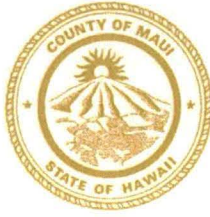


MICHAEL P. VICTORINO
Mayor

KARLA H. PETERS
Director

JOHN L. BUCK III
Deputy Director



RECEIVED
2019 MAY 29 PM 12:14
OFFICE OF THE MAYOR

DEPARTMENT OF PARKS AND RECREATION

700 Hali'a Nakoa Street, Unit 2, Wailuku, Hawaii 96793
Main Line (808) 270-7230 / Facsimile (808) 270-7942

May 29, 2019

Honorable Michael P. Victorino
Mayor, County of Maui
200 South High Street
Wailuku, Hawaii 96793

For Transmittal to:

Honorable Kelly T. King, Chair
and Members of the Maui County Council
200 South High Street
Wailuku, Hawaii 96793

Dear Chair King and Members:

SUBJECT: PROPOSED RESOLUTION AUTHORIZING THE PROPOSED MAUI INVITATIONAL BASKETBALL TOURNAMENT LICENSE AGREEMENT, PURSUANT TO SECTION 13.04A.100, MAUI COUNTY CODE

I am transmitting a proposed resolution entitled, "AUTHORIZING THE PROPOSED MAUI INVITATIONAL BASKETBALL TOURNAMENT LICENSE AGREEMENT, PURSUANT TO SECTION 13.04A.100, MAUI COUNTY CODE."

The purpose of the proposed resolution is to continue the annual Maui Invitational Basketball Tournament at the Lahaina Civic Center, and have negotiated a proposed License Agreement for the period 2021 through 2030.

May I respectfully request that this matter be referred to the appropriate Council committee for review and discussion.

Thank you for your attention to this matter. Should you have any questions or require additional information, please contact me at Ext. 7230.

Sincerely,

A handwritten signature in black ink, appearing to read "Karla H. Peters", is written over a horizontal line.

KARLA H. PETERS
Director of Parks and Recreation

Attachment

c: John L. Buck, Deputy Director
Lisa Almeida, Park Permits Officer

KHP:lms

APPROVED FOR TRANSMITTAL

Michael P. Victorino 5/30/19
Mayor Date

OFFICE OF THE
COUNTY CLERK

2019 MAY 30 AM 11:02

RECEIVED

OFFICE OF THE
COUNTY COUNCIL

2019 MAY 30 PM 1:05

RECEIVED

Resolution

No. _____

AUTHORIZING THE PROPOSED MAUI INVITATIONAL BASKETBALL
TOURNAMENT LICENSE AGREEMENT, PURSUANT
TO SECTION 13.04A.100, MAUI COUNTY CODE

WHEREAS, the County of Maui and Kemper Sports Marketing, Inc. desire to continue the annual Maui Invitational Basketball Tournament at the Lahaina Civic Center, and have negotiated a proposed License Agreement for the period 2021 through 2030, attached hereto and by reference incorporated herein as Exhibit "1";

WHEREAS, the existing License Agreement remains in effect through 2020, and is attached hereto and incorporated herein as Exhibit "2", with Amendment 1 to that License Agreement attached hereto and incorporated herein as Exhibit "3"; and

WHEREAS, in each year of the tournament, the tournament period is only three days, but the set-up and take-down for the event causes the license period to extend in excess of five days per event; and

WHEREAS, in accordance with Section 13.04A.100(D), Maui County Code, a permit shall not exceed five consecutive days unless authorized by the Council of the County of Maui by resolution; now, therefore,

BE IT RESOLVED by the Council of the County of Maui:

1. That it does hereby authorize the Mayor, or the Mayor's duly authorized representative, to execute the Maui Invitational Basketball Tournament License Agreement in the form attached hereto as Exhibit "1"; and

Resolution No. _____

2. That certified copies of this Resolution be transmitted to the Mayor; the Director of Parks and Recreation; the Director of the Department of Finance; and Kemper Sports Marketing, Inc.

APPROVED AS TO FORM
AND LEGALITY:

A handwritten signature in black ink, appearing to read "Mimi Desjardins", is written over a horizontal line.

MIMI DESJARDINS
Deputy Corporation Counsel
LF 2019-0458
2019-05-23 Resolution

MAUI INVITATIONAL BASKETBALL TOURNAMENT LICENSE AGREEMENT

This License Agreement (this "Agreement") made and entered into this ____ day of _____, 2019, by and between the COUNTY OF MAUI, a political subdivision of the State of Hawaii, whose principal place of business and mailing address is 200 South High Street, Wailuku, Hawaii 96793, (the "Licensor") and Kemper Sports Marketing, Inc. an Illinois corporation, whose principal place of business and mailing address is 10 South Riverside Plaza, Suite 1844, Chicago, Illinois 60606 (the "Licensee," and together with the Licensor, the "Parties").

WITNESSETH:

1. Description of Licensed Premises. Licensor, for and in consideration of the fact that the Activities (as hereinafter defined) may bring considerable publicity, tourism and ancillary revenues to Licensor, and other good and valuable consideration, does hereby authorize the use of the Lahaina Civic Center in Lahaina, which is owned by Licensor and consists of a gymnasium, amphitheater, social hall, bathroom facilities, parking lots, and ancillary facilities, identified as TMK Nos. (2) 4-5-021:010 por. and (2) 4-5-021:016, and depicted on Exhibits A through D, attached hereto and incorporated by this reference, (collectively the "Premises"), during the license periods hereinafter set forth, and the right of ingress and egress thereto as herein provided.

2. Term.

a. This Agreement shall become effective upon execution and expire on December 31, 2030, unless terminated earlier by the Parties pursuant to the terms hereof, or extended by mutual written agreement of the Parties (the "Term").

b. Should both Parties wish to extend the Term, the Parties shall begin negotiating an amendment to this Agreement no later than sixty (60) calendar days after the 2028 Activities and shall submit a proposed amendment to this Agreement to the Maui County Council no later than sixty (60) calendar days after the 2029 Activities.

c. For purposes of clarity, the Parties acknowledge and agree that this Agreement, while effective upon execution, applies to use of the Premises for the License Periods beginning in Fiscal Year 2021. Use of the Premises for Fiscal Years 2019 and 2020 shall continue to be governed by the terms and conditions of the Maui Invitational Basketball Tournament License Agreement dated as of December 15, 2004, as amended by the First Amendment effective as of December 3, 2012, which remains in full force and effect (the "2005 – 2020 Agreement").

