.

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In case the Arena Building or any part thereof, should be destroyed or damaged by fire or any other cause or in the event the Arena floor and/ or Arena is rendered unusable due to any reason, or if any other casualty of unforeseen occurrences shall render the fulfillment of the Agreement by the Arena impossible, thereupon this Agreement shall terminate, and the Team hereby waives any claim for damages or compensations should this Agreement be so terminated.

XXIII. Communication. The Team shall provide a designated liaison as spokesperson for the Team. Such person will have the authority to make the daily operating decisions for the Team. This person will be established at the beginning of the season. The Arena 's designated spokesperson is the General Manager. All Team business shall be communicated through the General Manager and not through any other members of the Arena staff or members of the Board of Directors. Both parties understand that the General Manager does not have the authority to alter, change, or modify any provision of this Agreement. Any alteration, change, or modification must be presented to the Board of Directors.

XXIV. No Compete. Team shall be the sole hockey franchise with regards to Professional, Semi-Professional, NCAA Division I and Junior levels. College club, Youth and House League Teams are outside of this agreement.

XXV. Outstanding Bills. Prior to the release of dates for the following season, any and all outstanding bills owed to The Arena by the Team shall be paid in full. The Team shall provide the Arena with a monthly report detailing any advertising sold in the Exclusive Areas by the Team for such month by the fifteenth (15^{th}) of the following month and shall include a check for the Arena's share of such advertising revenue along with the monthly report. The Team shall pay all other invoices within thirty (30) days after receipt by the Team of an invoice generated by Arena for staffing or ice usage charges.

XXVI. Additional Remedies Upon Default. In addition to any remedies allowed under this agreement, or allowed by law or equity, if either party is compelled to pay any expenses, including reasonable attorney fees and court costs, to prosecute or defend any action, or to enforce any of the terms of this Agreement necessitated by reason of the actions or default of either party, the sums so paid, together with interest at the statutory rate, plus any damages awarded and shall be due from the defaulting party on the first day of the month following the payment of such expense or the award of such damages.

XXVII. Assignment. Team will have the option to assign this contract to another entity, so long as that entity is owned and controlled by essentially the same people who negotiated this contract.

XXVIII. Notices. Any notices required to be sent by one party to the other shall be sent to the following addresses:

Business Name: Vermilion County Metropolitan Exposition Auditorium and Office Building Authority

c/o Name:

Address: 400 W. Main St.

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Danville, IL 61832

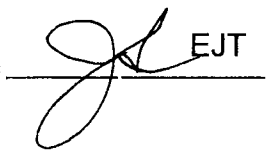
With a copy to: Davis and Delanois, P.C.
28 W. North St., Suite 200
Danville, IL 61832
Telephone: 217-446-5255
Fax: 217-446-7570

Business Name: Vermilion County Hockey, LLC
c/o Name: Ellen J. Tully
Address: 10580 Titan Run
Carmel, IN 46032

With a copy to: Meyer Capel, A Professional Corporation
Attn: David B. Sholem
306 W. Church St.
Champaign, IL 61820

Should the address for Team change, or should the Team assign the contract to a new entity with a different address and contact person, then the Arena will be immediately notified of said changes.

XXIX. Force Majeure Event. The term "Force Majeure Event" shall mean and include any delay caused by any action, inaction, order, ruling, moratorium, regulation, statute, condition or other decision of any governmental agency having jurisdiction over any portion of the Team or Arena, or by fire, flood, inclement weather, strikes, lockouts or other labor or industrial disturbance (whether or not on the part of agents or employees of either party hereto engaged in the construction of the Premises), civil disturbance, order of any government, court or regulatory body claiming jurisdiction or otherwise, act of public enemy, war, riot, sabotage, blockade, failure or inability to secure materials, supplies or labor through ordinary sources by reason of shortages or priority, discovery of hazardous or toxic materials, epidemic, pandemic, earthquake, or other natural disaster, or any cause whatsoever beyond the reasonable control (excluding financial inability) of the party whose performance is required, or any of its contractors or other representatives, whether or not similar to any of the causes hereinabove stated. If a Force Majeure Event requires changes to any game, practice or Non-League Event or to attendance policies associated therewith, the parties shall agree that any requirements specified herein (i.e. minimum ice time purchase) shall be reduced proportionately in connection with such policy changes. If any games are cancelled due to a Force Majeure Event, Team shall be entitled to a refund of any deposit or advanced payment made in accordance with Section II.B.1 in connection with such cancelled game, less any direct expenses that are not avoidable.

