

## TEXAS STARS STH TERMS AND CONDITIONS

### 2019-2020 AHL Season

This agreement by and between Texas Stars, Limited Partnership (“Texas Stars”) and STH, as defined below, governs STH’s purchase of tickets for admission and seating (each a “Ticket”) to attend Texas Stars games, as set forth in Section 2. By tendering payment to Texas Stars and/or accepting a Ticket, Texas Stars Season Ticket Holders (“STH”) signify acceptance and agreement to be bound by the following terms and conditions (the “Terms”). For purposes of these Terms, “STH” is defined as any individual or corporate entity that agrees to purchase a (i) full-season package (a “Full-Season STH”), a (ii) 24 game package (“24 Game Package STH”), and/or (iii) any other multi-game package, including mini-game plans (a “Other Multi-Game Package STH”). A full-season package, 24 game package, and other multi-game package, including mini-game plans, also referred to herein collectively as , a “Ticket Package”).

You, the STH, acknowledge and agree to the following:

**1. All Sales are Final; No Refunds.** Any monies or other compensation paid or deposited by a STH on their STH account (“Account”) is non-refundable. The ticket purchase price is a fixed amount payable by STH and STH will not be due any compensation including without limitation, in the case of inability of or failure by STH to use any or all of the Tickets. Any monies paid or deposited on a STH Account must be applied to the purchase of Texas Stars regular season games for the 2019-2020 season. Any credits left on an Account after the 2019-2020 regular season are non-refundable and cannot be applied towards the purchase of playoff Tickets. Payment must be timely made on or before the agreed upon payment plan dates. Delivery of Tickets shall be made prior to the applicable hockey season, and only upon receipt by the Texas Stars of full payment of all monies currently due in connection with the applicable STH Account. For STHs that are set-up on installment payment plans, in the event that such STH fails to timely make any required payments, the Texas Stars reserve the right to either (a) withhold STH’s Tickets for upcoming games until such time as payment is made and the Account is in good standing, or (b) terminate STH’s Account, with any payments made prior to the termination date forfeited by STH.

**2. Revocable License.** Each Ticket featured as a part of a STH Season Ticket Package is a revocable license issued by the Texas Stars to the individual or the corporate entity listed on the STH Account of record. A Ticket entitles the holder to admission to American Hockey League (“AHL”) pre-season and regular season home games of the Texas Stars for the 2019-2020 season presented by Texas Stars, Limited Partnership and played at the H-E-C Center at Cedar Park (the “Arena”). Breach of any of these Terms shall entitle the Texas Stars to all legal remedies available to it, including, without limitation, revocation or cancellation of the applicable STH Account. The Texas Stars reserve the right to refuse to sell tickets to any individual or to any entity for any lawful reason.

**3. STH Payment Plan Terms.** The following terms are applicable to each STH Account and each STH agrees to the following by agreeing to purchase a Texas Stars’ Season Ticket Package:

*I, the STH, hereby authorize the Texas Stars to process payment of the balance according to my payment plan election outlined and agreed to by me in my agreement with the Texas Stars to purchase a Ticket Package or selected and agreed to by me during my season ticket renewal process for my account. I further authorize the Texas Stars to automatically charge my credit card, debit card, or to initiate deductions from the account specified by me, per the terms and conditions of the agreement between the*

*Texas Stars and me, in order to process the payment plan. I agree that no prior notification will be provided unless the date or amount of the payment changes, in which case notice will be provided a minimum of ten (10) days in advance of payment. I understand that if I cancel this authorization, such cancellation does not relieve me of my payment obligations under my agreement to purchase a Texas Stars Ticket Package (please contact your financial institution regarding your right to cancel automatic payments). Please retain a copy for your records.*

*I understand that my payment plan agreement with the Texas Stars will be made at the time of purchase and/or renewal of my Ticket Package, and I may request a copy of my payment plan terms from the Texas Stars after the time of purchase and/or renewal requesting that the Texas Stars provide such payment plan terms within two (2) business days of my request.*

*The payment plan agreement is subject to the terms of the Truth in Lending Act (TILA). I hereby acknowledge my awareness that (i) I am not being assessed a finance charge for participating in the payment plan; (ii) the balance is not subject to any assessed interest; (iii) I am not subject to any pre-payment penalty for paying the balance in advance of the designated payment plan dates; and (iv) late payment plan payments are subject to the Terms. I hereby further acknowledge that I have been provided with all necessary information relating to the purchase of the Texas Stars Ticket Package and my participation in the payment plan, and that Texas Stars have my express authorization to process payment of the balance and the payment plan as outlined and agreed to by me at the time of purchase and/or renewal of my Texas Stars Ticket Package. Should I have any questions regarding this transaction as it relates to TILA, I have been advised that I may contact the Texas Stars.*

