

LANDLORD'S CONSENT AND AGREEMENT

This Landlord's Consent and Agreement (this "**Consent**") is made this [] day of January, 2015, by and between the CITY OF STOCKTON (the "**City**") and ADIRONDACK FLAMES CANADA LIMITED PARTNERSHIP ("Buyer") in favor of SC HOCKEY FRANCHISE CORP., a Delaware corporation (the "**Company**"). The City delivers this Consent with reference to the following facts:

RECITALS

A. The City and the Company are currently parties to that certain Team Lease dated as of March 2, 2004, as amended to date (the "**Lease**"), pursuant to which the City leases to the Company that certain multipurpose arena and ancillary facilities commonly referred to as the "Stockton Events Center Arena" (the "**Arena**").

B. Moneta Sports, Inc., a corporation organized under the laws of the Province of Alberta, Canada ("**Seller**") is currently the sole shareholder of the Company.

C. Seller desires to sell, transfer and assign to Buyer, all of Seller's equity interest in the Company (the "**Change of Control**").

D. Buyer is willing to guaranty to the City performance by the Company of all of its obligations under the Lease from and after the effective date of the Change of Control, and to provide security in support of such guaranty.

E. Pursuant to Section 7.6 of the Lease, the City's consent to the proposed Change of Control may be required, and the Company has requested the City's consent to the Change of Control. The City is willing to consent to the Change of Control as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. **Buyer's Lease Obligation.** From and after the effective date of the Change of Control, Buyer hereby guarantees to the City the timely payment and performance of all obligations of the Company under the Lease and agrees to promptly provide or cause to be provided, at its sole cost and expense, after such Change of Control the following security for the performance of such guarantee, in form and substance reasonably satisfactory to the City:

(a) a first priority lien or charge perfected in all appropriate jurisdictions over all of the stock and assets of the Company, including, for greater certainty and not by way of limitation, the Company's interest in its ECHL franchise, all inventory and accounts receivable;

(b) a lien or charge perfected in all appropriate jurisdictions over all of the assets of Adirondack Flames US Limited Partnership, including, for greater certainty and not by

way of limitation, such partnership's interest in its license to operate an AHL franchise, all inventory and accounts receivable.

2. City Consent; Acknowledgement. Subject to Buyer's performance under paragraph 1 hereof and approval of the Change of Control by ECHL, Inc., the City hereby consents to the Change of Control; provided, however, the City's consent herein shall not constitute a waiver of the obligation of the tenant under the Lease to obtain the City's consent (if required under the Lease) to any subsequent change of control, assignment, sublease or other transfer under the Lease. The City acknowledges that the Lease is and remains in full force and effect, that there presently exist no defaults under the Lease, or events, which, with the giving of proper notice and the passage of time, would constitute defaults under the Lease by either the City or the Company.

3. General Provisions.

3.1 Controlling Law. The terms and provisions of this Consent shall be construed in accordance with and governed by the laws of the State of California.

3.2 Binding Effect. This Consent shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns.

3.3 Captions. The paragraph captions utilized herein are in no way intended to interpret or limit the terms and conditions hereof; rather, they are intended for purposes of convenience only.

3.4 Partial Invalidity. If any term, provision or condition contained in this Consent shall, to any extent, be invalid or unenforceable, the remainder of this Consent, or the application of such term, provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term, provision and condition of this Consent shall be valid and enforceable to the fullest extent possible permitted by law.

3.5 Attorneys' Fees. If any party commences litigation against the other(s) for the specific performance of this Consent, for damages for the breach hereof or otherwise for enforcement of any remedy hereunder, the prevailing party shall be entitled to recover from the other party such reasonable attorneys' fees and costs as may be incurred in connection therewith.

3.6 Facsimile or PDF. Each party hereto shall be authorized to rely upon the signatures of all of the parties hereto on this Consent which are delivered by facsimile or by electronic mail in ".pdf" format as constituting a duly authorized, irrevocable, actual delivery of this Consent with original ink signatures of each person and entity.

3.7 Counterparts. This Consent may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Consent as of the day and year hereinabove written.

ATTEST:

"CITY"

NAME: BONNIE PAGE
CITY CLERK, CITY OF STOCKTON

CITY OF STOCKTON

By: _____
NAME: KURT WILSON
CITY MANAGER

APPROVED AS TO FORM:

JOHN M. LUEBBERKE CITY ATTORNEY

"BUYER"

ADIRONDACK FLAMES CANADA
LIMITED PARTNERSHIP, a limited
partnership
BY: ADIRONDACK FLAMES CANADA
INC., its general partner

By: _____ (name)
_____ (title)

"COMPANY"

SC HOCKEY FRANCHISE CORP., a
Delaware corporation

By: _____
Brad Rowbotham
Chief Executive Officer