3. Use of the Premises. Licensee warrants, covenants, and agrees that:

a. Licensee shall only use the Premises for the purpose of setting up, conducting and dismantling the Maui Invitational Basketball Tournament, including related Maui Invitational activities and ancillary events (collectively, the "Activities") in partnership with Chaminade University, and for no other purpose.

b. Licensee shall comply with §13.04A.070, Maui County Code, and shall use best efforts to ensure compliance of attendees of the Activities with such ordinance.

c. Licensee's use of the Premises as contemplated by this Agreement is hereby authorized and approved by the County of Maui, Director of Parks and Recreation (the "Director"). Any changes in use of the Premises beyond those contemplated by this Agreement shall be at all times subject to the Director's or a designated representative's prior approval, which shall not be unreasonably withheld or frustrate the purpose of this Agreement.

d. Unless otherwise specified herein, Licensee is hereby authorized exclusive use of the Premises for the Activities between 7:00 a.m. and 10:00 p.m. (Hawaii Standard Time) beginning on the date which is seven (7) days before the Maui Invitational Tournament and ending on the date that is two (2) days after the end of the Maui Invitational Tournament, for a total of twelve (12) days (the "License Period"). The Maui Invitational Tournament shall take place on the following dates (unless the parties agree to other dates in writing). Any additional access to the Premises is subject to the reasonable approval and discretion of the Director. The Director has reasonable discretion to designate the locations where equipment and/or materials may be stored by Licensee prior to and after the Activities.

Tournament Dates	License Periods
November 22, 23, and 24, 2021	November 15 – 26, 2021
November 21, 22, and 23, 2022	November 14 – 25, 2022
November 20, 21, and 22, 2023	November 13 – 24, 2023
November 25, 26, and 27, 2024	November 18 – 29, 2024
November 24, 25, and 26, 2025	November 17 – 28, 2025
November 23, 24, and 25, 2026	November 16 – 27, 2026
November 22, 23, and 24, 2027	November 15 – 26, 2027
November 20, 21, and 22, 2028	November 13 – 24, 2028
November 19, 20 and 21, 2029	November 12 – 23, 2029

November 25, 26 and 27, 2030	November 18 – 29, 2030
------------------------------	------------------------

e. Licensee shall be permitted to remove its personnel, equipment, and/or materials up to two (2) calendar days after the date the Activities are concluded. Licensee shall remove all of its personnel, equipment, and/or materials from the Premises before the end of each License Period, unless otherwise extended by the Director. In the event Licensee fails to remove its equipment and/or materials before such time, Licensors shall have the right to remove and transport the same to storage at Licensee's expense, and Licensee waives and releases Licensors from all claims for damages or loss incurred in connection with said removal or storage.

f. No risk, liability, or responsibility for any loss or damage to Licensee's property is assumed by Licensors, and Licensee shall not make any claim, either in law or in equity, for any loss or damage incurred, unless caused by the negligence or willful misconduct of Licensors or its employees or agents.

g. Licensee shall not use, generate, manufacture, treat, handle, refine, produce, store, discharge, release, dispose of or allow to exist on or about the Premises, any hazardous material, except in full compliance with all applicable federal, state, and county environmental laws and with prior written consent of Licensors. Licensee shall have no responsibility for hazardous materials brought to the Premises by anyone other than Licensee or its employees or agents or hazardous materials existing at the Premises prior to the time Licensee accessed the Premises.

4. Nature of this License. Licensee and Licensors agree that the nature of this license is as follows:

a. By this Agreement, Licensors grants a license to Licensee allowing Licensee to enter and use the Premises for the specific and limited purpose set forth herein and during the license periods stated herein.

b. This license grants Licensee a personal privilege to use the Premises for the particular purpose set forth herein. This license cannot be extended to purposes other than the specific and limited purpose stated herein without amendment of this Agreement. If Licensee exceeds the scope of the license, Licensors may treat Licensee as a trespasser.

c. This license does not convey to Licensee any interest in the land of Licensors and shall not be construed as an easement or a lease. Licensee holds no estate in the Premises. At all times hereunder, Licensors retains legal possession of the Premises, and Licensee has only a personal privilege to enter for the particular purpose stated herein. Except as otherwise provided for herein, Licensors shall retain ownership of all improvements of whatever kind or nature located on or about the Premises, including all improvements that may be made

during the Term of, or pursuant to, this Agreement, unless otherwise agreed by the Parties prior to making any such improvements.

d. This license is personal in nature and is limited to the undersigned Parties and is not assignable without the prior written consent of both Parties.

5. Acceptance of Premises, Repairs, Alterations, Improvements Thereon, and Ownership of Improvements.

a. Licensee accepts the Premises in the condition they are in at the commencement of each license period and agrees to make no alterations, additions, excavations, or improvements to the Premises without Licensors prior written consent.

b. Licensee and Licensors shall conduct a "walk-through" inspection of the Premises 120 days prior to each year's Activities. Licensee may request, and Licensors may at its discretion make, reasonably necessary repairs prior to the Activities.

c. Except as otherwise provided herein, Licensors has made no representations or warranties concerning the condition of the Premises or their suitability for the use intended to be made thereof.

d. Licensee agrees to accept and assume all reasonable risks with respect to entry upon the Premises and the conditions thereof, including without limitation any latent or patent conditions. Licensors represents and warrants that, as of the effective date of this Agreement, it is not aware of any latent or patent conditions at the Premises which would interfere with the Activities or other terms and provisions of this Agreement. To the extent that, after the effective date of this Agreement, Licensors becomes aware of any latent or patent conditions at the Premises which would interfere with the Activities or other terms and provisions of this Agreement, Licensors shall promptly notify Licensee of such conditions.

e. Licensee shall maintain the Premises and any improvements thereof in the condition in which they existed prior to Licensee's occupancy of the Premises, normal wear and tear excepted. Licensee shall pay to Licensors the actual reasonable cost of repairs or replacements for any and all damages caused by the Activities within thirty (30) calendar days after notification of the cost of such repairs or replacements.

f. No later than the end of the license period, Licensee agrees to remove all decals and stickers, and repair any damage to the gymnasium court floor in order to restore said court to the same or better condition as it was prior to the license period. Further, Licensee agrees to employ a licensed contractor who specializes in gymnasium court flooring to perform all court decal and sticker removal, repair, and restoration.

g. Licensors shall at all times during the Term maintain the Premises and any improvements thereof in good condition and repair and ensure that the Premises and any improvements thereof are suitable for the conduct of the Activities.

h. Licensors shall at all times maintain the Premises, including the playing floor, in accordance with the latest National Collegiate Athletic Association ("NCAA") regulations and standards in effect.

i. Licensors shall allow Licensee to use all ancillary equipment and materials made available to Licensee by Licensors in connection with Activities taking place prior to the date of this Agreement.

j. Licensee understands that an air conditioning system has been installed on the Premises, and Licensors agree that it shall maintain such air conditioning system in good working order throughout the Term.