**4. Partial Payments.** STH acknowledges that partial payment of the STH balance or use of any of the Account Tickets indicates acceptance of these Terms and constitutes a legal obligation on the part of STH to remit the entire Account balance. Any partial payments received by the Texas Stars or any of its affiliates are not refundable. The Texas Stars reserve the right to charge a processing fee in the event that an authorized charge is refused by STH's financial institution for any reason. In the event that the Texas Stars (or any of its affiliates) incur any fee/expense associated with the collection of any outstanding Account balance from STH, STH shall be liable for all such expenses (including, without limitation, attorney's fees, court costs, and collection agency fees) incurred by the Texas Stars or its affiliates.

**5. Resale Limitations.** The Texas Stars acknowledge that STH may not be able to use each of the Tickets in their STH Account. STH acknowledges that the spirit of being a part of the STH 'club' is not to generate financial gain or benefits for STH, but rather is rooted in a desire to support the Texas Stars. As such, STH acknowledges that his/her resale and/or trade activity may be monitored and tracked by the Texas Stars, and, in the event that STH sells, attempts to sell, or engages a third party to sell on his/her behalf a majority of the Account Tickets, the Texas Stars reserve the right to cancel the STH Account (the "Resale Breach Termination Right"). In the event that the Texas Stars elect to exercise its Resale Breach Termination Right, the Texas Stars will provide STH with written notice of such election, and, as applicable and in the Texas Stars' sole discretion, (i) issue STH a full refund for any unplayed Texas Stars games encompassed within the applicable STH Account that STH has paid for, or (ii) relieve STH of its obligation to pay the balance as it relates to any unplayed Texas Stars' games (STH shall remain obligated to satisfy any portion of the balance that relates to any Texas Stars games that predate the date of Account termination/suspension). Following the exercise of the Resale Breach Termination Right by the Texas Stars, the Texas Stars shall have no further obligation to STH, whether under this agreement or otherwise (including, without limitation, forfeiting any interest, if any, in any playoff tickets).

**6. Right to Suspend or Terminate STH Rights for Cause.** The Texas Stars reserve the right to suspend or cancel a STH's privileges (including refusal by the Texas Stars to honor any Account tickets) for reasonable cause. For purposes of these Terms and any accompanying season ticket purchase agreement, "reasonable cause" shall include, without limitation, failure to timely remit Account payments and/or a violation of these Terms.

**7. Renewal Option; Relocation Election.** Without in any way limiting its rights, the Texas Stars may, in the Texas Stars' sole discretion, offer a STH, provided that the STH's Account is in good standing and subject to the terms and conditions imposed herein and/or in any targeted formal communication from the Texas Stars, the opportunity to (i) renew their STH Account seats (the "Renewal Option") and (ii) participate in a "Relocation Election", wherein STH may, subject to STH's priority ranking, elect to relocate, increase, or otherwise modify their Account seats. In order to participate in the Renewal Option, STH must timely (i) communicate in writing their desire to renew their Account seats to their designated Account representative (subject to any deadlines imposed by the Texas Stars), (ii) pay the initial payment installment, and (iii) not otherwise be in default. Following timely renewal by STH, the Texas Stars may provide the STH the option to participate in a Relocation Election. The Texas Stars covenant to use good faith in establishing the priority ranking and in executing the Relocation Election. Notwithstanding the foregoing, STH hereby acknowledges that the Texas Stars, at its discretion, reserve the right to modify, alter, or otherwise cancel the Relocation Election program and/or to restrict the inventory available for the Relocation Election. Furthermore, STH hereby acknowledges that any renewal privilege referenced herein is extended solely at the option of the Texas Stars and is subject to revocation at any time.

