

SUBLEASE AGREEMENT

This Ice Arena License Agreement ("Agreement") is entered into on **September 1st, 2022** between **DSE Hockey Centers, L.P.** ("Landlord") and **Bar Down Cafe, LLC, a Texas limited liability company ("Tenant")**.

("Landlord"), collectively referred to as the "Parties". The Tenant has agreed to use a portion of the Children's Health Star Center Mansfield (the "Facilities" or "Facility") of **1715 E. Broad Street, Mansfield, Texas 76063**, in consideration of the Tenant executing this Agreement, meeting the covenants set forth below and paying the consideration described below.

For the consideration set forth herein, the Parties agree as follows:

1. LEASING CLAUSE. This Agreement authorizes Tenant to have the exclusive use of the concessions area, a total of approximately 300 square feet, located in the lobby on the south side of the facility, shown as Concessions Area in the drawing and picture attached hereto as **Exhibit A ("Leased Area")** for the purpose of providing food and beverage and other concession services (the "Services", as described in paragraph 8) Tenant shall have use of certain food service equipment present in the Leased Area as of the Commencement Date, as set forth in **Exhibit B**, or as purchased by Landlord during the Term (the "Equipment"). Tenant shall also have non-exclusive use of all public areas in the Facility, including but not limited to the rest rooms, the parking lots, walkways and other public areas of the Facilities, and areas of ingress and egress to such areas.

2. TERM. The term of this Agreement shall commence on 9/1/2022 (the "Commencement Date") and shall be for one (1) Contract Year (the "Term") and shall terminate on August 31, 2023, unless terminated earlier pursuant to the terms of this Agreement. A "Contract Year" shall be each period from September 1st through the following August 31st. Tenant shall have the option at any time after the Effective Date of this Agreement, with prior notice delivered to Landlord, to enter the Leased Area.

3. RENT. Tenant shall pay all rent to Landlord for the use of its Facility pursuant to this Agreement in the following amount per month for the Term (the "Rent"): Five Hundred Dollars (\$500.00). Tenant is not relieved from this obligation to pay Landlord the agreed upon Rent due to its own failure to use Facility pursuant to this Agreement. Tenant shall pay Rent monthly, in advance, on the first day of each month during the Term in accordance with the following schedule.

4. LATE PAYMENTS. Any payment of Rent which is more than five (5) days late shall be subject to a Late Fee of \$50. Should any payment of Rent remain unpaid after thirty (30) days written notice from Landlord, such amount shall begin to accrue interest at the lower of 14% per annum or the maximum interest rate allowable by law from the original due date of the payment. Acceptance by Landlord of payments at later times or at any other places than as state in this Agreement, no matter how many times repeated, shall not prevent Landlord, without demand or notice, from requiring strict compliance with the provisions of this Agreement for the dates and places of payment. Furthermore, if Tenant is late with any payment due to Landlord under the terms of this Agreement more than two (2) times during any Contract Year, irrespective of whether such payment is subsequently made, then, without limiting Landlord's other rights and remedies, Landlord may, in Landlord's sole discretion, modify the amount of the required Security Deposit to up to Five Hundred dollars (\$500) total. Within ten (10) days after notice, Tenant shall submit to Landlord the required additional sums for the Security Deposit.

5. SECURITY DEPOSIT. N/A

6. LANDLORD'S DUTIES. Landlord shall be responsible for:

- a. Making the Facility available to Tenant during the normal business hours of the Facility.
- b. Providing a Facility that is free from open and obvious physical defects in, of, or upon the Leased Area and a Facility that is reasonably fit for its intended use and purpose.
- c. Making reasonable efforts to resolve concerns, including, but not limited to, correcting defects that Tenant brings to Landlord's attention.
- d. Maintaining the Facility in accordance with industry standards.
- e. Providing Tenant with a unique key to the Leased Area (Leased Area will remain accessible to Landlord via a master key).
- f. Providing Leased Area as is.
- g. Providing electricity, HVAC, and maintenance in the ordinary course of business to the Leased Area.

