

GLOBE LIFE FIELD LICENSE AND USE AGREEMENT

THIS LICENSE AND USE AGREEMENT (this "**Agreement**") is entered as of August 30, 2021 (the "**Effective Date**"), by and between REV Entertainment LLC ("**Licensor**" or "**REV**") and Desoto High School (the "**Licensee**").

In consideration of the payment to be paid to Licensor by Licensee, and subject to availability and the terms and conditions attached hereto, Licensor hereby grants to Licensee a license to use the Licensed Area (identified below in the Event Specifications) in or around the ballpark known as Globe Life Field, located in Arlington, Texas ("**Globe Life Field**") for the purpose of the Event (identified below in the Event Specifications). Each of Licensor and Licensee acknowledge and agree that the Event may consist of multiple smaller events, as mutually agreed, and all such smaller sub-events, even if held on different dates, shall collectively constitute the Event. The Event Specifications, Terms and Conditions, and the Event Cost Estimate attached as *Addendum A* are incorporated herein and collectively constitute the entire Agreement for the Event.

EVENT SPECIFICATIONS

Event Date:	May 23, 2022
Name of Event:	Desoto High School Graduation
Licensee Contact:	David C Scott
Phone:	(214) 207-4577
Email:	david.scott@desotoisd.org
Address:	600 Eagle Drive DeSoto, Texas 75115 United States

Event Timeline:	12:00PM to 2:00 PM
Licensed Area:	Field and Other: Main Concourse
Move-In Date/Time:	May 23, 2022 / 11:30 AM
Event Start Date/Time:	May 23, 2022 / 12:00 PM
Event Conclusion Date/Time:	May 23, 2022 / 1:30 PM
Move-Out Date/Time:	May 23, 2022 / 2:00 PM

Staffing:	Dictated by attendance and event needs.
Enhancements:	N/A

Food & Beverage Minimum:	\$0	Included in Estimated Event Balance and Event Cost Estimate
**Event Cost Estimate:	\$50,000	**This Event Cost Estimate is only an estimate and is subject to change. The Final Event Total may not be determined until the Event Date (See <u>Section 3</u> below).
Deposit:	\$15,000	Due on execution of this Agreement.
Estimated Event Balance:	\$35,000	Due no later than fourteen (14) days prior to the Event Date.

To confirm this reservation on a definite basis (subject to the terms and conditions attached hereto), please sign and return this Agreement along with the Deposit. This Agreement must be signed by Licensee within seven (7) days of the Effective Date. If this Agreement is not timely signed and returned, together with the Deposit, the proposed pricing and the terms and conditions contained herein shall be null and void and of no further force and effect.

Licensee:

Licensor:

DESOTO HIGH SCHOOL

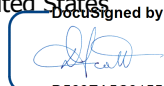
REV ENTERTAINMENT LLC

600 Eagle Drive
DeSoto, Texas 75115
United States

734 Stadium Drive
Arlington, Texas 76011

DocuSigned by:

DocuSigned by:

By: 
D568EA5C9155440...
Name: David C Scott

By: 
77BD98FDDE4A480...
Name: JARED SCHROM

Title: Purchasing Director

Title: VP - Events

**GLOBE LIFE FIELD LICENSE AND USE AGREEMENT
TERMS AND CONDITIONS**

1. Agreement and Services. In connection with Licensee's license to use the Licensed Area on the conditions set forth herein, Licenser agrees to provide to the Licensee the services described herein for the Event on the date, for the purpose, and in the Licensed Area set forth in the above Event Specifications on the terms and conditions contained herein. For the avoidance of doubt and notwithstanding anything in this Agreement to the contrary, this entire Agreement, including Licensee's right to use the Licensed Area, is subject in all respects to the provisions of Section 34 below.
2. Reservation and Deposit. Licensee must execute and return this Agreement within seven (7) of the Effective Date, together with the Deposit, to Licenser to confirm Licensee's reservation for the Event. **Except as otherwise provided in this Agreement, the Deposit is non-refundable but will be applied toward the Final Event Total (defined below).**
3. Event Cost Estimate and Final Event Total. The "**Event Cost Estimate**" is only an estimate of the Final Event Total (defined herein) which is subject to change upon final approval of all Event specifications. The "**Final Event Total**" is comprised of the sum of the Event Cost Estimate and all "**Additional Event Costs**" (defined herein). Additional Event Costs means any and all fees and expenses for services or items incurred in connection with or during the Event. Additional Event Costs will be reflected in the Event Cost Estimate attached hereto as **Addendum A**. The Event Cost Estimate may be revised from time to time to reflect Additional Event Costs as they are added to the Event. The Estimated Event Balance reflected in the Event Specifications and in the Event Cost Estimate shall be due no later than fourteen (14) days prior to the Event Date as reflected in the Event Specifications. The Final Event Total may not be determined until the Event Date whereupon the Event Cost Estimate will be finalized to reflect and include all Additional Event Costs. The Final Event Total less any previously paid sums (such as the Deposit) shall be due and payable on the Event Date.
4. Payment; Permit Fees. All payments due hereunder must be made on the dates noted herein. Licenser reserves the right to require additional payments for any additional mutually agreed upon fees and charges prior to the Event Date. Forms of payment accepted are corporate check, credit card, cashier's check and wire transfer. Licensee shall also be responsible for all permitting and licensing fees for the permits and licenses required to be obtained for the Event. Licensee shall be responsible for obtaining all such permits and licenses unless Licenser informs Licensee that Licenser will obtain such permits and/or licenses or unless the approved concessionaire, as set forth herein, obtains such permits.
5. Cancellation.
 - (A) By Licensee. Except as expressly set forth herein, Licensee shall have no right to cancel the Event.
 - (B) By Licenser. Licenser reserves the right to delay, postpone or cancel the Event due to Licensee's failure to pay all sums when due or to obtain any necessary license or permit at least two (2) weeks prior to the Event. Licenser may cancel the Event in the case of (a) breach or anticipatory breach of this Agreement by Licensee, or (b) a reasonable belief by Licenser that the Event will have a negative reputational effect on REV, the Texas Rangers Baseball Club, Globe Life Field, Globe Life Park, and/or the City of Arlington. Further, Licenser may cancel the Event pursuant to Section 33 or Section 34 below.
 - (C) Force Majeure. The cancellation policy set forth in this Article 5 shall apply in all events except in the case of a Force Majeure Event (as defined below).
6. Guaranteed Attendance and Catering Orders. The Event Cost Estimate, containing among other things the guaranteed guest counts and the guaranteed catering orders for the Event, must be finalized, executed by the Licensee and returned to Licenser no later than thirty (30) days prior to the Event Date. Licensee may adjust the guaranteed guest counts and guaranteed catering orders until fourteen (14) days prior to the Event Date. Any additions or modifications made thereto after fourteen (14) days prior to the Event Date may only be made through submission of a mutually agreed upon amended Event Cost Estimate to be executed and delivered to Licenser no less than seven (7) days prior to the Event Date. Additions or modifications made to the Event Cost Estimate later than fourteen (14) days

prior to the Event Date may require additional service charges. Final charges for the Event will be based on the guaranteed number of attendees or the total number of persons attending, whichever is greater. Notwithstanding anything to the contrary contained herein, Licensee acknowledges and agrees that Licensor has made no representation, warranty, or guarantee in any respect as to the number of attendees and/or guests that will be permitted to attend the Event. For the avoidance of doubt, attendance at the Event and the ability of Licensor to fulfil any catering orders shall be subject, in all respects, to the provisions of Section 34.

7. Duration of Event; Additional Fees. Subject to Section 34, the Licensed Area is reserved for the time indicated in the Event Specifications. If Licensee moves into the Licensed Area prior to the Move-In Time as specified in the Event Specifications or remains in the Licensed Area for a period of time beyond the Move-Out Time as specified in the Event Specifications, Licensee shall be required to pay an additional hourly fee that is equal to twenty-five percent (25%) of the rental fee for the Licensed Area set forth in the Event Cost Estimate and all Additional Event Costs for staffing, food, beverage, service and tax. Unless otherwise agreed by the parties in writing, such hourly fee shall be required per hour or any fraction thereof. Licensee acknowledges and agrees that Licensor has made no representation, warranty, or guarantee in any respect as to the duration of time for the Event. For the avoidance of doubt, the duration of the Event shall be subject, in all respects, to the provisions of Section 34.

8. Use of Licensed Area/Change in Licensed Area. Licensee's use of the Licensed Area is limited to those activities expressly set forth in this Agreement, as the same may be limited or restricted by any law, ordinance, rule, regulation or order issued in connection with the COVID-19 Outbreak (as defined below). Any activity, use or set-up of the Licensed Area undertaken by Licensee which is inconsistent with or not specifically listed in this Agreement must be approved in writing by Licensor. Licensor reserves the right to reject, modify or approve any activity, use or set-up of the Licensed Area in its sole and absolute discretion. Licensor reserves the right to increase the Final Event Total in connection with the approval of any new or changed activity, use or set-up of the Licensed Area or any other modification to this Agreement. Licensor reserves the right to change the Licensed Area of the Event to another comparable location in Globe Life Field if the Licensed Area within Globe Life Field needs to be closed or is non-operational for any reason. In addition to the foregoing, Licensor shall determine whether Globe Life Field's retractable roof shall be open or closed during the Event, consulting with Licensee when appropriate to do so.

9. Price Changes. Food and service prices (including those used to calculate the Event Cost Estimate) are subject to change to meet revised costs of supplies or operation at the time of the Event, due to changes in costs of commodities, labor, taxes or other items that occur subsequent to the signing of this Agreement, and Licensee shall pay such revised prices.