**8. Transfer of Account.** Except in the case of a transfer to an immediate family member (defined hereunder as a spouse, father, mother, son or daughter), STHs do not have the right to transfer their STH Account seats to another individual or entity. In the event that STH desires to transfer their Account to another individual or entity, STH shall submit a written request to the Texas Stars for consideration by the Texas Stars. The determination of whether to grant, withhold, condition, or deny the request may be made at the discretion of the Texas Stars. In the event that such a transfer is granted, STH shall comply with all reasonable procedures required by the Texas Stars to effectuate the transfer. Notwithstanding the foregoing restrictions, a STH may, under the following limited circumstances and following a receipt of a written request by the Texas Stars from STH, modify the name on the Account following: (i) a legal name change; (ii) a change in marital status; (iii) a change of the legal business name of the business listed on the Account; (iv) dissolution of the business listed on the Account; (v) sale of the business listed on the Account; (vi) or death of the STH of-record on the Account (each a "Justified Account Name Change"). In order to facilitate a Justified Account Name Change, the Texas Stars may require reasonable proof from the STH (e.g., in the case of a legal name change, STH may be required to furnish documentation from the Social Security Administration evidencing such formal name change).

**9. ADA Accessible Seating.** Subject to applicable law, STH acknowledges that he/she may be required to represent and warrant, in writing, to the Texas Stars that ADA Accessible seating is legitimately warranted.

**10. No Right to 'Split' Account.** STH is expressly prohibited from 'splitting' the Account seats to capitalize on promotional initiatives or offers from the Texas Stars or any of its affiliates or related entities.

**11. Eliminated Seats; Relocation Offer.** In the event that any seats featured in any STH Account are eliminated from the Texas Stars' available 'to be sold' inventory (for instance, due to any Arena

renovations or any seat layout restructuring mandated by the AHL), or in the event that any such STH seats otherwise become unavailable due to any reason other than bad faith on the part of the Texas Stars (a “Dislocated STH”), the Texas Stars may offer such Dislocated STH an option to relocate the impacted STH seats to another available location in the Arena (the “Relocation Offer”). Following receipt of a Relocation Offer from the Texas Stars, the Dislocated STH shall have seven (7) calendar days to respond to the Texas Stars with its election (either to accept the Relocation Offer or to reject the Relocation Offer). In the event that the Dislocated STH elects to accept the Relocation Offer, the parties shall finalize the terms of such new STH account seats and the Dislocated STH shall be responsible for any additional cost associated with the new seats (e.g., if the new seats are an upgrade in location from the original seats, the Dislocated STH shall be responsible for such upgrade charge). In the event that the Dislocated STH elects to reject the Relocation Offer, the Texas Stars shall, within fourteen (14) calendar days of receipt of such rejection notice from the Dislocated STH, issue the Dislocated STH a full refund for the value of the any Tickets for any paid but unplayed games on the affected STH Account. STH hereby agrees and acknowledges that its exclusive remedy in the case of a dislocation as outlined in this Section 11 shall be the Relocation Offer, and, as applicable, a refund of any monies paid by such Dislocated STH in connection with the dislocated/eliminated seats.

**12. Texas Stars Playoffs.** In the event that the Texas Stars qualify for the AHL playoffs, tickets to the first round of any such playoff home games are provided at no additional cost above and beyond the STH Account fees for the regular-season for **Full-Season STHs**. The Texas Stars will communicate playoff ticket options (and the corresponding pricing structure) to each STH prior to the end of the then-current regular season. STH shall have a designated response time to either accept or reject any offered playoff tickets (the “Acceptance Deadline”). **Full-Season STHs** will be provided with a first right of refusal to purchase their regular-season seat locations for each playoff home game in subsequent playoff rounds (same quantity, same location). In the event that such Full-Season STH desires purchasing the playoff tickets, the Full-Season STH shall timely comply with the Acceptance Deadline. **24 Game Package STHs** and **Other Multi-Game Package STHs** shall be provided the right of first refusal to purchase their regular-season seat locations (same quantity, comparable location) for each playoff home game prior to the general public. In the event that such 24 Game Package STH or Other Multi-Game Package STH desires purchasing the offered playoff tickets, the 24 Game Package STH or Other Multi-Game Package STH shall timely comply with the Acceptance Deadline.

In the event that STH does not timely accept the playoff ticket offer, the Texas Stars shall have no further obligation to STH in connection with such playoff tickets and the Texas Stars may, at its discretion, sell the tickets to a third party. It is further understood that: (i) playoff tickets for the all STHs will be made available on a ‘complete package’ basis only (meaning, Full-Season STHs will be required to purchase the tickets for each home playoff game after the first playoff round and 24 Game Package STHs and Other Multi-Game Package STHs will be required to purchase the tickets for each playoff game); (ii) STHs will be charged only for the number of games that are played each round (e.g., if only two homes games are played in round 2, the STH will be charged for two games that round); (iii) playoff fees are due in accordance with invoice terms, and (iv) only Full Season STHs, exclusive of Half-Season STHs and Other Multi-Game Package STHs, will be provided complimentary tickets for the first playoff round (same quantity, same location). The Texas Stars reserve the right to require payment in-full for any playoff tickets prior to the start of the playoffs. Single playoff game tickets are not guaranteed to be made available to STHs via the STH program.

