

Your claim can be filed electronically on Verita's website at <https://www.veritaglobal.net/AirPros>

ID: 26671657

PIN: esEjvA9

United States Bankruptcy Court for the Northern District of Georgia, Newnan Division

Indicate Debtor against which you assert a claim by checking the appropriate box below. (Check only one Debtor per claim form.)

- | | | |
|--|---|--|
| <input type="checkbox"/> AFH Air Pros, LLC (Case No. 25-10356) | <input type="checkbox"/> Air Pros Solutions Holdings, LLC (Case No. 25-10363) | <input type="checkbox"/> Dallas Plumbing Air Pros, LLC (Case No. 25-10370) |
| <input type="checkbox"/> Air Pros Atlanta LLC (Case No. 25-10357) | <input type="checkbox"/> Air Pros Solutions, LLC (Case No. 25-10364) | <input type="checkbox"/> Doug's Service Air Pros, LLC (Case No. 25-10371) |
| <input type="checkbox"/> Air Pros Blue Star, LLC (Case No. 25-10358) | <input type="checkbox"/> Air Pros Texas LLC (Case No. 25-10365) | <input type="checkbox"/> Dream Team Air Pros, LLC (Case No. 25-10372) |
| <input type="checkbox"/> Air Pros Boca LLC (Case No. 25-10359) | <input type="checkbox"/> Air Pros Washington, LLP (Case No. 25-10366) | <input type="checkbox"/> East Coast Mechanical, LLC (Case No. 25-10373) |
| <input type="checkbox"/> Air Pros Colorado LLC (Case No. 25-10360) | <input type="checkbox"/> Air Pros West LLC (Case No. 25-10367) | <input type="checkbox"/> Hansen Air Pros, LLC (Case No. 25-10374) |
| <input type="checkbox"/> Air Pros Dallas L.L.C. (Case No. 25-10361) | <input checked="" type="checkbox"/> Air Pros, LLC (Case No. 25-10368) | <input type="checkbox"/> Mauzy Air Pros, LLC (Case No. 25-10375) |
| <input type="checkbox"/> Air Pros One Source LLC (Case No. 25-10362) | <input type="checkbox"/> CM Air Pros, LLC (Case No. 25-10369) | |

Modified Official Form 410**Proof of Claim**

- ☒ Date Stamped Copy Returned
☐ No self addressed stamped envelope
☐ No copy to return

12/24

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Other than a claim under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for an administrative expense arising after the commencement of the case.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed.

Part 1: Identify the Claim

NameID: 15935649

1. Who is the current creditor?	<u>Florida Panthers Hockey Club Ltd on its own behalf and as an agent for Arena Operating Company, Ltd.</u> Name of the current creditor (the person or entity to be paid for this claim)		
	Other names the creditor used with the debtor _____		
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____		
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? <u>Florida Panthers Hockey Club Ltd on its own behalf and as an agent for Arena Operating Company, Ltd.</u> <u>Florida Panthers Hockey Club</u> <u>1 Panthers Parkway</u> <u>Sunrise, FL 33323</u>	Where should payments to the creditor be sent? (if different) <u>Accounts Receivable Department</u> Name _____ <u>1 Panther Parkway</u> Number _____ Street _____ FL _____ 33323 Sunrise _____ State _____ ZIP Code _____ City _____ <u>USA</u> Country _____ Contact phone <u>954.835.7066</u> Contact email <u>perezroz@floridapanthers.com</u>	
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Address _____	Contact phone <u>954.835.7067</u>	Contact email <u>Legal@floridapanthers.com</u>
RECEIVED MAY 20 2025 VERITA GLOBAL			
Uniform claim identifier (if you use one): _____			
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY		
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____		



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?

☒ No

☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim?

\$ 139,416.65

Does this amount include interest or other charges?

☒ No

☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim?

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

Sponsorship benefits provided per agreement

9. Is all or part of the claim secured?

☒ No

☐ Yes. The claim is secured by a lien on property.

Nature of property:

☐ Real estate: If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)

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Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %

☐ Fixed

☐ Variable

10. Is this claim based on a lease?

☒ No

☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff?