7. TENANT'S DUTIES. Tenant shall be responsible for:

- a. Providing reasonable notice to the Landlord of any open and obvious defects existing in, of, or upon the Leased Area that Tenant becomes aware of prior to and while using the Leased Area.
- b. Paying for all Rent and costs associated with the Tenant's use of the Leased Area in a timely manner and in accordance with the provisions of this Agreement.
- c. Controlling the behavior of its members, volunteers, employees and Invitees.
- d. Supervising all activities in the Leased Area.
- e. Keeping the Leased Area and the Equipment in good repair and in a safe, sanitary and slightly condition, and to be responsible for and reimburse Landlord for any damage outside ordinary and reasonable wear and tear caused to the Leased Area or the Equipment by the Tenant, its employees, agents, invitees or any other individual associated with the Tenant.
- f. Strictly complying with all requirements of the Landlord and all applicable laws, codes, ordinances, rules and regulations governing the Leased Area.
- g. Not assigning or transferring its rights or obligations under this Agreement to any third party without the prior written consent of Tenant. Consent may be granted or withheld by Landlord in its sole and absolute discretion.
- h. Naming Landlord and the City of Mansfield as an additional insured under its general liability insurance policy during the term of this Agreement.
- i. Indemnifying Landlord against any and all injuries arising from the activities conducted by the Tenant at the Facility that are caused by the negligent or intentional conduct of any of Tenant's employee's or guests.
- j. Returning the Leased Area and the Equipment in the same condition as it was prior to Tenant's use at the end of the Term.
- k. Obtaining prior approval from Landlord and the City of Mansfield, Texas for any and all window and exterior signage in connection with Tenant's use of the Leased Area and be responsible for any and all costs related to such exterior signage.
- l. Paying for all costs related to any alterations or improvements to the Leased Area to prepare Leased Area for Tenant's intended use under this Agreement and all costs related to returning the Leased Area to its original state at the time of this Agreement if requested by Landlord.

8. FOOD AND ALCOHOLIC BEVERAGE SERVICES

- a. Alcohol Service Rights. Landlord hereby grants to Tenant, on the terms herein set forth, the right and privilege and license to provide alcoholic beverage sales and services, at the Facility for the Term of this Agreement as allowable by law and retain all revenue therefrom (the "Alcoholic Beverage Services").
- b. Alcoholic Beverage Service Training. All Tenant employees involved in the sale and service of alcoholic beverages shall be trained by Tenant in effective alcoholic beverage service awareness. This training much include certification under the programs required by the Texas Alcoholic Beverage Commission ("TABC").

c. Food Service Rights. Landlord hereby grants to Tenant, on the terms set forth herein, the right and privilege and license to provide food and non-alcoholic beverage sales and services at the Facility for the Term of the Agreement and retain all revenue therefrom (the "Food Services"; the Alcoholic Beverage Services together with the Food Services, the "Services").

d. Laws and Regulations. Tenant shall, at all times observe and comply, at its own expense, with all statutes, ordinances, orders, regulations and requirements of all governmental authorities (including without limitation, the requirements of Title 1 of the American with Disabilities Act, the Texas Alcoholic Beverage Code and the rules and regulations of TABC).

9. LICENSES AND PERMITS.

a. Licenses and Permits. Tenant, at its expense, shall obtain and maintain in good standing at all times all legally required licenses and permits, including without limitation, all necessary health cards from the City for its employees, a health permit from the City and the necessary food and liquor license to provide the Services. On expiration or earlier termination of this Agreement, Tenant shall surrender its alcoholic beverage license for the Facility to the TABC within forty-eight (48) hours of the termination date or expiration of the Term.

b. Suspension or Revocation of Tenant's Licenses. In the event Tenant's alcoholic beverage licenses are suspended or revoked, Landlord shall have the right to suspend Tenant's rights hereunder only with respect to the sale of alcoholic beverages which otherwise would be allowed under the suspended or revoked license, so that Tenant shall continue to provide its Food Services in all other respects. Tenant shall, within thirty (30) days and at its sole cost and expense, retain a third party which is reasonably acceptable to Landlord and which possesses all necessary alcoholic beverage licenses to operate pursuant to the terms of this Agreement any area requiring Alcoholic Beverage Services until Tenant shall have reinstated or obtained substitute liquor licenses. If Tenant fails to do so, Landlord may retain a third party to provide this service at Tenant's sole expense.

10. **ALTERATIONS.** Tenant may not make alterations or improvements to the Leased Area without the prior written consent of the Landlord, which consent may be withheld in Landlord's sole discretion.

11. **BREACH.** If the Tenant fails to comply with or breaches any of the above covenants, or in the event of any illegal or inappropriate conduct by the Tenant (a "Breach"), and such failure, breach or conduct remains uncured after thirty (30) days from receipt of written notice thereof from Landlord, Landlord, in addition to all other rights and remedies afforded to Landlord hereunder or by law or equity, reserves the right in its absolute and sole discretion to revoke the Tenant's rights granted under this Agreement, at which time this Agreement automatically shall terminate and the Tenant shall immediately vacate and leave the Leased Area. In such event and notwithstanding such termination of this Agreement, the Tenant will remain responsible for all charges incurred, expenses arising and liabilities accruing under this Agreement from the Tenant's use of the Leased Area including all future Rent due from the time that notice of intent to terminate is provided until the expiration of thirty (30) days, and will not be entitled to any refund of the Rent.