**13. WAIVER, ASSUMPTION OF RISK AND RELEASE OF LIABILITY.** STH RECOGNIZES AND ACKNOWLEDGES THAT HIS/HER ADMISSION TO THE ARENA IS

VOLUNTARY AND MAY RESULT IN PERSONAL INJURY AND/OR PROPERTY DAMAGE (INCLUDING DEATH). STH ASSUMES ALL RISKS INCIDENTAL TO HIS/HER ATTENDANCE AT THE GAME/EVENT, INCLUDING, WITHOUT LIMITATION, THE RISK OF PERSONAL INJURY (WHETHER CAUSED BY PUCKS, STICKS, OTHER OBJECTS, OR OTHER PERSONS/PATRONS) AND/OR THE RISK OF LOST, STOLEN, OR DAMAGED PROPERTY, WHETHER SUCH RISK OCCURS PRIOR TO, DURING, OR SUBSEQUENT TO THE APPLICABLE GAME/EVENT. STH AGREES THAT (I) TEXAS STARS MANAGEMENT, INC., (II) TEXAS STARS, LIMITED PARTNERSHIP (III) H-E-B GROCERY COMPANY, LP (IV) DALLAS SPORTS & ENTERTAINMENT, L.P., (V) THE CITY OF CEDAR PARK, (VI) THE AMERICAN HOCKEY LEAGUE (“AHL”), AND EACH OF THE FOREGOING ENTITIES’ RESPECTIVE AFFILIATES, PARENTS, RELATED ENTITIES, OWNERS, GOVERNORS, OFFICERS, DIRECTORS, PARTNERS, PRINCIPALS, ATTORNEYS, EMPLOYEES, AND AGENTS (TOGETHER, THE “ENTITIES”) ARE EXPRESSLY RELEASED BY STH FROM ANY AND ALL CLAIMS ARISING FROM OR RELATING TO SUCH CAUSES OR OTHERWISE OCCURRING AT OR IN CONNECTION WITH AN ARENA EVENT.

#### **14. Limitations and Conditions of Use.**

**A. Compliance with Laws and Venue Rules.** STH will be bound by all terms and conditions upon which the Tickets for admission to the Arena are issued and will observe at all times the rules, regulations, policies and limitations related to admission, behavior, and use of the Arena (currently available at <http://www.hebcenter.com/plan-your-visit/a-to-z-fan-guide-arena-policies>), as they may be modified from time to time (the “Arena Rules”), and all applicable laws, statutes, rules, regulations, decisions, and orders of any applicable federal, state or local governments, administrative agencies and commissions (collectively, “Laws”). The Texas Stars and Arena reserve the right to refuse admission, eject, and/or revoke the right to enter or remain in the Arena, without refund, for anyone failing to comply with the applicable Arena Rules or Laws or engaging in any misconduct, as determined by the Texas Stars or Arena in its sole discretion.

**B. Fan Behavior.** Any STH or ticket holder that behaves in an unruly or disruptive manner at the Arena, including, without limitation, aggressive or foul language, intoxication, or physical or verbal abuse of Arena employees, other fans, game officials, players, or coaches either during, before, or after a game may be asked to leave the Arena. In the event that a STH (or any individual to whom STH has given/sold his tickets) engages in such unruly behavior, the Texas Stars reserve the right to terminate the applicable STH Account without refund or other compensation to the STH of-record, in accordance with these Terms and AHL policy.

**C. Usage of Image.** The Texas Stars, the AHL, each of their respective related entities and agents, sponsors, and licensees shall have the unrestricted right and license to use the image, likeness, name, voice, comments, or other proprietary or public rights of STH and any minor accompanying STH, in any broadcast, telecast, photograph, video, audio sound, audiovisual feature and/or other recording taken at the Arena or in connection with any event being presented at the Arena, for all purposes, worldwide and in perpetuity, and in any and all media, whether now know or hereinafter developed, without compensation to STH or any minor accompanying STH.