6. Fees and Deposits.

a. Annual License Fee. The annual license fee for use of the Premises for the Activities during the License Periods specified in this Agreement shall be as set forth in Exhibit E attached hereto (the "Annual License Fee").

b. Custodial Deposit Fee. A Custodial Deposit Fee for cleaning and restoration of the Premises, including the Gymnasium, Amphitheatre, Community Center, Meeting Room, Parking Lot(s), Restrooms, and Portable Restroom, shall be assessed in accordance with the rates and fees in the Schedule for each license period. Custodial fee deposits are refundable provided the Licensee fully complies with the custodial deposit requirements as set forth in §13.04A.100.C.2, Maui County Code. Licensors will fully stock the restrooms for the Premises at the start of the license period and Licensee shall fully re-stock the same at the end of the License Period. Licensee shall provide and stock the restrooms during the License Period.

c. Key Deposit Fee. A refundable Key Deposit Fee of \$1,500.00 shall be assessed for each License Period. This deposit shall be refunded in full provided Licensee fully complies with the custodial deposit conditions as set forth above and all issued keys are returned at the end of the license period. Failure to return any issued keys shall result in forfeiture of the key deposit and Licensee shall pay all costs incurred by Licensors to re-key the impacted facilities/locks.

d. Cancellation Fee. Licensee shall provide written notice of cancellation to the Director not less than one-hundred and twenty (120) days before any License Period. If Licensee fails to give written notice of cancellation within such time period, Licensee shall pay a cancellation fee equal to the full amount of the Annual License Fee as described in Section 6.a for that License Period.

7. Default. The occurrence of any one or more of the following events which is not cured in any applicable grace period shall constitute a default under this Agreement (an "Event of Default"):

a. Either Party's failure to pay any sums payable under this Agreement when and as the same shall become due and payable and such failure shall continue for a period of thirty (30) days after written notice thereof from the other Party specifying the item not paid.

b. Either Party's failure to comply with any of the covenants, agreements, terms, or conditions contained in this Agreement and such failure shall continue for a period of thirty (30) days after written notice thereof from the other Party specifying in detail the nature of such failure. Notwithstanding the foregoing, in the event any failure cannot with due diligence be cured within such 30-day period, if the defaulting Party proceeds promptly and diligently to cure the same and thereafter diligently prosecutes the curing of such failure, the time within which the failure may be cured shall be extended in writing by the Director for such period as may be reasonably necessary for the defaulting Party to cure the failure.

8. Parties' Remedies.

a. Upon the occurrence of an Event of Default by Licensee (and after expiration of any applicable grace period), Licenser may:

(i) Seek specific performance of Licensee's obligations or injunctive relief, as applicable;

(ii) Demand payment of any amounts due Licenser under the terms of this Agreement and demand the payment of all costs, damages, expenses, and reasonable attorneys' fees of Licenser arising due to Licensee's Event of Default;

(iii) Proceed to remedy the Event of Default, and in connection with such remedy, Licenser may pay all expenses and employ counsel. All sums so expended or obligations incurred by Licenser in connection therewith shall be paid by Licensee to Licenser, upon demand by Licenser, and on failure of such reimbursement, Licenser shall seek said reimbursement from Licensee, and Licensee agrees to be responsible for all costs, damages, expenses, and reasonable attorneys' fees incurred as the result of Licenser's actions to obtain reimbursement; and

(iv) Terminate this Agreement by written notice of termination to Licensee. Upon proper termination of this Agreement, Licensee shall surrender possession of the Premises to Licenser.

No remedy granted to Licenser is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall

be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, or by statute. No delay or omission by Licensor to exercise any right accruing upon an Event of Default shall impair Licensor's exercise of any right or shall be construed to be a waiver of any Event of Default or acquiescence thereto.

b. Upon the occurrence of an Event of Default by Licensor (and after expiration of any applicable grace period), Licensee may:

(i) Seek specific performance of Licensor's obligations or injunctive relief, as applicable;

(ii) Demand payment of all amounts due Licensee under the terms of this Agreement and demand the payment of all costs, damages, expenses, and reasonable attorneys' fees of Licensee due to Licensor's Event of Default;

(iii) Proceed to remedy the Event of Default, and in connection with such remedy, Licensee may pay all expenses and employ counsel. All sums so expended or obligations incurred by Licensee in connection therewith shall be paid by Licensor to Licensee, upon demand by Licensee, and on failure of such reimbursement, Licensee may, at Licensee's option, deduct all costs and expenses incurred in connection with remedying the Event of Default from any sums due to Licensor from Licensee under the terms of this Agreement and/or seek said reimbursement from Licensor, and Licensor agrees to be responsible for all costs, damages, expenses, and reasonable attorneys' fees incurred as the result of Licensee's actions to obtain reimbursement; and

(iv) Terminate this Agreement by Licensee's written notice of termination to Licensor.

No remedy granted to Licensee is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, or by statute. No delay or omission by Licensee to exercise any right accruing upon an Event of Default shall impair Licensee's exercise of any right or shall be construed to be a waiver of any Event of Default or acquiescence thereto.

c. Litigation. In the event of any litigation under or respecting this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and court costs through all pretrial, trial, appellate, administrative, and post-judgment proceedings.

9. Waiver or Modification of the Agreement. No waiver or modification of this Agreement, or any covenant, condition, or limitation contained in the Agreement, shall be valid unless in writing and duly executed by the Party to be charged. No

evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration or litigation between the Parties arising out of, or affecting the rights or obligations of, the Parties to this Agreement, unless such waiver or modification is in writing and duly executed by the Party to be charged. The Parties further agree that the provisions of this Section may not be waived except as set forth above.

10. Sponsorship; Publicity. Licensors acknowledge and agree that the Maui Invitational Tournament and the Activities may have sponsors selected by Licensee and the name or names of one or more of the sponsors may be used in the name of the Maui Invitational Tournament and in connection with the advertising and promotion of the Activities. In addition, Licensee shall give Licensors appropriate recognition in all printed materials relating to the Activities. The wording and depiction of such recognition shall be approved by Licensors prior to printing and/or use. Licensors agree not to undertake any publicity or promotional activities relating to the Activities or use the name of Licensee in any printed materials without the prior consent of Licensee.

11. Staffing. Licensee shall provide adequate staffing necessary to conduct the Activities and operate the Premises, including but not limited to ticket takers, emergency medical services personnel, security personnel, traffic control personnel, cleaning personnel, repair and maintenance personnel, and public address announcers.