12. **RECIPROCAL HOLD HARMLESS. RECIPROCAL HOLD HARMLESS.** Tenant agrees to indemnify, defend and hold harmless Landlord, Dallas Sports & Entertainment, L.P., DSE GP, Inc., DSE Hockey Centers GP, Inc., DSE Hockey Club, L.P., DSE Hockey Club GP, Inc., and each of their respective owners, partners, affiliates, subsidiaries, shareholders, officers, directors, employees, agents, representatives and assigns (collectively, the "Indemnified Parties") from and against any claim for bodily injury or property damage arising from Tenant's use of the Facilities pursuant to this Agreement provided that such claim is proximately caused by: (1) the negligent or intentional act of Tenant or any of its members, employees, guests, or its Invitees while using the Facilities; or (2) a failure of Tenant to perform any of its obligations set forth in paragraph 7 (a)-(l) above. Tenant shall not be required to indemnify, defend or hold harmless Landlord, its officers, agents, shareholders or employees from any claim proximately caused by any structural or physical defect existing in, of, or upon the Facilities unless Landlord can demonstrate that Tenant was aware of, or caused, said defect prior to the occurrence of the injury, but failed to reasonably notify Landlord or its employees of the defect, despite having sufficient time to do so.

Landlord agrees to indemnify, defend and hold harmless Tenant, its officers, agents, shareholders and employees from and against any claim for bodily injury or property damage arising from Tenant's use of the Facility pursuant to this Agreement provided that such claim is proximately caused by: (1) any structural or physical defect existing in, of, or upon the Facility unless Landlord can demonstrate that Tenant was aware of, or should have been aware of, the open and obvious defect prior to the occurrence of the injury, but failed to notify Landlord, of its existence despite sufficient time to do so; or (2) a failure of Landlord to perform any of its obligations set forth in paragraph 6 (a)-(g) above. Landlord shall not be required to indemnify, defend or hold harmless Tenant, its officers, agents, shareholders or employees, from any claim caused by any negligent or intentional conduct of Tenant, its members, volunteers, employees or Invitees.

13. INSURANCE. Tenant shall procure at its own expense and maintain in full force and effect during the Term of this Agreement policies of insurance with the types and minimums coverages set forth herein. The policies shall be with responsible insurance carriers maintaining an A.M. Best rating of at least A- (or its industry standard equivalent) duly qualified in Texas and shall cover the operations and obligations of Tenant under this Agreement. Tenant shall endorse the General Liability, Automobile and Umbrella/Excess to provide DSE Hockey Centers, L.P., DSE Hockey Club, L.P. and the City of Mansfield, and each of their officers, directors, employees, representatives, subsidiaries and affiliated companies with Additional Insured status. Tenant shall endorse all policies to provide Waiver of Subrogation in favor of DSE Hockey Centers, L.P., DSE Hockey Club, L.P. and the City of Mansfield, and each of their officers, directors, employees, representatives, subsidiaries and affiliated companies. Tenant shall endorse all policies to provide third party 30 days' notice of cancellation.

- a. Commercial General Liability insurance for premises, ongoing operations and completed operations including, but not limited to, coverage for contractual liability, independent contractors, bodily injury including death, broad form property damage, personal injury and aggregate, and \$2,000,000 completed operations aggregate.
- b. Liquor Liability Insurance of \$1,000,000 each occurrence; and \$2,000,000 aggregate with Landlord and the City of Mansfield named as an additional insured party under the terms of such policy.
- c. Business Automobile Liability insurance covering claims arising from all owned, hired, and non-owned vehicles including, but not limited to, coverage for contractual liability, bodily injury including death, property damage and personal injury with \$1,000,000 minimum each accident combined single limit.
- d. Workers' Compensation at statutory limits for medical and indemnity claims at all locations of work.
- e. Employer's Liability insurance with minimum limits of \$1,000,000 each accident for bodily injury by accident; \$1,000,000 policy limit for bodily injury by disease.
- f. Commercial Umbrella or Excess Liability, which shall follow form with respect to Commercial General Liability, Liquor Liability, Business Automobile Liability and Employer's Liability exposures with minimum limits of \$5,000,000 each occurrence; \$5,000,000 general aggregate; \$5,000,000 products and completed operations aggregate, including a per location/per project aggregate.