☒ No

☐ Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check all that apply:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

☐ Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 5/13/2025
MM / DD / YYYY

Michael Romano
Signature

Print the name of the person who is completing and signing this claim:

Name Michael Romano
First name Middle name Last name

Title VP Finance & Accounting

Company Florida Panthers Hockey Club, Ltd. and Arena Operating Company, Ltd.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 1 Panther Parkway
Number Street
Sunrise FL 33323 USA
City State ZIP Code Country

Contact phone 954.835.7023 Email romanom@floridapanthers.com

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MAY 20 2025

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SPONSORSHIP AND ADVERTISING AGREEMENT

THIS SPONSORSHIP AND ADVERTISING AGREEMENT ("Agreement"), dated as of September 8, 2023 ("Execution Date") and effective as of July 1, 2023 ("Effective Date"), is made by and among the Florida Panthers Hockey Club, Ltd., a Florida limited partnership ("Panthers"), on its own behalf and as agent for Arena Operating Company, Ltd., a Florida limited partnership ("Operator"), and Air Pros, LLC, a Florida limited liability company whose principal address is 2801 Evans Street, Hollywood, Florida 33020 ("Sponsor").

1. DUTIES AND OBLIGATIONS.

1.1. For the Term (defined below) of this Agreement, Panthers, owners and operators of a professional hockey club member of the National Hockey League ("NHL") known as the "Florida Panthers", and Operator, operator of a sports and entertainment facility located in the City of Sunrise, Broward County, Florida ("Facility"), shall designate Sponsor as a sponsor of Panthers ("Sponsorship"). In connection with its Sponsorship, Panthers and Operator will provide Sponsor with certain advertising and promotional benefits ("Sponsorship Benefits"), as set forth in and in accordance with Exhibit A, which is attached hereto and made a part hereof.

1.2. The parties or their agents may publicly announce (e.g., press release, social media), advertise and promote the Sponsorship, provided, however, that the announcing party and their agents must obtain the prior written approval of the other party as to the method, content, and timing of any such announcement, advertisement and promotion prior to such announcement, advertisement or promotion, such consent shall not be unreasonably withheld. With respect to Sponsor, such right to publicly announce, advertise and promote the Sponsorship shall exist to the extent contemplated on Exhibit A.

2. TERM AND TERMINATION.

2.1. The term of this Agreement shall be for the period commencing on the Effective Date and terminating immediately on June 30, 2025 ("Term"), unless sooner terminated pursuant to the provisions hereof. For the purposes of this Agreement, "Contract Year" means the period commencing on the date hereof, and then each period thereafter during the Term, as set forth below:

2.1.1. Contract Year 1: Effective Date – June 30, 2024

2.1.2. Contract Year 2: July 1, 2024 – June 30, 2025

2.2. Without prejudice to any other rights, Panthers and/or Operator shall have the right to terminate this Agreement (a) if Sponsor fails to pay any amount payable to Panthers hereunder within sixty (60) days following delivery of written notice to Sponsor of nonpayment on the date when due, (b) if Sponsor fails to perform or comply with any other term or condition of this Agreement within twenty (20) days following delivery of written notice to Sponsor stating such failure, or (c) upon thirty (30) days written notice for any reason or no reason.

2.3. Without prejudice to any other rights, Sponsor shall have the right to terminate this Agreement if Panthers or Operator fails to perform or comply with any material term or condition of this Agreement within thirty (30) days following delivery of written notice to Panthers or Operator, as applicable, stating such failure.

2.4. Upon termination of this Agreement, all rights and privileges granted to Sponsor hereunder, including the Sponsorship Benefits and the limited right to use the Panthers Marks (defined below) and Facility Marks (defined below), shall automatically terminate. Upon termination of this Agreement pursuant to Section 2.2(a) or 2.2(b), all payments then or later due to Panthers for the Contract Year in which such termination occurs shall become due and payable in full to Panthers immediately, and no portion of any prior payments made to Panthers shall be refundable by Panthers. Upon termination of this Agreement pursuant to Section 2.3, Panthers shall refund Sponsor any payments made to Panthers for the Contract Year in which such termination occurs as of the date of such termination.



2.5. Subject to Section 2.5.1, Panthers may terminate this Agreement if Panthers sells the Facility's naming rights, a Florida Panthers jersey advertising position (i.e., jersey patch) or a Florida Panthers helmet advertising position (i.e., helmet sticker) (each a "Premium Benefit" and, collectively, the "Premium Benefits") to another sponsor in Sponsor's Designated Advertising Category (defined below). If Panthers terminates this Agreement pursuant to this Section 2.5, Panthers will prorate the Fee (defined below) to the date of such termination, and all amounts due for Sponsorship Benefits provided prior to the date of such termination shall become due immediately.