10. Parking. No parking privileges are included for the Event unless otherwise provided in the Event Specifications.

11. Security. Licensor shall provide security personnel and utilize reasonable security measures for purposes of admitting Licensee and the Licensee Parties (as hereinafter defined) to Globe Life Field and the Licensed Area. Licensor reserves the right to determine, in its sole discretion, whether additional security beyond that normally provided is necessary, or if Licensee requires any additional security personnel or requires that additional security measures be imposed beyond what Licensor would normally provide. Licensee shall be responsible for all costs and expenses associated with security personnel and/or security measures. Licensee shall cause all vendors, contractors, employees, and other individuals hired or engaged either directly or indirectly by Licensee in connection with the Event to satisfactorily complete background checks prior to the commencement of the Event. Such background checks shall include, but not necessarily be limited to, the following: criminal check and Social Security verification, drug screen, credit check, and, where required by the position, motor vehicle record check, education check, and employment verification. Licensee further agrees, on behalf of itself and its vendors, contractors, and subcontractors, that (i) it will perform, or cause its vendors, contractors, and subcontractors to be perform, such background checks, and (ii) represents and warrants that no individual hired or otherwise engaged for the Event is unfit or improper for the performance of his or her duties based on the nature of the information disclosed in the background check to Licensee.

12. Interest. Any and all sums due hereunder from Licensee, if not paid when due, shall bear interest at the rate of twelve percent (12%) per annum, or the maximum rate then permitted by applicable law if such rate is less than twelve percent (12%), from the date due until paid. Licensee agrees that such interest charge is reasonable and represents a fair estimate of the additional expense that may be incurred by Licensor in handling, collecting and

accounting for delinquent payments. Such interest charge shall be in addition to, and not in lieu of, all other rights and remedies of Licensor under this Agreement.

13. **Assumption of Risk and Indemnity.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE, FOR LICENSEE AND LICENSEE'S GUESTS, INVITEES, PARTICIPANTS, SPECTATORS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, PERFORMERS, CONTRACTORS, AND VENDORS (COLLECTIVELY, THE "LICENSEE PARTIES"), ASSUMES ALL RISK OF PERSONAL INJURY AND ILLNESS TO, OR FOR ANY DAMAGE TO OR ANY LOSS OF PROPERTY OF, LICENSEE OR THE LICENSEE PARTIES, ARISING OUT OF, DURING OR RELATED TO THEIR USE OF THE SERVICES, THE LICENSED AREA OR FACILITIES OF GLOBE LIFE FIELD (INCLUDING, BUT NOT LIMITED TO, ITS PARKING AREAS). NEITHER LICENSOR NOR ANY OF ITS AFFILIATES, INCLUDING, WITHOUT LIMITATION, RANGERS BASEBALL LLC, RANGERS BASEBALL EXPRESS LLC, BALLPARK PARKING PARTNERS LLC, RANGERS BASEBALL HOLDCO LLC, RANGERS BASEBALL DEVELOPMENT LLC, RANGERS BASEBALL REAL ESTATE LLC, ARLINGTON BALLPARK ENTERTAINMENT DISTRICT BLOCK LLC, ARLINGTON LIVE, LLC, REV ENTERTAINMENT LLC, CITY OF ARLINGTON, METROPLEX SPORTSERVICE, INC., ARLINGTON SPORTSERVICE, INC., AND EACH OF THEIR RESPECTIVE MEMBERS, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, AND VENDORS (COLLECTIVELY, THE "LICENSOR PARTIES"), SHALL BE LIABLE OR RESPONSIBLE FOR ANY LOSS, DAMAGE, ILLNESS, OR INJURY TO ANY PERSON OR TO ANY PROPERTY OF LICENSEE OR THE LICENSEE PARTIES IN, ABOUT OR AROUND THE LICENSED AREA OR GLOBE LIFE FIELD (INCLUDING, BUT NOT LIMITED TO, ITS PARKING AREAS), RESULTING FROM ANY CAUSE WHATSOEVER, EXPRESSLY INCLUDING, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY SUCH LOSS, DAMAGE OR INJURY ARISING FROM THE NEGLIGENCE OF THE LICENSOR PARTIES, BUT EXCLUDING ANY LOSS, DAMAGE OR INJURY ARISING FROM THE LICENSOR PARTIES' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. To the fullest extent permitted by applicable law, Licensee shall indemnify, defend and hold harmless the Licensor Parties from and against all claims, demands, liabilities, losses, damages, costs and expenses arising out of or incident to or in connection with: (a) Licensee's or the Licensee Parties' actions, omissions, negligence, breach of any covenant contained in this Agreement, or use or occupancy of the Licensed Area or Globe Life Field or any part thereof (including its parking areas); and/or (b) Licensee's or the Licensee Parties' failure to comply with any applicable law, rule, regulation, directive or order in respect of: (i) the activities to be conducted by Licensee or the Licensee Parties in connection with the Event, or (ii) the general use of the Licensed Area, Globe Life Field, and its parking areas. All of the foregoing shall apply regardless of the fact that Licensor may have provided the security personnel during the Event. To the fullest extent permitted by applicable law, the foregoing indemnity shall EXPRESSLY INCLUDE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY LIABILITY ARISING FROM THE NEGLIGENCE OF THE LICENSOR PARTIES, but shall exclude any liability arising from the Licensor Parties' gross negligence or willful misconduct. The attorneys selected to defend Licensor and such other Licensor Parties shall be subject to the Licensor's prior approval.