12. Concessions and Parking.

a. Licensors shall review within ten (10) days after notification from Licensee the number, scope and location of all food, beverage and merchandise concessions to be used at the Premises in connection with the Activities. Licensee shall administer all concessions, which may include professional restaurants selected by Licensee. Licensee may also have the option to utilize and engage with one or more non-profit organizations from Maui, Molokai, or Lanai for non-food or beverage service related activities, such as community outreach, basketball clinics or similar initiatives. Licensors can utilize a 10' x 10' space as a concession space, and Licensors will coordinate with Licensee prior to the event each year to assure that its concession does not conflict with the concessions Licensee is utilizing. The Director or a designated representative retains the reasonable discretion to approve or disapprove Licensee's concessionaires based on reasonable health, safety, and welfare considerations and shall do so within ten (10) days after notification from Licensee. Licensee agrees to obtain all necessary permits to operate any concessions and agrees to install any and all temporary concession booths at Licensee's or other private entities' expense. Licensors shall cooperate with Licensee as reasonably necessary to obtain any such permits.

b. Licensee shall manage, supervise and control parking during the Activities in the parking areas identified on Exhibit B attached hereto. Portions of

the upper paved parking lot above the Lahaina Courthouse, shown as Parking Lot #1 on Exhibit B, shall remain available to the public on weekdays between 7:45 a.m. and 4:30 p.m. (excluding the Thanksgiving Day holiday.)

13. Insurance and Indemnification.

a. Licensee shall:

(i) Ensure that adequate medical and personal injury insurance covering all participants in the Activities is obtained, including but not limited to participants practicing, playing, performing, or entertaining on the Premises.

(ii) Obtain and maintain at Licensee's expense during the Term and any executed extension thereof, Comprehensive General Liability insurance written by a United States insurance company in the amount of TEN MILLION DOLLARS (\$10,000,000), which insurance shall: (1) provide personal injury and standard product liability protection; (2) list the County of Maui, its Departments, Agencies, Officers, Directors, Employees and Agents as additional insured; and (3) cover the entire Premises, including all buildings, improvements, parking lots, or parking areas and grounds, all roadways or sidewalks on or adjacent to the Premises in the control or use of Licensor or Licensee, and any and all facilities, premises, and vehicles used in conjunction with said Activities.

(iii) Provide Licensor with evidence of insurance coverage as required herein within thirty (30) days following the execution of this Agreement.

(iv) At least 60 days prior to the License period, Licensee shall provide Licensor with certificates of insurance which provide the following endorsement: "THE COUNTY OF MAUI, ITS DEPARTMENTS, AGENCIES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS ARE NAMED AS ADDITIONAL INSURED. POLICY SHALL INCLUDE A DUTY TO DEFEND THE COUNTY, ITS DEPARTMENTS, AGENCIES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS AGAINST ANY LOSS, LIABILITY, CLAIMS, AND DEMANDS FOR INJURY OR DAMAGE, INCLUDING BUT NOT LIMITED TO, CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY, OR WRONGFUL DEATH, ARISING OUT OF, OR IN CONNECTION WITH LICENSEE'S ACTIONS AND/OR PERFORMANCE OF THIS AGREEMENT. NO EROSION OF LIMIT BY PAYMENT OF DEFENSE COSTS." Licensee shall provide Licensor not less than sixty (60) days' notice prior to any cancellation or material change or reduction in coverage, and no such material change or reduction may be made without written approval of Licensor. For any claims related to this Agreement, Licensee's insurance coverage shall be primary insurance as respects the County, its officers, officials,

employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, and volunteers shall be excess of Licensee's insurance and shall not contribute with it. The submission of insurance documentation to and acceptance by Licensor that does not meet the requirements herein shall not be considered a waiver of Licensee's obligations or Licensor's rights under the terms of this Agreement.

b. Licensee acknowledges that Licensor has provided to Licensee written documentation that Licensor is adequately self-insured as of the date of this Agreement. Licensor agrees that it shall maintain its assets with sufficient liquidity as is necessary to continue to be adequately self-insured during the term of this Agreement.

14. Proprietary Information and Intellectual Property Rights.

a. All information developed by Licensee in relation to the Activities, including, without limitation, all promotional, marketing, sales and operating strategies, programs, software, technology, and other confidential or proprietary information, shall be the exclusive property of Licensee and Licensor may not use or disclose such proprietary information without the advance written consent of Licensee.

b. Licensor acknowledges and agrees that the Activities will be recorded and broadcast by Licensee (itself or through third parties) via various media, including television. Licensee shall own all rights, including intellectual property rights, related to any such recordings or broadcasts and Licensor hereby waives any and all rights in connection with the ownership of any such recordings or broadcasts.

c. In connection with the Activities, Licensee agrees:

(i) To be responsible for any and all costs arising from the use of patented and/or copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of the Activities permitted by this Agreement.

(ii) To secure licenses to use copyrights and similar permissions as necessary in connection with the Activities permitted by this Agreement.

15. Disclaimers and Reservations of Rights.

a. Licensor makes no guarantees, representations or warranties regarding revenue or net income to be derived by Licensee from the Activities, from any concessions, or from any sponsorship or media, television, radio, or broadcast rights or privileges. Similarly, Licensee makes no guarantees, representations or warranties regarding revenue or net income to be derived by

Licensors from tourism or other ancillary revenues associated in any way with the Activities.

b. Licensors shall not be liable for any loss to any personal property, goods, or services associated with the Activities, except to the extent any such loss is due to the negligence or willful misconduct of Licensors, its employees, agents or others for whom it is responsible.

c. Licensors reserves the right to enter and inspect the Premises as deemed necessary at any time without notice to Licensee. Licensors reserves unto itself, its successor and assigns the full use of the Permit Office and District Supervisor Office on weekdays between 7:45 a.m. and 4:30 p.m., the Maintenance Supervisor Office on weekdays between 6:30 a.m. and 11:30 p.m., and the right to grant to others rights and privileges for any and all purposes affecting the Premises, except to the extent that there is a conflict with or frustration of the purpose of this license.

d. In the case of destruction of the Premises, Licensee shall not be entitled to any compensation or damages from Licensors for Licensee's use of the whole or any part of the Premises, or any third party, or any inconvenience or annoyance occasioned by any damage, repair, or restoration, except to the extent any such loss is due to the negligence or willful misconduct of Licensors, its employees, agents or others for whom it is responsible.

16. Compliance with Laws.

a. Licensee and Licensors each agree to:

(i) Observe, perform and comply or require compliance with all present and future laws, ordinances, rules and regulations of the United States, the State of Hawaii, the County of Maui, or any department or agency thereof.

(ii) Not discriminate against anyone on the basis of sex, sexual orientation, national origin, age, race, color, religion, or disability.

(iii) Secure and keep current all licenses or permits required by law to perform its obligations under this Agreement.

b. Notwithstanding anything to the contrary within this Agreement, Licensors will support Licensee's applications to erect tents on the Premises in connection with the Activities, including but not limited to processing each such application within forty-five (45) calendar days of submittal by Licensee.

17. Assignment. Neither party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other, which consent shall not be unreasonably withheld; provided, however, that Licensee

may assign this Agreement without such consent to a company controlling, controlled by, or under common control with it.