2.5.1. Right of First Refusal: Provided that (i) this Agreement is in full force and effect and (ii) Sponsor is not then in material default or breach under this Agreement, Sponsor shall have a Right of First Refusal (a "ROFR") on the sale of Premium Benefits to third parties in Sponsor's Designated Advertising Category. Prior to offering a Premium Benefit to any third party in Sponsor's Designated Advertising Category, Panthers shall provide Sponsor with written notice (an "Offer Notice"), outlining the terms and conditions of the proposed sale of such Premium Benefit, including pricing, scope, and duration. Sponsor shall have a period of three (3) business days from receipt of the Offer Notice to elect to purchase the applicable Premium Benefit on the terms set forth in the Offer Notice. If the Sponsor wishes to exercise the ROFR, it shall notify Panthers in writing and remit payment required under the Offer Notice within the above-mentioned three (3) business day period. If the Sponsor declines to exercise the ROFR, fails to respond to the Offer Notice within the three (3) business day period or fails to pay any amounts required to be paid under the Offer Notice within the three (3) business day period, Panthers shall be free to offer the ROFR Sponsorship Benefits to any third party on terms to be determined by Panthers, which may be more favorable than those outlined in the Offer Notice.

3. SPONSORSHIP FEE.

3.1. In consideration of the Sponsorship Benefits granted to Sponsor herein by Panthers and Operator hereunder, Sponsor shall pay to Panthers, receiving payment on its own behalf and as agent for Operator, an aggregate amount of **\$570,000.00** ("Fee") plus an additional fee in each Contract Year in which the Florida Panthers are eligible to participate in the NHL post-season, as further contemplated in Section 3.1.2 below ("Post-Season Fee"). All payments hereunder shall be made by wire transfer in immediately available funds.

3.1.1. All payments with respect to the Fee shall be made on the dates and in the amounts set forth below:

Payment	Due Date	Amount
Contract Year 1		
1	No later than thirty (30) days following the Execution Date	\$27,500.00
2	October 1, 2023	\$27,500.00
3	November 1, 2023	\$27,500.00
4	December 1, 2023	\$27,500.00
5	January 1, 2024	\$27,500.00
6	February 1, 2024	\$27,500.00
7	March 1, 2024	\$27,500.00
8	April 1, 2024	\$27,500.00
9	May 1, 2024	\$27,500.00
10	June 1, 2024	\$27,500.00
Contract Year 1 Total		\$275,000.00
Contract Year 2		
1	July 1, 2024	\$24,583.33



2	August 1, 2024	\$24,583.33
3	September 1, 2024	\$24,583.33
4	October 1, 2024	\$24,583.33
5	November 1, 2024	\$24,583.33
6	December 1, 2024	\$24,583.33
7	January 1, 2025	\$24,583.33
8	February 1, 2025	\$24,583.33
9	March 1, 2025	\$24,583.33
10	April 1, 2025	\$24,583.33
11	May 1, 2025	\$24,583.33
12	June 1, 2025	\$24,583.37
Contract Year 2 Total		\$295,000.00
Total		\$570,000.00

3.1.2. In each Contract Year in which the Florida Panthers are eligible to play in the NHL post-season, the Post-Season Fee shall be calculated as the sum of the individual amounts for each Post-Season Round set forth below in which the Florida Panthers play at least one (1) game. The Post-Season Fee shall be made by wire transfer in immediately available funds no later than thirty (30) days following Sponsor's receipt of applicable invoice at the conclusion of the applicable post-season.

Post-Season Round	Amount
1	\$11,000.00
2	\$11,000.00
3	\$11,000.00
4	\$11,000.00

3.2. If Panthers does not receive any payment from Sponsor on or before the applicable payment due date, Panthers may consider said failure to pay a material breach of this Agreement. Panthers agree to provide written notice to Sponsor of the failure to receive any payment, and Sponsor shall have a sixty (60) day period following the date of such notice in which to cure the payment default before Panthers may elect to terminate this Agreement pursuant to Section 2.2 and pursue any and all remedies available. Sponsor hereby acknowledges and agrees that any such election of remedies by Panthers does not waive any other remedies for breach of contract available to Panthers.

3.3. Each of the Fee and Post-Season Fee has been determined without consideration that another professional sports team may become a tenant at Facility and accordingly the Operator and Sponsor agree that if the Facility becomes the home arena for another professional sports team(s), the parties shall renegotiate in good faith an amended fee to reflect the presence of the professional sports team(s).

4. **SPONSORSHIP BENEFITS.** During the Term of this Agreement, Panthers and Operator agree to sell and make available to Sponsor, and Sponsor agrees to purchase from Panthers and Operator, the Sponsorship Benefits listed on Exhibit A that is attached to this Agreement, such Sponsorship Benefits which Panthers or Operator may, without any consent on the part of Sponsor, substitute other benefits of equal or greater value as



determined by Panthers and/or Operator in its sole discretion. Unless otherwise specified on Exhibit A, Sponsor shall pay any and all costs and expenses associated with and/or arising in connection with the Sponsorship Benefits listed on Exhibit A (whether received during the Florida Panthers pre-season, regular season, post-season, or any other period during the Term), including, but not limited to, all ancillary costs and expenses associated with such Sponsorship Benefits, such as design, creation, installation, change, re-brand, replacement, and removal costs and expenses.