**D. STH Conduct Restrictions.** By use of any STH Account Ticket, STH agrees that (i) he or she will not transmit (or aid in transmitting) any information about the game/event to which STH is granted admission, including, but not limited to, any account, description, picture, video, text, audio, reproduction, or other information concerning the event, the Arena, or the Texas Stars (collectively, the

“Event Information”); (ii) the Texas Stars, the American Hockey League, and any featured corporate sponsor/partner, each as applicable, shall be deemed the exclusive owner of any and all copyrights and other proprietary rights in the Event Information; and (iii) STH Account Tickets may not be used for advertising, promotion (including contests and sweepstakes), or other commercial purposes without the prior written consent of the AHL and/or the Texas Stars, as applicable.

**E. Searches.** STH and any guest accompanying STH consents to searches by the Texas Stars, the Arena, and/or their designated agents of all persons, bags, clothing and other articles prior to entry into the Arena, and each of the aforementioned entities reserve the right to require removal of items it deems, in such entity’s sole discretion, to be potentially dangerous, inflammatory, inappropriate, or otherwise in violation of the Arena Rules.

**F. Personal Property.** The Texas Stars and the Arena are not responsible for loss of personal property brought into the Arena.

**15. No Liability for Financial Damages to STH.** Under no circumstances shall the Texas Stars (or any of its affiliates or related entities be liable to STH (or any of its agents or assigns) for any indirect, special, or consequential damages of any kind resulting from the Texas Stars’ alleged breach of these Terms or any corresponding agreement.

**16. Reservation of Rights.** The Texas Stars reserve the right, in their sole discretion, to amend, revise, update, or modify any policies, pricing, or procedures relative to STH accounts upon notice to the STH of record. Season ticket sales in future seasons are subject to any changes, limitations, and/or deadlines that the Texas Stars may adopt. The purchase of a Ticket Package for one season does not entitle a season ticket holder to purchase season tickets in any subsequent year.

**17. League Special Events.** The STH acknowledges and agrees that Tickets being purchased hereunder are solely for the 2019-2020 AHL preseason and regular season home games played by the Texas Stars at the Arena, and for the avoidance of doubt, shall not include tickets, or the right to purchase tickets, to any other event or game, including but not limited to, and AHL All Star or AHL Draft event (“League Special Events”) held in the Texas Stars’ market or hosted by the AHL at the Arena or otherwise in which the Texas Stars participate.

**18. Preemption.** STH acknowledges and agrees that the Texas Stars and/or AHL may cancel, postpone, reschedule or relocate games or events for any reason (e.g. move a regular season game of the Texas Stars from the Arena to an alternate venue for the purposes of playing a League Special Event), as determined in its/their sole discretion, as well as to modify or discontinue, temporarily or permanently, any aspect of the rules, operations and presentations of AHL games and events (“Preemption”). In the event that any game or event for which Tickets have been sold to STH is not played or presented in the Arena for any reason, including, but not limited to, Preemption, such event shall in no way be deemed, argued or construed to be a breach by the Texas Stars of any terms, conditions, agreement or any other duties or obligations in connection with the sale and use of these Tickets and, in such event, the STH’s sole remedy shall be a pro-rata account credit or refund equal to the price paid for these Tickets as specified in the ticket invoice, and the STH hereby waives and releases any and all claims it may have against the Texas Stars and/or the AHL with respect to such game(s) or event not played or presented at the Arena.

**19. Waiver and Severability.** No delay of or omission in the exercise of any right, power or remedy accruing to the Texas Stars under these Terms shall impair any right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power, or remedy. In case any provision of these Terms shall be invalid, illegal or unenforceable, such provision shall be severed from these Terms.

The validity, legality and enforceability of the remaining provisions of these Terms shall not in any way be affected or impaired thereby and a reasonable interpretation will be used to replace any ambiguity therein created.

**20. Governing Law and Venue.** This agreement will be governed by and construed in accordance with the laws of the state of Texas without regard to conflict of law principles. The exclusive venue for any dispute arising hereunder shall be in Williamson County, Texas.

Any violation of these Terms shall be cause for suspension or termination of the STH Account by the Texas Stars. Following any such suspension or cancellation by the Texas Stars, the Texas Stars may, at its discretion, reassign the STH Account rights without further obligation to the original STH. Notwithstanding the foregoing, STH shall remain liable for any outstanding financial obligations associated with the STH Account.

**[END OF TERMS]**