18. Excuse of Performance. The Parties shall be excused from performance of this Agreement, in whole or in part, only for the following causes to the extent such cause was not (i) reasonably foreseeable and (ii) within the reasonable control of the Party claiming excused performance:

- a. When performance is prevented by operation of law;
- b. When performance is prevented by an act of the public enemies, or by strike, lockout, Acts of God, acts of government in either its sovereign or contractual capacity (excluding Licensor), condemnation or eminent domain proceedings affecting the Premises (not initiated by Licensor), terrorism, floods, epidemics, quarantine restrictions, fire, delay in transportation, extreme storms, or unavoidable casualty; or
- c. When the NCAA does not certify the Activities as an NCAA-certified tournament. In this event, Licensee may terminate this Agreement with notice to Licensor at the earliest time possible.

19. Cancellation, Interruption, or Preemption of Activities.

Licensor reserves the right in its sole discretion reasonably exercised to interrupt or cancel any Activities, before or during the performance thereof, and to interrupt the Activities in the interest of public safety. If Licensor exercises rights in accordance with this Section, Licensee shall bear all expenses or losses in full and shall not take or allow to be taken any action for damages against Licensor, provided that Licensor shall exercise best efforts to allow resumption and continuation of the Activities as soon as reasonably possible in consideration of the live television broadcast and the costs and expenses to Licensee associated with the Activities.

20. Invalidity and Severability of Unlawful Portions.

a. A determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement. This Agreement shall be construed and performed in all respects as if such invalid or unenforceable provisions were omitted.

b. Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall not be deemed a part of this Agreement.

21. Notices.

Any notices or other communications required or permitted hereunder shall be sufficiently given if in writing and (i) delivered personally; (ii) sent by certified mail, return receipt requested, postage prepaid ("Mail"), or sent by nationally-recognized overnight mail or courier service ("Overnight Courier"), addressed as shown below, or to such other address as the party concerned may substitute by written notice to the other. Any notice will be deemed received (A) upon the date personal delivery is made; (B) three (3) business days after the date it is deposited in the Mail; (C) one (1) business day after it is deposited with an Overnight Courier; or (D) the date upon which attempted delivery of such notice, whether by Mail, Overnight Courier, or personal delivery, is refused or rejected.

a. If to Licensor:

Mayor
County of Maui
Subject: Maui Invitational Tournament
200 S. High Street
Wailuku, Hawaii 96793

With a copy to:

Director
Department of Parks and Recreation
Subject: Maui Invitational Tournament
700 Halia Nakoa Street, Unit 2
Wailuku, Hawaii 96793

b. If to Licensee:

KemperLesnik Communications, Inc.
Tom Valdiserri, EVP/Managing Director
Maui Invitational Tournament
10 South Riverside Plaza, Suite 1844
Chicago, Illinois 60606

With a copy to:

Kemper Sports Marketing, Inc.
10 South Riverside Plaza, Suite 1844
Chicago, Illinois 60606
Attention: General Counsel

The above addresses and addressees may be changed by giving notice of such change in the manner provided herein for giving notice. Unless and until such written notice is received, the last address and addressee given shall be deemed to continue in effect for all purposes.

22. Complete Agreement.

This Agreement represents the entire agreement between the Parties and supercedes all prior or contemporaneous agreements. The Parties mutually agree that neither has made any representation with respect to the subject matter of this Agreement, except such representations as are specifically set forth herein, and each Party acknowledges that the Party has relied on the Party's own judgment in entering into this Agreement. The Parties further acknowledge that any payments or representations that may have heretofore been made by either of them to the other are of no effect and that neither has relied thereon in connection with dealings with each other.

23. Assistance of Legal Counsel. The Parties represent and certify to each other that they have been advised to seek the advice of legal counsel and have done so. The Parties have carefully read and fully understand all of the provisions and effects of this Agreement, and have thoroughly discussed all aspects of this Agreement with their respective counsel; that they are voluntarily entering into this Agreement; and that no Party or its agents, representatives or attorneys have made any representations concerning the terms or effects of this Agreement other than those contained herein.

24. Interpretation Under Hawaii Law. This Agreement is made and entered into in the State of Hawaii, and shall in all respects be interpreted, enforced and governed under the laws of the State of Hawaii.

25. Provisions are Covenants and Conditions. All provisions, whether covenants or conditions, on the part of Licensee and Licensor are deemed to be both covenants and conditions.

26. No Party Deemed Drafter.

a. All provisions of this Agreement have been negotiated by the Parties at "arm's length" and with full representation of effective legal counsel and the parties agree that neither Party shall be deemed the drafter of this Agreement and further that in the event that this Agreement shall ever be construed by a court of law, such court shall not construe this Agreement or any provision of this Agreement against either Party as the drafter of this Agreement

b. The Parties intend that this Agreement shall be construed according to the rules of construction generally applicable to contracts negotiated by sophisticated parties who are represented by legal counsel.

27. Captions. The captions of the paragraphs of this Agreement are solely for convenience and shall not be deemed a part of this Agreement for the purpose of construing the meaning thereof nor as a limitation on the scope of the particular paragraphs to which they refer.

28. Construction of Language. In construing the meaning and intent of this Agreement:

a. Words and phrases, including defined terms, using the singular number shall include the plural and using the plural number shall include the singular, unless the context clearly indicates the contrary.

b. Words used in any particular gender shall be deemed to include any other gender and words used in the present tense shall include the future tense unless the context clearly indicates to the contrary.

c. Words "hereunder," "hereby," "herein," "hereof," and the like shall mean and refer to this Agreement as a whole and not merely to the specific paragraph or clause in which the respective word appears.

d. The enumeration of specific matters in a general statement shall not be construed to limit the generality of the statement to matters similar to those specific in the words "includes," "including," and "such as" shall be construed as followed by the phrase "without being limited to."

e. A provision that a Party "shall" or "shall not" do, cause or permit something shall be deemed to mean that such Party so covenants.

f. This Agreement shall be deemed to include all of the exhibits, schedules, riders and addenda annexed hereto, or referred to herein.

g. The term Licensor wherever used herein shall mean and include the undersigned Licensor and its Departments, Agencies, Officers, Directors, Employees, Agents, Representatives, Successors, permitted assigns, affiliated entities and devisees.

h. The term Licensee wherever used herein shall mean and include the undersigned Licensee and its officers, employees, agents, representatives, successors, permitted assigns, affiliated entities, partnerships, devisees and heirs.

29. Counterparts. This Agreement may be executed in counterparts, and this Agreement becomes effective upon execution by both Parties.

30. Authority. Each of the signatories hereto warrants, covenants, and represents that (i) he or she is authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign, (ii) the making, execution, delivery, and performance of this Agreement by such Party has been duly

authorized and approved by requisite municipal or corporate action, and (iii) this Agreement has been duly executed and delivered and constitutes a valid and binding obligation of such Party, enforceable in accordance with its terms.