5. ADVERTISING MESSAGES.

5.1. General. Sponsor shall have the right to communicate written or verbal messages for promotional purposes at the Facility ("Advertising Messages"), to the extent Sponsor has been granted such right pursuant to Exhibit A. Advertising Messages presented on fixed non-electronic signboards or on rotating non-electronic signs are referred to as "Non-Electronic Advertising Messages". Advertising messages presented on electronic signboards are referred to as "Electronic Advertising Messages".

5.1.1. Sponsor shall not cause or permit (a) Advertising Messages or (b) the trademarks or other intellectual property of any other person or entity to be displayed in the Facility nor shall it display or caused to be displayed Advertising Messages for any products or services other than Sponsor's products or services in the heating, ventilation and air conditioning ("HVAC") installation and repair category ("Sponsor's Designated Advertising Category") without receiving the prior written consent of Operator, which consent may be withheld by Operator in its sole discretion.

5.1.2. All Advertising Messages shall comply with the rules and regulations of Panthers, Operator and the NHL. Sponsor acknowledges that its advertising rights pursuant to this Agreement may be pre-empted by the NHL for NHL events, pursuant to the NHL Rules (as defined in Section 9.1). In addition, all Advertising Messages shall be in compliance with generally accepted community standards of good taste, and the determination of Operator shall be conclusive on this issue.

5.1.3. Sponsor shall not display Advertising Messages in a manner that will violate any applicable laws, ordinances, or other government regulations or rules.

5.1.4. Operator may remove any Advertising Message from the Facility that does not comply with Sections 5.1.2 or 5.1.3 of this Agreement.

5.1.5. Unless otherwise indicated in this Agreement, Advertising Messages shall be displayed during all events held at Facility for which admission is charged.

5.1.6. Sponsor acknowledges that from time to time a third-party user of Facility (each such third-party user a "Lessee") may object to the use or display by Operator of certain advertising space and advertising messages during the conduct of Lessee's event at Facility for religious, cultural or other personal or business reasons. If the Operator is not permitted to use or display advertising space and time during an event held at Facility, or is otherwise barred from displaying certain kinds of advertising, including, without limitation, products or services in Sponsor's Designated Advertising Category and/or Sponsor's specific products and/or services due to its obligations under an Agreement with a Lessee, then during the event(s) for which the Lessee has contracted to use the Facility, Sponsor's Advertising Messages will not be displayed at Facility.

5.2. Non-Electronic Advertising Messages. The following terms and conditions shall apply to the display of Non-Electronic Advertising Messages:

5.2.1. Sponsor shall comply with the rules and policies of Panthers and Operator relating to the design, preparation and display of such advertising panels. Panthers and Operator may remove advertising panels that do not comply with the rules and policies of Panthers or Operator.



5.2.2. Sponsor may periodically change the advertising panels, at its sole cost and expense pursuant to Section 4 above, but Sponsor shall give the Operator reasonable notice of such a change in order to enable Operator to coordinate the installation of the new advertising panels. For the avoidance of doubt, such installation shall also be at the sole cost and expense of Sponsor pursuant to Section 4 above.

5.2.3. Sponsor's advertising panels, if illuminated, shall comply with the lighting requirements of Operator applicable to illuminated signage. No other advertising or structures shall be permitted to obstruct the view of Sponsor's advertising panels, and Operator shall not permit any person to drape anything over Sponsor's advertising panel or otherwise obscure any advertising panels of Sponsor during any events held at Facility at which the signboards are being used, except as outlined in Section 5.1.6 above.

6. INTELLECTUAL PROPERTY.

6.1. Panthers and Operator or their agents shall not use the name, logos, colors, trademarks, service marks, trade dress, or other identifying features of Sponsor ("Sponsor Marks") without obtaining the prior written approval of Sponsor as to each specific proposed use of the Sponsor Marks, regardless of whether Sponsor has granted approval for essentially the same or similar uses of the Sponsor Marks in the past. Upon any termination of this Agreement, Panthers and Operator and their agents shall immediately terminate all use of the Sponsor Marks in every manner whatsoever. Panthers and Operator expressly recognize that the Sponsor Marks are the valid, unique and exclusive property of Sponsor. Panthers and Operator agree that they shall not, either during the Term or thereafter, directly or indirectly, contest the validity of Sponsor Marks or any registrations pertaining thereto, in the United States or elsewhere, nor adopt the Sponsor Marks or any term, word, mark or designation which is in any aspect confusingly similar to the Sponsor Marks. Panthers and Operator specifically acknowledge that any use of the Sponsor Marks pursuant to this Agreement shall not create for Panthers or Operator any right, title or interest in the Sponsor Marks. All goodwill arising from Panthers and Operator's use of the Sponsor Marks shall be attributed to and shall be for the benefit of Sponsor. Panthers and Operator further agree that they will not at any time do or cause to be done any act or thing, directly or indirectly, which contests or in any way impairs or tends to impair any part of the right, title and interest of Sponsor in the Sponsor Marks, and Panthers and Operator shall not, in any manner, represent that they have any ownership interest in the Sponsor Marks or the registrations, therefore. Panthers and Operator shall not use the Sponsor Marks in any way without the prior written approval of Sponsor.