14. **Insurance.** Licensee agrees to purchase and maintain, at least fourteen (14) days prior to the Event Date, the following minimum insurance coverage or, if the parties agree, an MLB TULIP as reflected in the Event Cost Estimate (*Addendum A*):

Licensee must obtain, and continuously maintain, at its own expense, and require each of its own contractors to obtain and maintain, the following insurance policies: (i) if Licensee's and/or Licensee's vendors' employees will be in the Licensed Area, workers' compensation insurance (or its equivalent in the country in which it operates) in compliance with state statutory laws, covering employees, volunteers, temporary workers and leased workers, including employers' liability with minimum limits of \$1,000,000 each accident, \$1,000,000 disease (each employee), and \$1,000,000 disease (policy limit); (ii) an Insurance Services Office (or its equivalent) occurrence-based commercial general liability insurance policy, providing coverage for bodily injury and property damage, personal and advertising injury including damage to premises licensed to Licensee, and contractual liability with minimum limits of \$1,000,000 each occurrence and \$5,000,000 general aggregate (or umbrella liability insurance applying in excess of the foregoing with a minimum limit of \$4,000,000); and (iii) if Licensee and/or Licensee's vendors will have at least one (1) automobile in the Licensed Area, automobile liability insurance, covering owned, leased or hired automobiles, with a minimum combined single limit of \$1,000,000 each accident.

All insurance policies must be issued by an admitted insurance carrier with an A.M. Best rating of A-8 or better. Rangers Stadium Company LLC, Rangers Baseball LLC, Rangers Baseball Express LLC, Rangers Baseball Real Estate LLC, City of

Arlington, Ballpark Parking Partners LLC, Metroplex Sportservice, Inc., Arlington Sportservice, Inc., REV Entertainment LLC, and each of their subsidiaries or affiliated entities, any entity which, now or in the future, controls, is controlled by, or is under common control with Licensor, and its and their directors, officers and employees ("**Additional Insureds**") must be named as additional insureds on the Commercial General Liability Policy, and, if applicable, the Commercial Automobile and Umbrella Liability Policies. Additional insured coverage shall be extended to include products-completed operations coverage. All liability insurance policies must provide Cross Liability coverage (separation of insureds or severability of interest provisions). The Commercial General Liability policy shall include no third-party-over action exclusions or similar endorsements or limitations. Additionally, the Commercial General Liability policy shall include no exclusion for communicable disease, including but not limited to COVID-19, coronavirus or other related or similar illnesses or conditions. Licensee's liability policies shall include no exclusion for claims by employees of any of Licensee's contractors. Further, coverage for the Additional Insureds shall apply on a primary and non-contributory basis irrespective of any other insurance, whether collectible or not. No policy shall contain a self-insured retention. No policy shall contain a deductible in excess of \$25,000 and any/all deductibles shall be the sole responsibility of the Licensee and shall not apply to Licensor. All policies shall be endorsed to provide a waiver of subrogation in favor of the Additional Insureds. Licensee shall provide Licensor with at least thirty (30) days' written notice if any of the required policies are cancelled or not renewed. Licensee shall furnish Licensor with certificates of insurance evidencing compliance with all insurance provisions noted above prior to the commencement of the use of the premises. Licensee shall provide Licensor with copies of its insurance policies and/or endorsements upon request. If any of the required policies are written on a claims made basis, Licensee shall maintain such coverage for a period of three (3) years after termination of the Agreement and provide evidence of such coverage on an annual basis during the three (3) year period. The insurance requirements set forth will in no way modify, reduce, or limit the indemnification herein made by Licensee. Any actions, errors or omissions that may invalidate coverage for Licensee shall not invalidate or prohibit coverage available to the Additional Insureds. Receipt by Licensor of a certificate of insurance, endorsement or policy of insurance which is more restrictive than the contracted for insurance shall not be construed as a waiver or modification of the insurance requirements above or an implied agreement to modify same, nor is any verbal agreement to modify same permissible or binding.

If applicable, Licensee shall require all of its vendors or contractors to provide foregoing coverages, as well as any other coverages the Licensor or Licensee deems necessary. Such policies shall include the Additional Insureds and waiver of subrogation as set forth above. However, the fact that any vendor or contractor provides or does not provide any of the foregoing coverages or any other coverages the Licensor or Licensee deems necessary, such coverage shall not itself relieve Licensee of its obligations to provide said coverages. To the extent Licensee does not require, or the vendor/contractor does not obtain such coverage, Licensee agrees to indemnify and hold the Additional Insureds harmless from all claims, demands, losses, expenses and judgments to which said coverages would have applied. The foregoing shall in no way limit the entire indemnity obligations of the Licensee.

15. Default. Licensee shall be in default hereunder if Licensee (a) fails to make any payment when due under this Agreement, or (b) fails to comply with any or all of the other terms and conditions of this Agreement. In the event of any default by Licensee hereunder, Licensor may, at its option, terminate this Agreement and cancel the Event without payment or reimbursement to Licensee. In addition, if Licensee fails to make any payment when due, then Licensor shall have the right to apply the amount of the Deposit to such outstanding amount. Nothing herein shall be construed as an election of remedies and Licensor shall be entitled to exercise any and all other rights and remedies available to it at law or in equity on account of such default. Upon default by Licensee, Licensor shall be entitled to recover all reasonable attorneys' fees and expenses and litigation costs incurred in connection with Licensee's default.