31. Binding Agreement. This Agreement shall be binding upon the Parties, their successors and permitted assigns.

32. Time. Time is of the essence for this Agreement.

33. County Resolution. Final approval of this Agreement shall be subject to authorization by council resolution, pursuant to Maui County Code §13.04A.100(D).

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first herein above written.

LICENSOR:
COUNTY OF MAUI

Michael P. Victorino
Its Mayor

Approval Recommended:

Karla H. Peters, Director
Department of Parks and Recreation

Approval Recommended:

Kay Fukumoto, Director
Office of Economic Development

Approved as to Form and Legality:

Deputy Corporation Counsel
(LF 2019-0458)

LICENSEE:
KEMPER SPORTS MARKETING, INC.

Tom Valdiserri
EVP/Managing Director

STATE OF HAWAII)
COUNTY OF MAUI) SS.

On this _____ day of _____, 20____, before me appeared **MICHAEL P. VICTORINO**, to me personally known, who being by me duly sworn did say that he is the Mayor of the County of Maui, a political subdivision of the State of Hawaii, in the capacity shown, having been duly authorized to execute such instrument in such capacity, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Maui, and that the said instrument was signed and sealed in behalf of said County of Maui by authority of its Charter, and the said **MICHAEL P. VICTORINO** acknowledged the said instrument to be the free act and deed of said County of Maui.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Stamp or Seal]

Notary Public, State of Hawaii

Print Name: _____
My commission expires: _____

NOTARY PUBLIC CERTIFICATION

Doc. Date: _____	# _____
Notary Name: _____	Pages: _____
Doc. _____	Judicial _____
Description: _____	Circuit: _____

Notary Signature: _____	[Stamp or Seal]
Date: _____	

STATE OF HAWAII)
COUNTY OF MAUI) SS.

On this _____ day of _____, 20____, before me personally appeared **Tom Valdiserri** to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Stamp or Seal]

Notary Public, State of Illinois

Print Name: _____
My commission expires: _____

NOTARY PUBLIC CERTIFICATION

Doc. Date: _____

#

Pages: _____

Notary Name: _____

Judicial

Doc. _____

Circuit: _____

Description: _____

Notary
Signature: _____

[Stamp or Seal]