6.2. Sponsor or its agents shall not use the name, logos, colors, trademarks, service marks, trade dress, or other identifying features of Panthers ("Panthers Marks") or Facility ("Facility Marks") without obtaining the prior written approval of Panthers as to each specific proposed use of the Panthers Marks or Facility Marks, regardless of whether Panthers has granted approval for essentially the same or similar uses of the Panthers Marks or Facility Marks in the past. Upon termination of this Agreement, Sponsor and its agents shall immediately terminate all use of the Panthers Marks and the Facility Marks in every manner whatsoever. Sponsor expressly recognizes that the Panthers Marks are the valid, unique and exclusive property of Panthers and/or the NHL and that the Facility Marks are valid, unique and exclusively licensed to Operator. Sponsor agrees that it shall not, either during the Term or thereafter, directly or indirectly, contest the validity of Panthers Marks or Facility Marks or any registrations pertaining thereto, in the United States or elsewhere, and shall not adopt the Panthers Marks or Facility Marks or any term, word, mark or designation that is in any aspect confusingly similar to the Panthers Marks or Facility Marks. Sponsor specifically acknowledges that any use of the Panthers Marks or Facility Marks pursuant to this Agreement shall not create for Sponsor any right, title or interest in the Panthers Marks or Facility Marks. All goodwill arising from Sponsor's use of the Panther Marks or Facility Marks shall be attributed to and shall be for the benefit of Panthers or Operator as applicable. Sponsor further agrees that it shall not at any time do or cause to be done any act or thing, directly or indirectly, that contests or in any way impairs or tends to impair any part of the right, title and interest of Panthers in the Panthers Marks or Operator in the Facility Marks, and Sponsor shall not, in any manner, represent that it has any ownership interest in the Panthers Marks or Facility Marks or the registrations, therefore. Sponsor shall not use the Panthers Marks in any manner outside of a seventy-five (75) mile radius from the Facility ("Panthers Home Territory").



7. **HOLD HARMLESS AND INDEMNIFICATION.**

7.1. **Indemnification.** Sponsor shall defend, indemnify and hold harmless Panthers, Operator, the NHL, all of their respective current and future affiliates and related entities, and each of their respective successors, owners, general and limited partners, shareholders, members, directors, officers, employees, agents and representatives (collectively, "**Indemnified Parties**") from and against any and all claims, causes of action, suits, losses, damages, liabilities, fines, penalties, costs and expenses, including reasonable attorney's fees and expenses, arising out of Sponsor's or its affiliates' actions, omissions to act or negligence, or Sponsor's breach of any representation, warranty, covenant, obligation or other agreement contained in this Agreement. Panthers and Operator shall promptly notify Sponsor of any claim or litigation to which the indemnity set forth in this paragraph applies. Sponsor agrees to defend all actions to which such indemnity applies and to conduct the defense thereof at Sponsor's expense and by qualified counsel, which counsel shall be reasonably satisfactory to the Indemnified Parties. These indemnity obligations shall survive the termination or expiration of this Agreement. For the avoidance of doubt, the NHL, all of its respective current and future affiliates and related entities, and each of their respective successors, owners, general and limited partners, shareholders, members, directors, officers, employees, agents and representatives shall be deemed third party beneficiaries of this Agreement for the purpose of enforcing these indemnity obligations.

7.2. **Authority/Liens and Encumbrances.** It is mutually understood and agreed that Sponsor, Panthers and Operator, and their respective partners, officers, employees and agents are, at all times herein, acting and performing separately and independently of each other and are in no way or manner to represent themselves as agents or employees of the other parties. In addition, the rights granted to Sponsor by Panthers and Operator do not convey to Sponsor any property rights of any nature other than those specifically set forth herein. As such, Sponsor shall not incur any expenses or create any liens or encumbrances in Panthers' name, Operator's name or against the interests or assets of Panthers or Operator. Sponsor agrees to hold Panthers and Operator harmless and to indemnify Panthers and Operator, in accordance with the terms of Section 7.1 above, in the event any such expenses, liens or encumbrances are asserted against or charged to Panthers or Operator in violation of this paragraph.