16. Disclaimer of Warranty. Licensee acknowledges that neither Licensor nor any of its affiliates or any person or persons on behalf of Licensor or any other person or persons affiliated with the Licensed Area or Globe Life Field has made any representations or warranties whatsoever regarding the Event, the Licensed Area or Globe Life Field other than what is set forth in this Agreement, including, without limitation, any representation or warranty of condition, value, merchantability, compliance with applicable laws or fitness for a particular purpose. Licensor makes no representation or warranty with regard to the configuration of the playing field at the time of the Event. Licensee further understands that the playing field at Globe Life Field may not resemble that of a baseball field at the time of the Event.

17. Use of Name. Licensee shall be permitted to use the names "Texas Rangers" and "Globe Life Field" in advertising or promotional materials, press releases or other marketing or publicity materials for the sole purpose of publicizing the Event or providing information to attendees of the Event, subject to the prior written approval of Licensor, which may be withheld in its sole discretion. Notwithstanding the foregoing, Licensee shall not be permitted to use the

Globe Life Field name or logo and/or the Texas Rangers Baseball Club name or logo without the prior written approval of Licensor, which may be withheld in its sole discretion.

18. Force Majeure.

(A) Force Majeure Defined. The term "**Force Majeure Event**" shall mean any one of the following: fire, earthquake, flood, act of God, pandemic, contagion, riot, hostilities, civil disorder, direct act of terrorism or a credible threat thereof, declaration of war, strike, lockout or other labor dispute, change in law, ordinance, rule or regulation, or other occurrence or condition of a like nature beyond the reasonable control of the party whose performance is affected, or any law, ordinance, rule, regulation or order of any public or military authority stemming from the existence of any of the foregoing or stemming from economic controls. Inclement weather shall not constitute a Force Majeure Event unless such inclement weather prevents any significant activities in the Licensed Area planned in connection with the Event and such activities cannot be held in another location within Globe Life Field as determined by Licensor in its sole discretion. It is acknowledged that this Agreement has been entered into during an outbreak of the disease designated as COVID-19 or the related virus designated SARS-CoV-2 (also known as the "coronavirus") (the "**COVID-19 Outbreak**"). The parties acknowledge and agree that the term Force Majeure Event shall include any subsequent law, ordinance, rule, regulation or order issued after the Effective Date hereof by the United States of America, the State of Texas, the County of Tarrant, the City of Arlington, or any other public or military authority with respect to the COVID-19 Outbreak.

(B) Licensor. Licensor shall be excused from performance of its obligations hereunder if its performance is prevented or hindered by a Force Majeure Event, and in such event, Licensor shall have the right to either cancel and reschedule the Event for a date that is mutually acceptable to both parties or terminate this Agreement as of the date of such Force Majeure Event upon written notice. The remedies for the foregoing events shall be as follows:

1. If the Event is rescheduled, then Licensor shall retain all monies paid to it by Licensee and Licensor shall then retain for its own account an amount equal to the expenses incurred by Licensor in connection with its obligations hereunder and the Event, including, without limitation, all expenses incurred by Licensor in connection with its obligations hereunder and the Event, including, without limitation, expenses, fees and charges for third party vendors, pre-order and non-reusable food and beverages, pre-Event cleaning and preparation labor and event coordination (collectively, the "**Event Expenses**"), and shall apply the remaining balance toward the fees and expenses for the rescheduled Event; provided, however, Licensee shall be responsible for any additional Event Expenses incurred by Licensor in connection with such rescheduled event.

2. If Licensor elects to reschedule the Event but the parties cannot, in good faith, agree on a new date, then Licensor shall terminate this Agreement and, upon such termination, all monies paid to Licensor by Licensee hereunder, less all Event Expenses, shall be returned to Licensee. Licensor shall provide Licensee with an itemized statement of the Event Expenses as soon as reasonably practicable under the circumstances.

3. If Licensor elects to terminate this Agreement and not reschedule the Event as provided in the first sentence of this Section 18(B), all monies paid to Licensor by Licensee hereunder, less all Event Expenses, shall be returned to Licensee. Licensor shall provide Licensee with an itemized statement of the Event Expenses as soon as reasonably practicable under the circumstances.

(C) Licensee. Notwithstanding any other terms of this Agreement, Licensee shall be permitted to either reschedule the Event for a date that is mutually acceptable to the parties or cancel the Event by providing Licensor with written notice thereof no later than fifteen (15) days after the occurrence of a Force Majeure Event, if such Force Majeure Event renders it impossible or infeasible to hold the Event; provided, however, that under no circumstances shall Licensee's inability to pay money, whether or not due to a Force Majeure Event, excuse Licensee's performance or otherwise entitle Licensee to cancel the Event pursuant to this Section 18(C). If the Event is rescheduled, Licensor shall retain all monies paid to it by Licensee and Licensor shall then retain for its own account an amount equal to the Event Expenses and shall apply the remaining balance of the Deposit and any other amounts paid to it by Licensee toward the fees and expenses

for the rescheduled event; provided, however, Licensee shall be responsible for any additional Event Expenses incurred by Licensor in connection with such rescheduled event. If Licensee elects to cancel the Event altogether, then this Agreement shall terminate as of the date that Licensor receives Licensee's notice and, upon such termination, all monies paid to Licensor by Licensee hereunder, less the Deposit and all Event Expenses, shall be returned to Licensee. Licensor shall provide Licensee with an itemized statement of the Event Expenses as soon as reasonably practicable under the circumstances.