Date: _____

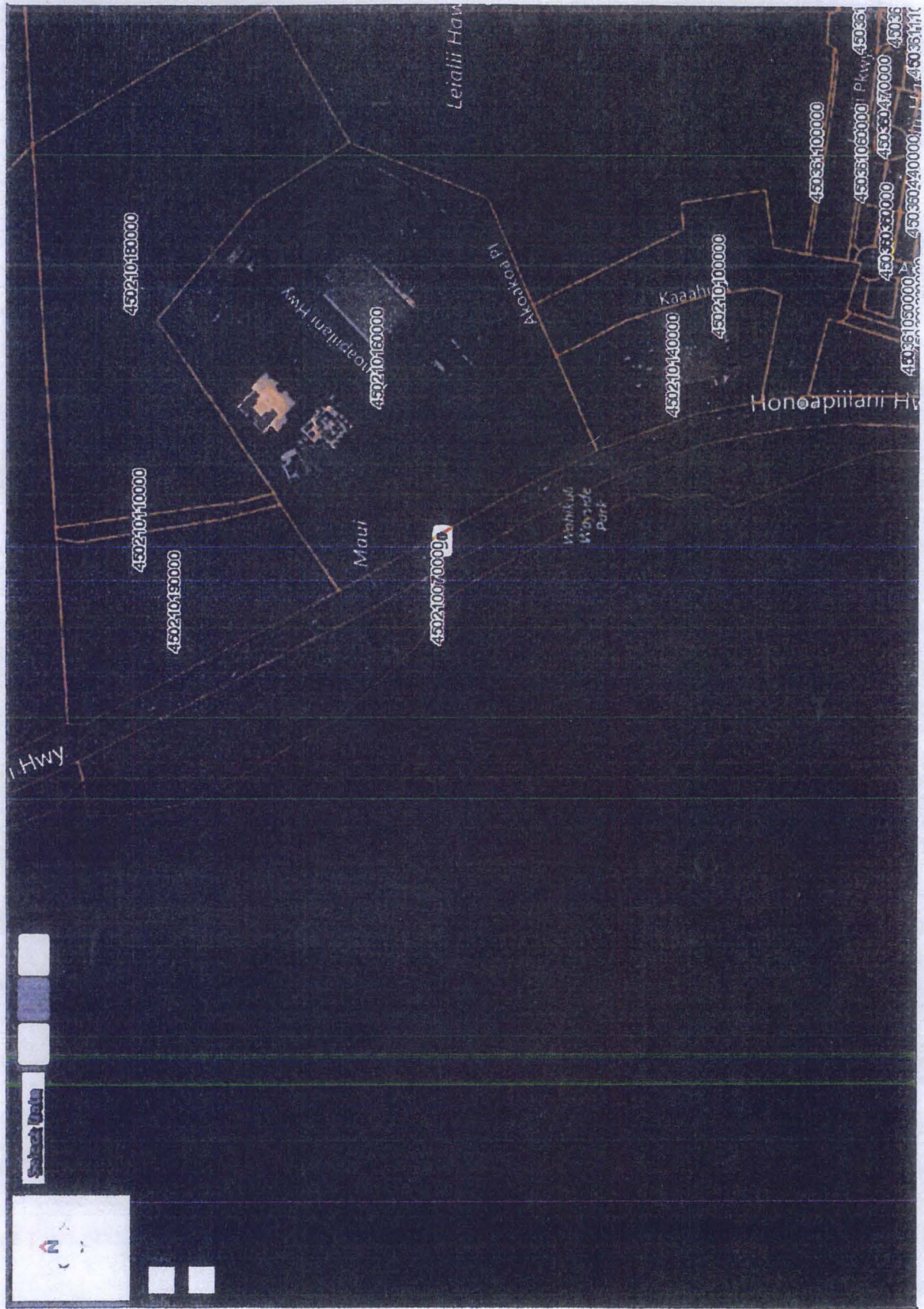
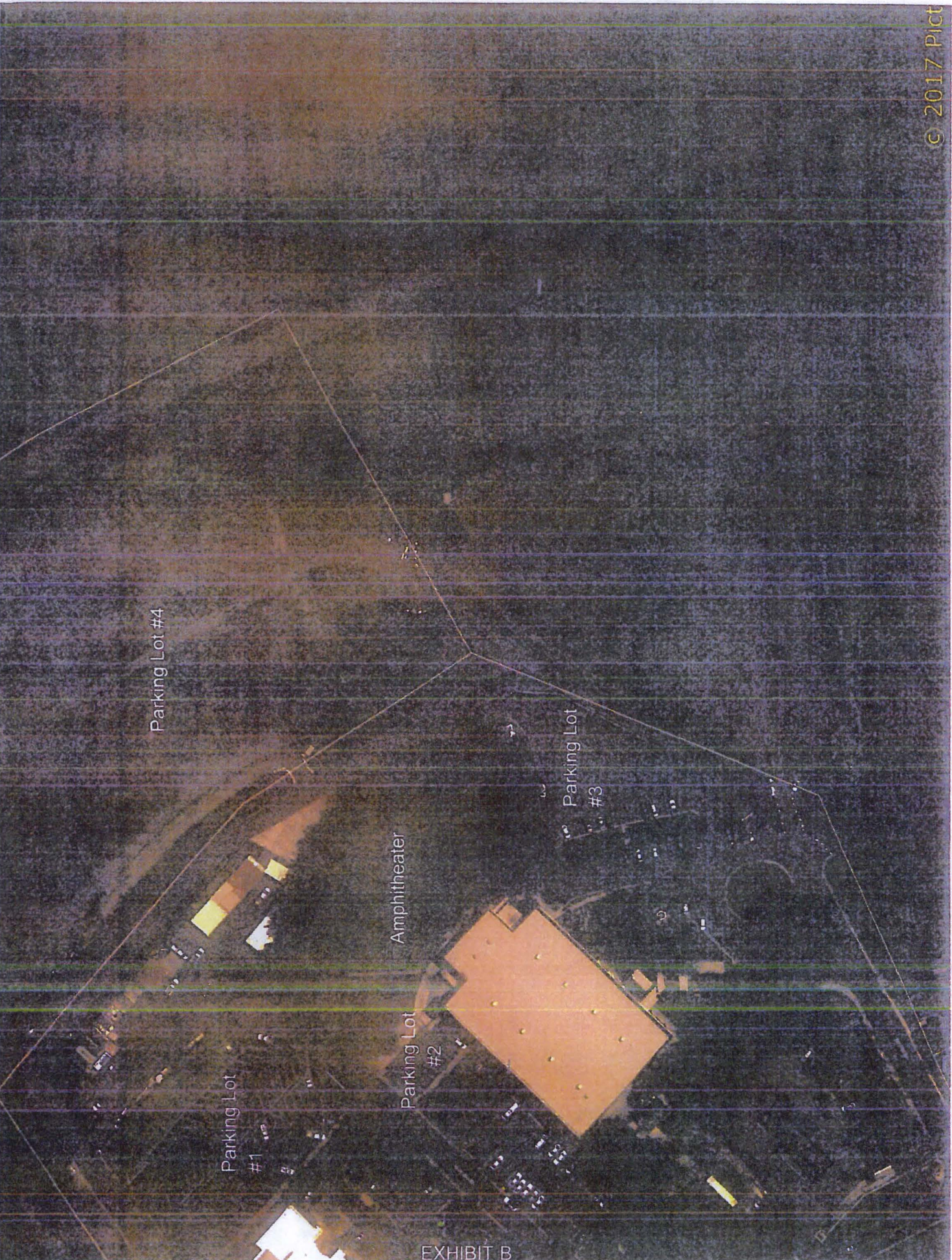
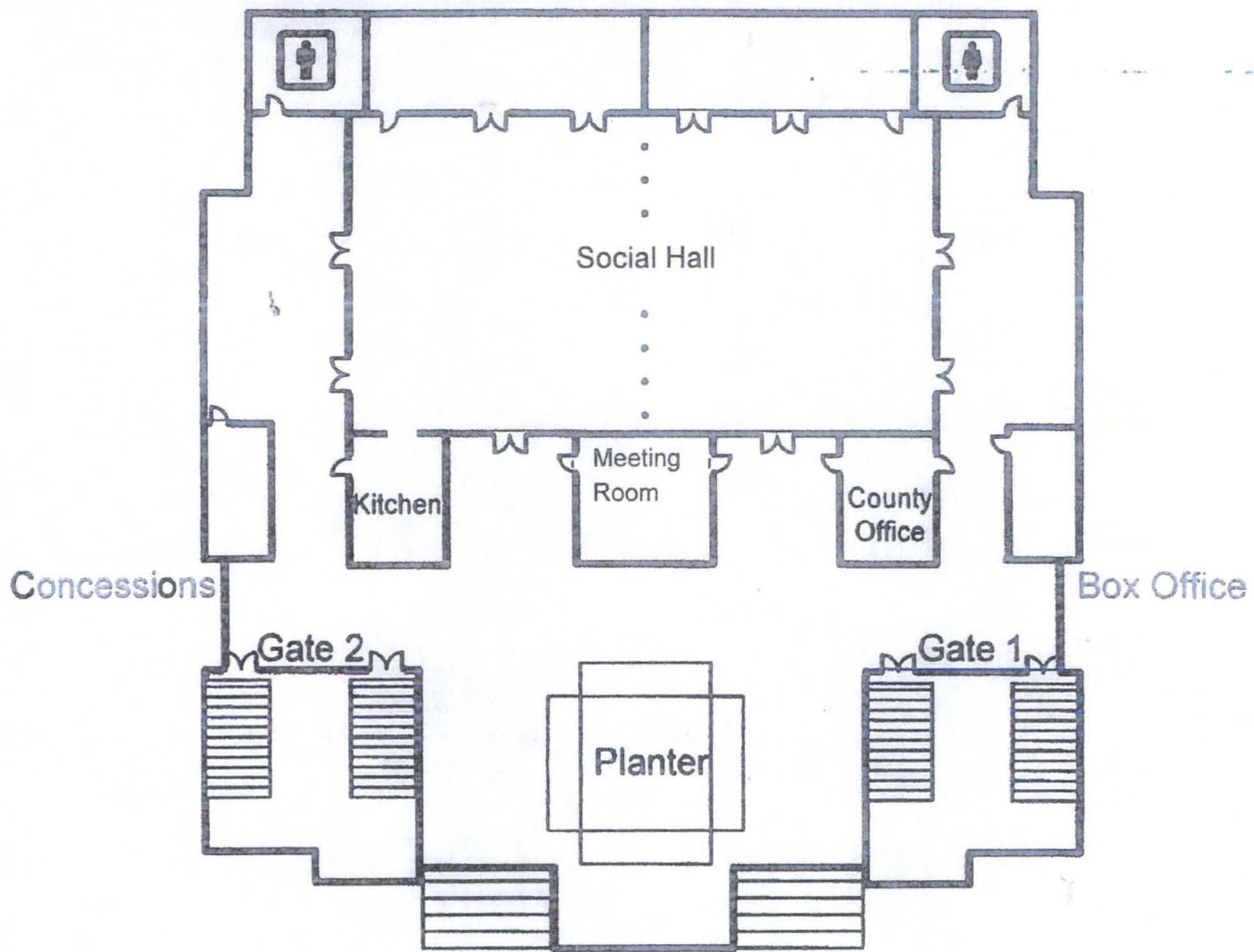