8. **INSURANCE.**

8.1. Sponsor shall, at its own expense, maintain in effect throughout the Term, comprehensive general liability insurance with combined single limits of liability of at least One Million Dollars (\$1,000,000.00), covering any and all property damage and personal injury (including death) arising out of activities covered by this Agreement and shall obtain and maintain such additional insurance coverage as Panthers and Operator shall reasonably require with respect to any sponsored events or similar activities. The insurance coverage of Sponsor required to be carried hereunder shall be issued in form acceptable to Panthers and Operator by an insurance company acceptable to Panthers and Operator having an A.M. Best rating of at least A-XII (or comparable rating) and qualified to do business in the State of Florida. At all times during the Term, Sponsor shall cause certificates of such insurance policies to be issued and deposited with Panthers and Operator, together with such reasonable proof of payment of premiums as Panthers and Operator may reasonably request. All such policies may be provided under blanket and/or umbrella policies carried by Sponsor. The insurance required hereunder shall be primary insurance and the insurer shall be liable for the full amount of any loss up to the total limit of liability required without the right of contribution of any other insurance coverage held by Panthers, Operator or their affiliates. Such policy or policies shall contain broad form contractual coverage with respect to Sponsor's indemnification and hold harmless obligations hereunder. Such policies shall name Panthers and Operator as an additional insured hereunder and shall be endorsed to provide Panthers with at least thirty (30) days advance written notice of cancellation and/or restriction.

9. **RULES, REGULATIONS AND POLICIES.**

9.1. **NHL.** Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall in all respects be subject to and subordinate to each of the following as such may be amended from time to time: (a) NHL Constitution, (b) NHL By-Laws, (c) all other rules, regulations, and policies of the NHL and the duly authorized resolutions of the Board of Governors, (d) the decrees and rulings of the Commissioner or his designee, and (e) the



terms and conditions of any and all agreements to which the NHL is a party and as to which the NHL has bound its member clubs (collectively, (a) through (e) shall be referred to as the "NHL Rules"). In addition, this Agreement shall be specifically subject and subordinate to:

9.1.1. Any major television network (i.e., any national broadcast network reaching in excess of eighty-percent (80%) of the television households located within the country in which its signal is transmitted or any regional cable network reaching in excess of sixty-percent (60%) of the television households located within the territory that is the subject of the agreement), repeat broadcast or pay-per-view broadcast agreement which, by its terms, requires the movement, removal or replacement of the Sponsor's signs.

9.1.2. Any agreement by and among the member clubs of the NHL to remove all dasher board signage from all venues for all or part of a regular season or playoff round.

9.1.3. Notwithstanding any other provision to the contrary, Sponsor agrees that Panthers may allow or authorize any League Sponsor (as defined below) to engage in advertising and promotional activities in Panthers' local market (including, without limitation, the Facility or other Florida Panthers home arena as may exist from time to time or in the future), or otherwise provide benefits to such League Sponsor, if such League Sponsor is entitled to engage in such activities or receive such benefits pursuant to any sponsorship or promotional licensing arrangement now or hereafter entered into between such League Sponsor and the NHL or any affiliates (including, without limitation, NHL Enterprises Inc. and NHL Enterprises Canada, Inc. ("NHL Enterprises"). "League Sponsor" means any person or entity, which currently is, or at any time becomes, a sponsor or promotional licensee of or with respect to any NHL event or program now or hereafter in existence. By way of illustration only and without limiting the generality of the foregoing, League Sponsors may place advertising and promotional materials (including displays) in Facility, in connection with a NHL event, such as the NHL All-Star Game, or in support of a League program, such as NHL All-Star Fan Balloting, NHL Youth Street Hockey, NHL Super Skills, NHL Future Stars or NHL Water Bottle Rights.

9.2. Facility. Sponsor agrees that this Agreement shall be performed in accordance with rules and policies of Facility, including, without limitation, rules relating to arena management, health, safety, hours of operation and location of advertisement, as may be applicable to this Agreement. Operator will advise Sponsor of any development of or changes in these rules and policies that might adversely affect the terms of this Agreement.

9.3. City of Sunrise. This Agreement shall be performed in accordance with the rules and policies of the City of Sunrise Code Enforcement.