(D) Change in Baseball Schedule. For purposes of this Article 18, a change in the Major League Baseball schedule required by the Office of the Commissioner of Baseball shall not constitute a Force Majeure Event. However, if a Major League Baseball game is scheduled for the same date as the Event, Licensor shall reschedule the Event for a date that is mutually acceptable to both parties and the remedy set forth in Section 18(B)(1) above shall apply. If the parties cannot, in good faith, agree on a new date, all monies paid to Licensor by Licensee hereunder shall be returned to Licensee, less all Event Expenses.

(E) Damages. In no event shall Licensee be entitled to receive any compensation or damages of any nature whatsoever (including, without limitation, consequential, direct or indirect damages) if this Agreement is terminated or the Event is cancelled due to a Force Majeure Event or due to the Major League Baseball Schedule.

19. Food & Beverage; Food & Beverage Minimum. Except as otherwise provided in the Event Specifications, neither Licensee nor the Licensee Parties shall bring any food or beverages of any kind, including alcoholic beverages, to the Event or to Globe Life Field. Licensee acknowledges and agrees that Licensor has made no representation, warranty, or guarantee in any respect as to the availability of, or ability of Licensor or its concessionaire to provide, food and beverage services at Globe Life Field during the Event. The provision of any food and beverage at the Event shall be subject, in all respects, to the provisions of Section 34. If food and beverage is to be served or consumed at Globe Life Field for the Event, all food and beverage, if any, must be purchased through Licensor's approved concessionaire. Licensee acknowledges that if there is a Food & Beverage Minimum for the Licensed Area as provided in the Event Specifications, and if Licensee is unable to meet such Food & Beverage Minimum, Licensor reserves the right to relocate the Event to another licensed area of a comparable size and location within Globe Life Field. In such instance, Licensor will provide written notice to Licensee and grant Licensee a right of first refusal to meet the Food & Beverage Minimum prior to being relocated in accordance with this Section 19.

20. Use of Facility and Licensed Area. Licensee and the Licensee Parties shall at all times maintain proper decorum while using the Licensed Area and Globe Life Field and while at the Event, and will abide by all applicable governmental laws, ordinances, orders, directions, rules and regulations and abide by all rules and regulations as are adopted and revised from time to time by Licensor or any of its affiliates. Neither Licensee nor the Licensee Parties shall take any action that would cause an increase in premiums of any of Licensor's insurance policies. Licensor reserves the right to exclude or eject any and all unruly, rowdy or disruptive persons, or persons failing to comply with Section 34 below, from the Event without liability and Licensee shall be fully responsible for any damages, costs or expenses, direct or indirect, incurred by Licensor in connection with such disruptive or inappropriate behavior and/or ejection. Licensee and the Licensee Parties shall only be allowed in those areas of the Licensed Area or Globe Life Field designated for use by Licensee and the Licensee Parties. Licensee acknowledges that other facilities and areas of Globe Life Field may be used by other persons while the Event is in progress. Further, Licensor's in-house photographer and video operator may take photographs and video during the Event for Licensor's promotional purposes.

Globe Life Field is a smoke-free facility. Smoking of any kind is strictly prohibited in any portion of Globe Life Field. Violation of this non-smoking policy will result in expulsion from Globe Life Field.

21. Damage Liability. Licensee agrees not to damage, mar, nor in any manner deface the Licensed Area, any other part of Globe Life Field or any of Licensor's property located in the Licensed Area or other parts of Globe Life Field, nor shall Licensee make or allow to be made any alteration or improvement to the Licensed Area without the prior, express written permission of Licensor, which may be withheld in Licensor's sole discretion. Reasonable wear and tear as defined by Licensor in its sole and absolute discretion excepted, Licensee shall be liable to Licensor for the cost of repairing any damage to any portion of the Licensed Area, any other part of Globe Life Field, or any of Licensor's property located in the Licensed Area or other parts of Globe Life Field caused by Licensee or the Licensee Parties in connection with the Event.

22. **Limitation of Liability.** In no event shall Licensor or any of its affiliates be liable to Licensee or any other Licensee Parties for special or consequential damages, including without limitation, extra expenses or loss of profits or damages due to loss of use, regardless of whether any such loss results from negligence, breach of this Agreement or otherwise, and regardless of whether such loss was foreseeable.

23. **Governing Law.** This Agreement shall be governed by the laws of the State of Texas without regard to principles of conflicts of laws. Any dispute arising under this Agreement shall be heard exclusively in court of competent jurisdiction in Tarrant County, Texas.

