## THIRD AMENDMENT TO FOX VALLEY ICE ARENA FACILITY <u>LICENSE AGREEMENT</u>

This Third Amendment (hereinafter, the "Third Amendment") to the Fox Valley Ice Arena Facility License Agreement dated October 1, 2008 and as amended by the First Amendment to the Fox Valley Ice Arena Facility License Agreement dated October 14, 2009 and the Second Amendment to the Fox Valley Ice Arena Facility License dated March 8, 2022 (collectively, the AAgreement@) is made this 8th day of July, 2025, by and between **THE FOREST PRESERVE DISTRICT OF KANE COUNTY**, a municipal corporation (hereinafter referred to as ALicensor@) and **CENTRUM EAST-WEST ARENAS VENTURE, L.L.C.**, an Illinois limited liability company (hereinafter referred to as ALicensee@). For these purposes, all defined terms used in the License Agreement shall have the same meaning when appearing herein, except as may be expressly limited or conditioned by the terms herein set forth with respect to same.

Whereas, the parties have discussed the substitution of a personal guarantee by Timothy E. Weilandt in exchange for the elimination of the current obligation under Section 3.01 of the License Agreement which requires a Seven Hundred Fifty Thousand Dollar (\$750,000.00) irrevocable standby letter of credit as security for the license payments due to the Licensor from the Licensee under the License Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the Licensor and Licensee agree to the following terms of this Third Amendment, effective as of the 8<sup>th</sup> day of July, 2025:

1. Section 3.01 is hereby amended to eliminate the second, third and fourth sentences thereof, which reference the obligation of Licensee to deliver to Licensor an irrevocable standby letter of credit for security for the payment of annual License Fees and to instead insert in lieu of such second, third, and fourth sentences, the following:

"Licensee shall deposit a personal guaranty of Timothy E. Weilandt personally and individually guaranteeing all obligations of Licensee hereunder in an amount of up to Seven Hundred Fifty Thousand Dollars (\$750,000.00) in the form attached hereto as Exhibit 1."

All other provisions in Section 3.01 shall remain unmodified by the foregoing.

2. In all other respects and except as expressly provided above and in the Exhibits attached hereto, the License Agreement, as previously amended, shall remain in full force and effect. To the extent a conflict arises or exists between this Third Amendment and the original License Agreement, as previously amended, the terms of this Third Amendment shall control.

[Signature Page Follows]

In Witness Whereof, the parties hereto have entered into this Second Amendment to the Fox Valley Ice Arena Facility License Agreement dated October 1, 2008 as amended by the First Amendment to the Fox Valley Ice Arena Facility License Agreement dated October 14, 2009, all as of the date first above written.

LICENSOR:

LICENSEE:

Forest Preserve District of Kane County

Centrum East-West Arenas Venture, L.L.C.

By:\_\_

Its President

By:\_\_\_ Its Manager