9.4. NCAA. Notwithstanding anything to the contrary in this Agreement, should an NCAA Men's or Women's Basketball Tournament be held at the Facility, applicable NCAA facility/site rules and regulations shall be provided to Sponsor and must be followed by Sponsor. Such rules and regulations shall include the following restrictions with respect to Advertising Messages during NCAA games played at Facility: (i) Illumination of all advertising panels in Facility, including the scoreboards, must remain "off" during all times when the Facility is open to the public, teams, or media; and (ii) All advertising panels in the lower one-third of the public seating area of the Facility or adjacent to the playing area must be covered.

10. REPRESENTATIONS AND WARRANTIES.

10.1. Sponsor represents and warrants to Panthers and Operator the following, all of which representations and warranties shall apply during the term of this Agreement:

10.1.1. Sponsor is a duly organized, validly existing and in good standing under the laws of its State of incorporation or organization and is duly authorized to transact business in the State of Florida, with full power and authority to enter into and fully perform its obligations under this Agreement. Sponsor has duly authorized the execution and delivery of this Agreement on behalf of Sponsor and this Agreement constitutes a valid, binding and enforceable obligation of Sponsor.



10.1.2. Neither this Agreement nor anything required to be done hereunder by Sponsor violates or shall violate any corporate or organizational charter, contract or other document to which Sponsor is a party or is otherwise bound by.

10.1.3. Sponsor owns and/or controls any and all trademarks, service marks or other intellectual property associated with any Sponsor advertising and/or promotional material to be displayed at the Facility in accordance with the terms of this Agreement and has the right and authority to display or cause Operator to display such advertising and/or promotional material at the Facility.

11. MISCELLANEOUS.

11.1. Notices. All notices required to be given hereunder shall be properly served if in writing and delivered either by (i) personal delivery, (ii) certified or registered mail, postage prepaid, (iii) recognized overnight courier service which delivers only upon the signed receipt of the addressee, or (iv) electronic mail ("E-Mail"), which in any case shall be delivered to the following respective addresses set forth below, or such other addresses as may be designated by written notice by such party:

PANTHERS, ON ITS OWN BEHALF AND AS AGENT FOR OPERATOR:

Florida Panthers Hockey Club, Ltd.
1 Panthers Parkway
Sunrise, Florida 33323
Attention: General Counsel
E-Mail: legal@floridapanthers.com

SPONSOR:

Air Pros, LLC
2801 Evans Street
Hollywood, Florida 33020
E-Mail: Anthony.perera@airprosusa.com

Notice shall be deemed given on the date of delivery of such notice to the recipient or the date of refusal to accept delivery of such notice by the addressee or its agent, unless sent by E-Mail, in which case notice shall be deemed given upon receipt by sending party of acknowledgement by receiving party of such notice by non-automatic reply made via E-Mail.

11.2. Assignment.

11.2.1. Sponsor shall not assign, pledge or otherwise transfer or encumber this Agreement, or any of Sponsor's rights and obligations hereunder without the prior written consent of Operator, which consent may not be unreasonably withheld.

11.2.2. Panthers and Operator shall have the right to assign, convey, pledge and encumber in whole or part any and all of its rights under this Agreement with the prior written consent of Sponsor. If either Panthers or Operator fully assign its rights hereunder, either voluntarily or involuntarily, such assignor shall be released from any further obligations under this Agreement and Sponsor shall look solely to the assignee for performance obligations arising thereafter. Sponsor agrees to execute and deliver those instruments reasonably required to effect the provisions of this Section.

11.3. Successors and Assigns. All of the duties and obligations under this Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted assigns.

11.4. Entire Agreement. This Agreement is the joint product of the parties hereto and each provision has been subject to the mutual consultation, negotiation and agreement of the parties, and each had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are



not to be construed against any party on the basis of such draftsmanship hereof. The Agreement, including any exhibits attached hereto, sets forth the entire understanding and agreement of all the parties hereto with respect to its subject matter and supersedes all prior understandings or agreements between the parties relating to the same subject matter. Any amendments or modifications to this Agreement shall be in writing, as mutually agreed upon by both parties.

11.5. Governing Law; Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles. In the event any dispute, controversy, or claim relating to this Agreement arises between the parties hereto, the parties shall resolve such dispute, controversy, or claim by informal good faith negotiations; provided that if no resolution is reached within thirty (30) calendar days from the date such negotiations commence, the parties agree to resolve such dispute, claim or controversy by arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules. Such arbitration shall occur in Broward County, Florida, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

11.6. Force Majeure.

11.6.1. In the event that Panthers and/or Operator's performance of this Agreement is prevented, restricted or interfered with by reason of acts of God, hurricanes, epidemics, pandemics, wars, revolution, civil commotion, acts of public enemy, embargo, acts of government in its sovereign capacity, labor difficulties, labor difficulties of the NHL resulting in a strike, lockout, slowdown, picketing or boycotts, or any other circumstances resulting in, but not limited to, the cancellation of any scheduled home games or season of the Florida Panthers (each a "Force Majeure Event"), Panthers and/or Operator shall be excused from such performance on a day-to-day basis during the continuance of such prevention, restrictions, or interference and the same shall not constitute a breach of this Agreement by Panthers and/or Operator.