24. **Notices.** All notices required to be given pursuant to this Agreement shall be in writing and sent to the addresses as set forth herein. If such notice is sent to Licensee, it shall be sent to the address set forth in the Event Specifications and if sent to Licensor, it shall be sent to the address given below. Any notice given herein will be deemed delivered when addressed as provided in the preceding sentence, postage prepaid, and sent by first class mail or by a nationally recognized overnight courier.

Notice to Licensor:

Sean Decker
EVP, Sports & Entertainment
REV Entertainment LLC
734 Stadium Drive
Arlington, Texas 76011

With a Copy to:

General Counsel
Rangers Baseball LLC
734 Stadium Drive
Arlington, Texas 76011

25. **Entire Agreement; Modification.** This Agreement constitutes the entire agreement of the parties with respect to the matters herein and supersedes all other agreements whether written or oral, electronic or otherwise, relating hereto. Except as set forth in this Section 25, no amendment to or modification of this Agreement shall be effective unless the same is in writing and signed by Licensor and Licensee. Specifically, although this Agreement may be executed by electronic means and fully-executed amendments or agreements may be transmitted by electronic communication, no amendment or agreement can be made by any email or other form of electronic communication itself. Nothing contained in an email or other form of electronic communication can be deemed to satisfy the requirements for a writing. Notwithstanding the foregoing, the parties acknowledge and agree that the Event Cost Estimate may be updated via email correspondence to reflect any additional services requested and any additional fees and expenses incurred in connection with or during the Event as more particularly set forth herein. Neither party is relying on any statement or representation not contained herein.

26. **MLB Subsistence.** Notwithstanding any other provision of this Agreement, this Agreement and any rights or exclusivities granted by Licensor hereunder shall in all respects be subordinate to each of the following, as may be amended from time to time (collectively, "**MLB Documents**"): (i) any present or future agreements or arrangements entered into by, or on behalf of, any of the Major League Baseball ("**MLB**") entities, affiliates successors, or assigns, or the member Clubs acting collectively, including, without limitation, agreements entered into pursuant to the Major League Constitution, the Professional Baseball Agreement, the Basic Agreement, the Major League Rules, the Interactive Media Rights Agreement, and each agency agreement and operating guidelines among the MLB Clubs and an MLB entity, or (ii) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives, or guidelines issued or adopted by the Commissioner or the MLB entities. The issuance, entering into, amendment, or implementation of any of the MLB Documents shall be at no cost or liability to any MLB entity or affiliate or to any individual or entity related thereto. Additionally, Licensee acknowledges and agrees that the right of Licensee to host the Event at the Globe Life Field is subject, in all respects, to the scheduling of each Major League Baseball season, which is subject to change. In the event of a conflict between the schedule for the applicable Major League Baseball season and the Event, the provisions of Section 18(D) shall apply.

27. Stadium Lease. This Agreement is expressly subject and subordinate to the terms and conditions of the Rangers Ballpark Lease Agreement, dated as of July 3, 2017, by and between Rangers Stadium Company LLC and the City of Arlington, Texas (as amended from time to time, the "**Stadium Lease**"). Licensors (or the applicable Licensors affiliate) shall have the absolute right to amend, modify, alter, cancel and terminate the Stadium Lease in its sole discretion, without the consent of Licensee. It is understood that in the event the Stadium Lease shall terminate, be cancelled or expire for any reason (including, without limitation, default by Licensors (or the applicable Licensors affiliate) thereunder), Licensors may immediately terminate this Agreement, and if this Agreement is so terminated Licensors shall not be in breach of this Agreement for non-performance hereunder.

28. Assignment.

(A) Licensee may not assign its rights or delegate its duties hereunder or otherwise assign this Agreement without the prior written consent of Licensors, which consent may be withheld in the sole discretion of Licensors.

(B) Licensors may freely assign this Agreement and/or any of its obligations hereunder without notice to, or consent of, Licensee.

(C) It is understood that Licensors or its affiliates may, without the consent of Licensee, transfer, assign, grant a security interest in or otherwise encumber, directly or indirectly, its interest in this Agreement, and any or all of its rights under this Agreement, including its right to receive payments from Licensee hereunder (each, an "**Assignment**"), to any bank, lending or financing institution or any source of or guarantor of any financing, including any agent thereof (collectively, a "**Finance Counterparty**"), to secure any indebtedness of Licensors and/or any of its affiliates (in each case, a "**Financing**"). If Licensors or one of its affiliates notifies Licensee in writing of any such Assignment to a Finance Counterparty, then Licensee shall, prior to notice of a revocation of the same, if and when requested by any such Finance Counterparty in writing, pay all amounts payable by Licensee to Licensors or the applicable affiliate hereunder directly to such Finance Counterparty or designated servicer of any of the foregoing in accordance with written instructions provided by Licensors, such affiliate or such Finance Counterparty. Licensors's grant of a security interest in, collateral assignment of, pledge, or other encumbrance of this Agreement or any interest in this Agreement to any Finance Counterparty shall not constitute an assignment or transfer of Licensors's rights under this Agreement, nor shall any such Finance Counterparty be deemed to be an assignee or transferee in possession so as to require such Finance Counterparty to assume or otherwise be obligated to perform any of Licensors's obligations under this Agreement except during any period which such Finance Counterparty is in control of Globe Life Field and has assumed Licensors's obligations under the Stadium Lease.