14. ASSUMPTION OF RISK. Tenant, its invitees and all individuals using Landlord's Facility, for any purpose, in conjunction with this Agreement shall assume all risks and dangers associated with any activities conducted by Tenant while at the Facility.

15. AS-IS CONDITION. Tenant accepts the Leased Area in its current, "as-is" condition. Landlord shall have no obligation to furnish or supply any work, services, furniture, fixtures, equipment or decorations, except Landlord shall deliver the Leased Area in clean condition. On or before the expiration of this Agreement or earlier termination, Tenant shall restore at Tenant's sole expense the Leased Area and the Equipment to the condition existing as of the Commencement Date, ordinary wear and tear accepted. The obligations of Tenant hereunder shall survive the expiration or earlier termination of this Agreement.

16. ACCESS. Landlord shall have the right to enter the Leased Area with reasonable notice in order to perform maintenance or for any other reason deemed necessary in Landlord's sole discretion, including for the normal course of business between Tenant and Landlord. Additionally, Landlord shall have the right to enter the Leased Area with no notice in the case of emergencies.

17. **HOURS OF OPERATION.** Landlord requires that the Tenant maintains the following as the minimum hours of operation.

- a. September through March.
 - Monday-Friday – 4:30pm - 9:00pm
 - Saturday – 9:00am – 6:00pm
 - Sunday – 11:00am – 6:00pm
- b. May through August
 - Monday – Friday – 4:00pm – 8:00pm
 - Saturday – 9:00am – 6:00pm
 - Sunday – 12:00pm – 5:00pm
- c. Tournaments – based on game schedule

18. **TERMINATION.** In addition to the termination provisions in paragraph 11 of this agreement, in the event that this Agreement becomes commercially untenable to Landlord, in Landlord's sole discretion, Landlord may terminate this Agreement with thirty (30) days written notice to Tenant. Following the termination of this Agreement, Tenant shall surrender its license to sell alcoholic beverages at the Facility and, if necessary, Tenant shall otherwise reasonably cooperate in the transition of concession services to the successor designated by Landlord, if any. Any surrender by Tenant shall require delivery of possession of the Facilities, the Concession Equipment, and the Leased Area in good condition, reasonable and ordinary wear and tear expected.

19. **SUBORDINATION.** The provisions of this Agreement and Tenant's right to use the Leased Area hereunder are hereby made subject and subordinate to the terms and conditions of any lease, agreement or any other encumbrance under which Landlord may be occupying or operating the Leased Area and is subject to the approval of the City of Mansfield.

20. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Texas and, if any proceeding whatsoever, in law or in equity, should arise out of this Agreement, the venue for such proceeding must be in Tarrant County in the State of Texas.

21. **WAIVER.** Landlord's failure to seek redress for a violation, or to insist upon strict performance of, any covenant or condition shall not prevent a subsequent act which would have originally constituted a violation of this Agreement from having all the force and effect of any original violation. No provision of this Agreement shall be deemed to have been waived by Landlord unless waived in writing.

22. **AMENDMENT.** This Agreement may not be amended except by instrument in writing signed by both Landlord and Tenant.

23. **ASSIGNMENT.** Neither this Agreement nor any of the rights, duties or obligations of Tenant hereunder shall be assignable in whole or in part, whether by operation of law or otherwise, by Tenant, without the prior written consent of Landlord, in Landlord's sole discretion.

24. **LEGAL FEES.** In the event any legal action is taken under this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees, costs of suit, and other costs reasonably related to enforcement of its rights under this Agreement.

25. **DISCLAIMER.** LANDLORD AND TENANT EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE LEASED AREA IS SUITABLE FOR TENANT'S INTENDED COMMERCIAL PURPOSE.

26. **ENTIRE AGREEMENT.** This Sublease Agreement constitutes the entire agreement between the Parties.

27. **CORRESPONDENCE.** All correspondence between the parties shall be directed as follows:

If to Landlord:

DSE Hockey Centers, L.P.
C/O Damon Boettcher
2601 Avenue of the Stars
Frisco, Texas
Copy to: Legal Department

If to Tenant:

Bar Down Café, LLC
1502 Mallard Circle
Mansfield, Texas 76063
Attn: Barb Rau

IN WITNESS WHEREOF, the Landlord and the Tenant have executed this Agreement this 20th day of August 2022.

LANDLORD: DSE Hockey Centers, L.P.
By DSE Hockey Centers GP, Inc.
Its general partner

By its duly authorized Agent _____
Damon Boettcher, Vice President

TENANT: Bar Down Café, LLC

By its duly authorized Agent _____
<Tenant Signor Signature>