11.6.2. Upon occurrence of a Force Majeure Event, Panthers and/or Operator hereby agrees to provide Sponsor replacement benefits of equal or greater value to the benefits that would have otherwise been provided but for the Force Majeure Event, with such replacement benefits to be determined by Panthers and/or Operator in its sole discretion.

11.6.3. The parties acknowledge and agree that its sole and exclusive remedy in the case of a Force Majeure Event shall be as provided in this Section 11.6. For clarification, nothing contained in this Section 11.6 shall limit or otherwise affect Sponsor's obligation to pay to Panthers and Operator during the Force Majeure Event or any other time the Fee and all other payments required under this Agreement for such year.

11.7. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

11.8. Non-Waiver. No waiver by either party of any default in the terms, covenants, or conditions hereof to be performed, kept or observed by the other shall be construed to be or act as a waiver of any subsequent default of any of such terms. Acceptance of payments by Panthers and/or Operator for any period or periods after a default of any of the terms, conditions and covenants herein contained shall not be deemed a waiver of any right or remedy of Panthers and/or Operator.

11.9. Jury Trial Waiver. With respect to any civil action, counterclaim, or proceeding, whether at law or in equity, which arises out of, concerns or relates to this agreement, any transactions contemplated hereunder, the performance hereof or the relationship created hereby, whether sounding in contract, tort, strict liability or otherwise, trial shall be to a court of competent jurisdiction and not to a jury. Each party hereby irrevocably waives any right (statutory, constitutional, common law or otherwise) it may have to a trial by jury. Any party may file an original counterpart or a copy of this agreement with any court as written evidence of the waiver of the other parties' right to trial by jury. No party has made or relied upon any oral representations by any other party regarding the enforceability of this provision. Each party has read and understands the effect of this jury waiver provision.



11.10. Relationship of Parties. This Agreement shall not create a joint venture, partnership, or a relationship of principal and agent, or of employer and employee, between the parties.

11.11. Severability. If any provision of this Agreement may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable. If a court of competent jurisdiction hereunder shall hold any provision unenforceable, then the remaining provisions of this Agreement shall continue in full force and effect without being impaired in any way.

11.12. Headings. The headings contained in this Agreement are for convenience of reference only, are not to be considered a part of the Agreement and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

11.13. Taxes. Sponsor shall be responsible for the payment of any sales or excise taxes imposed by the State of Florida or any subdivision thereof on the Fee payable upon the sale of the advertising rights in Facility pursuant to this Agreement.

11.14. Compliance with Law. Sponsor shall comply with all federal, state, and local laws applicable to its activities conducted hereunder.

11.15. Confidentiality. The parties acknowledge and agree that the terms of this Agreement are particular to the parties hereto based on the parties' special arrangement, and that each party has received good, valuable and special consideration for entering into this Agreement. Each party further agrees and acknowledges that the disclosure by either party of the terms or conditions of this Agreement to any third party would cause the non-disclosing party to suffer irreparable, material damages. Therefore, each party hereto agrees to hold and maintain in strictest confidence the terms and conditions of this Agreement, and agrees not to disclose the terms or conditions of this Agreement to any person or entity, except solely as may be required by court order (provided the disclosing party gives the other at least five (5) days' written notice before disclosure to allow the other party an opportunity to seek a protective order) or to enforce the terms of this Agreement. In the event of a breach hereof by either party, the non-breaching party shall be entitled to damages in addition to injunctive relief.

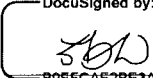
[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the undersigned parties hereto have caused this Agreement to be duly executed by their authorized representatives.

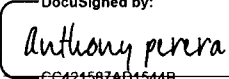
PANTHERS and OPERATOR:

FLORIDA PANTHERS HOCKEY CLUB, LTD., a Florida limited partnership ("Panthers"), on its own behalf and as agent for **ARENA OPERATING COMPANY, LTD.**, a Florida limited partnership ("Operator")

By:  DocuSigned by:
B9EFCAE2BE3A48B... Date: 9/14/2023
Name: Shawn Thornton
Title: C.R.O.

SPONSOR:

AIR PROS, LLC, a Florida limited liability company ("Sponsor")

By:  DocuSigned by:
CC421587AD1544B... Date: 9/14/2023
Name: Anthony perera
Title: Cgo