29. Authority. Licensee represents, warrants and covenants to Licensors that it has the requisite power and authority to enter into and perform this Agreement. If this Agreement is signed in the name of a corporation, partnership, limited liability company, association, club or society, the person(s) signing this Agreement represents and warrants to Licensors that such person(s) has full authority to sign this Agreement.

30. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected, but shall continue to be valid and enforceable to the fullest extent permitted by law.

31. Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, all of which together shall constitute one and the same document. Counterparts may be delivered via U.S. Mail, facsimile, electronic mail (including .pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g. www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. This Agreement shall become effective when Licensors transmits a fully executed counterpart hereof to Licensee.

32. Attorneys' Fees. In the event of any litigation between the parties hereto arising out of or relating to this Agreement, or the breach thereof, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorneys' fees in such litigation or arbitration which shall be determined by the court in such litigation or arbitrator or in a separate action brought for that purpose.

33. Licensor's Right to Cancel or Reschedule. Licensor shall have the right, in its sole discretion, to reschedule the Event to a date that is mutually acceptable to both parties or to cancel the Event in its entirety, in each case upon ninety (90) days written notice from Licensor to Licensee, in the event a third party enters into an agreement with Licensor for the use of the entirety of Globe Life Field for an event on the scheduled Event Date pursuant to this Agreement. In the event of the foregoing, if the Event is rescheduled, then Licensor shall retain all monies paid to it by Licensee and Licensor shall then retain for its own account an amount equal to the Event Expenses and shall apply the remaining balance toward the fees and expenses for the rescheduled Event; provided, however, Licensee shall be responsible for any additional Event Expenses incurred by Licensor in connection with such rescheduled Event. If Licensor elects to reschedule the Event but the parties cannot, in good faith, agree on a new date, then Licensor shall terminate this Agreement and, upon such termination, all monies paid to Licensor by Licensee hereunder, less all Event Expenses, shall be returned to Licensee. If Licensor elects to terminate this Agreement and not reschedule the Event as provided in the first sentence of this Section 33, all monies paid to Licensor by Licensee hereunder, less all Event Expenses, shall be returned to Licensee. Licensor shall provide Licensee with an itemized statement of the Event Expenses as soon as reasonably practicable under the circumstances.

34. Conditions Precedent. The obligations of the parties to this Agreement are conditioned in all respects on, and the terms and conditions of this Agreement are subject in all respects to, the issuance by the proper authorities (including, without limitation, the Governor of the State of Texas) of any and all executive orders, authorizations, laws, ordinances, rules or regulations governing, and the acquisition by Licensee of any permits, licenses, or authorizations required by any governmental authority in connection with, social gatherings as a result of the COVID-19 Outbreak. As such, Licensor and Licensee hereby acknowledge and agree that any order, regulation, recommendation, or similar proclamation (each, an "**Order**") by the Governor of the State of Texas, or other applicable authority having jurisdiction over Globe Life Field or the Licensee in effect as of the Event Date which restricts, limits or affects any aspects of the Event (by way of example only and not in limitation, the number of attendees, the time duration of a social gathering, the ability to sell or serve food and beverages, etc.), the obligations of the Licensor under this Agreement with respect to such restricted aspects shall be modified in accordance therewith. Further, the inability of a party to perform, in whole or in part, its obligations hereunder as a result of such Order shall not give rise to the right of either party to terminate this Agreement, except as expressly set forth herein, and shall not constitute a default hereunder and the non-performing party shall not be in breach of this Agreement for non-performance. Licensee acknowledges that Licensor shall have no obligation under this Section 34 or any other provision of this Agreement to pursue, and no liability to Licensee for the lack of, any permits, licenses, authorizations, orders, proclamations, or any other consents of any kind with respect to the Event and that Licensee alone shall be responsible for pursuing and obtaining, if necessary, any such permits, licenses, authorizations, orders, proclamations or other consents with respect to the Event. Notwithstanding the foregoing, in the event of an Order in effect as of the Event Date that prohibits Globe Life Field from opening or being used for the Event, this Agreement shall terminate and upon such termination all monies paid to Licensor by Licensee hereunder, less all Event Expenses (which shall be retained by Licensor for its own account), shall be returned to Licensee.

Addendum A

Event Cost Estimate [to be attached by Licensor]



REV Entertainment
734 Stadium Drive
Arlington, TX 76011

INVOICE # 737-65-9245

Bill To:	Desoto High School	Invoice Date:	8/27/2021
Attn:	Catherine Spivey	Due Date:	9/24/2021

Desoto ISD Graduation - 5/23/2022

Charge / Description	Price	Tax	Total
Payment(s)			
(1) Event Deposit - 5/23/2022	\$50,000.00 / event	\$0.00	\$50,000.00

Payment(s) Total \$50,000.00

TOTALS

Subtotal	\$50,000.00
Total	<u>\$50,000.00</u>

Remit to:

REV Entertainment LLC
PO BOX 670772
DALLAS TX 75267-0772

Wiring:

Comerica Bank
Account Number: 1853726261
Routing Number: 072000096

Signature _____

Date _____