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Agreed to by:

Ellen J. Tully

Vermilion County Hockey, LLC
An Illinois limited liability company

3/17/21

Date

Vermilion County Metropolitan Exposition
Auditorium and Office Building Authority

3/17/21

Date

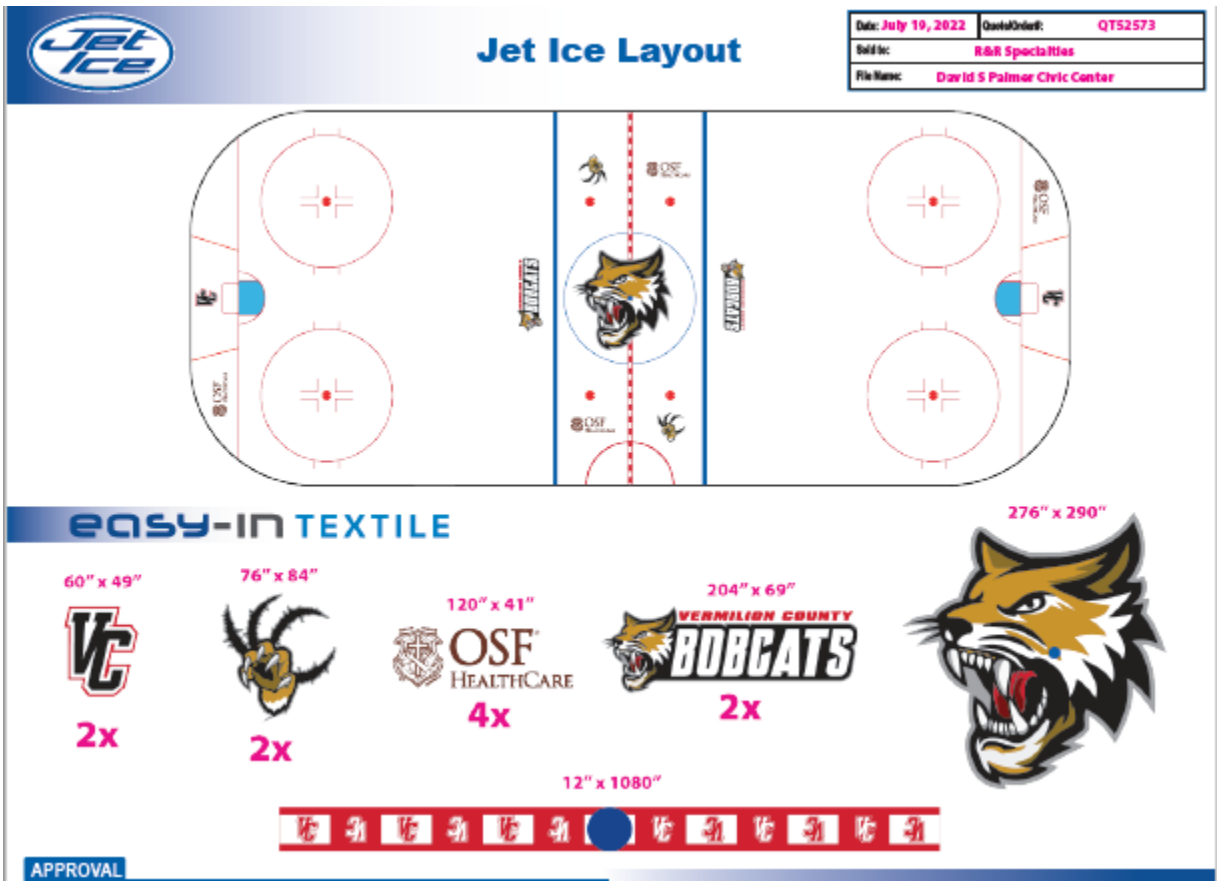
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Exhibit B





Exhibit C



[Mock Up of Logos]










Smith












Rust Stains
One of many holes found in the logos


Large Ripped Edge
Rust stains
More Rust Stains