EXHIBIT A



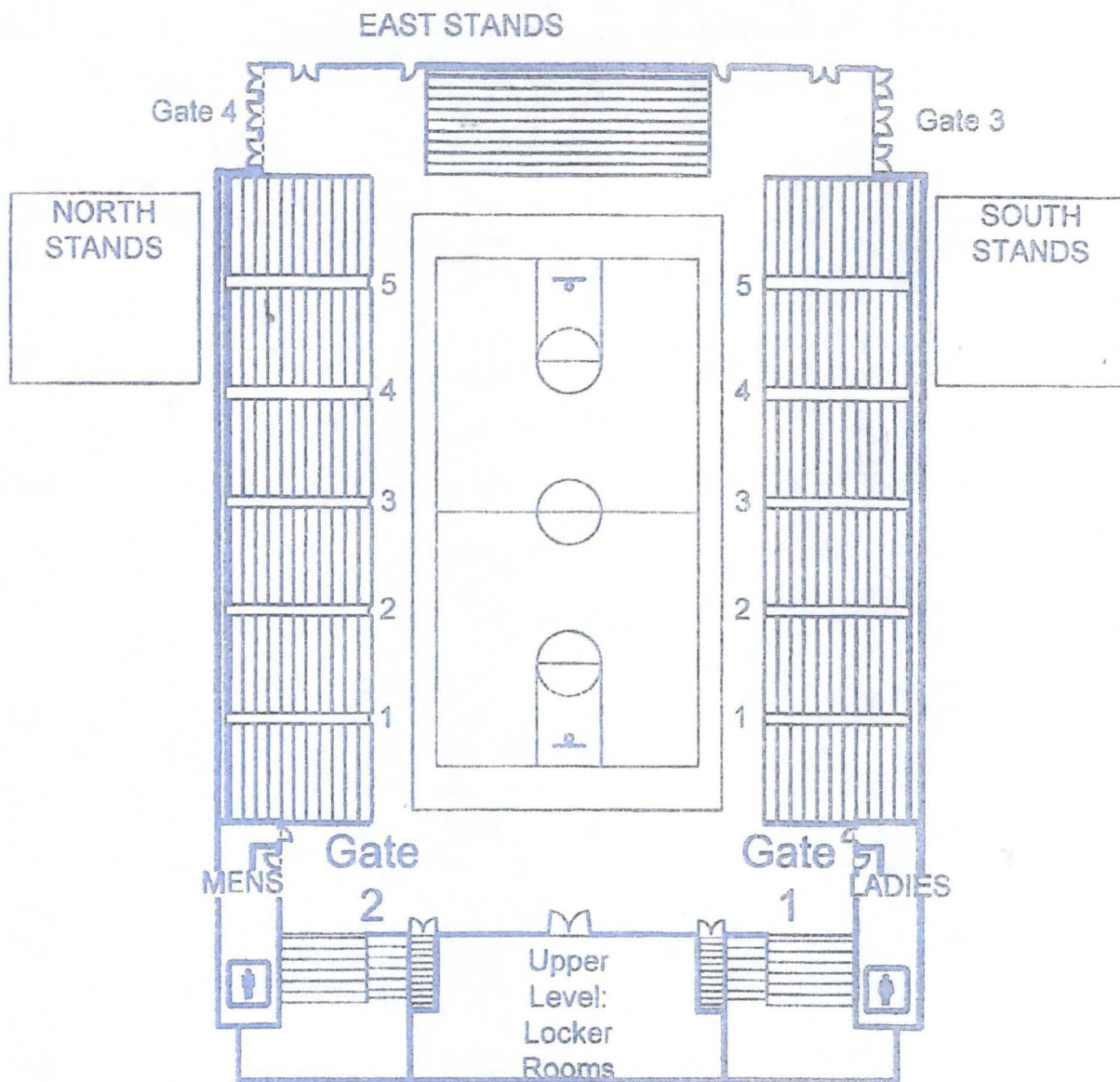


Maui Parks and Recreation

Lahaina Civic Center
Lower Level: Concourse
TMK# 4-5-21: 10 POR

0 ft. 50 ft.

A scale bar with a blue background and white markings, indicating a distance of 50 feet.



Maui Parks and Recreation

Lahaina Civic Center
House Level: Gymnasium
TMK# 4-5-21: 10 POR

0 ft. 50 ft.

COUNTY OF MAUI
REVENUES - FEES, RATES, ASSESSMENTS AND TAXES

FISCAL YEAR 2019 SCHEDULE

ACCOUNT	REVENUE SOURCE	FEE, RATE, ASSESSMENT OR TAX	HRS	COUNTY CODE	ORDINANCE
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DEPARTMENT OF PARKS AND RECREATION
GENERAL FUND

CHARGES FOR CURRENT
SERVICES:

3436	Fees - Camping Permit	<table><tr><th></th><th>Adult 18 yrs & over</th><th>Children under 18</th><th>Pet</th></tr><tr><td>Residents - Daily:</td><td></td><td></td><td></td></tr><tr><td>Monday - Thursday</td><td>\$5</td><td>\$3</td><td>\$3</td></tr><tr><td>Friday - Sunday and Holidays</td><td>\$10</td><td>\$6</td><td>\$6</td></tr><tr><td>Non-Residents - Daily:</td><td></td><td></td><td></td></tr><tr><td>Monday - Thursday</td><td>\$10</td><td>\$6</td><td>\$6</td></tr><tr><td>Friday - Sunday and Holidays</td><td>\$20</td><td>\$12</td><td>\$12</td></tr></table>		Adult 18 yrs & over	Children under 18	Pet	Residents - Daily:				Monday - Thursday	\$5	\$3	\$3	Friday - Sunday and Holidays	\$10	\$6	\$6	Non-Residents - Daily:				Monday - Thursday	\$10	\$6	\$6	Friday - Sunday and Holidays	\$20	\$12	\$12	13 04A 220
	Adult 18 yrs & over	Children under 18	Pet																												
Residents - Daily:																															
Monday - Thursday	\$5	\$3	\$3																												
Friday - Sunday and Holidays	\$10	\$6	\$6																												
Non-Residents - Daily:																															
Monday - Thursday	\$10	\$6	\$6																												
Friday - Sunday and Holidays	\$20	\$12	\$12																												
	Fee - Use of Park Facilities	Includes Rental of Equipment See Table 13 04A 100.	13 04A 100																												
3450	Rental Fee – All Districts	See Table 13 04A 100. Application fee (non-refundable) for Special Events application requests, except for the Annual Department Sponsored Special Events.....\$25	13 04A 100																												
3452	Rental Fee - Equipment	See Table 13 04A 130. \$50 Key Deposit Fee – For all permits except for Government permits \$50 key deposit will be automatically withheld if permit holder fails to pick up their key(s) during parks permit office hours and a parks employee must distribute key(s) or open a facility.	13 04A 130 13 04A 100																												

COUNTY OF MAUI
REVENUES - FEES, RATES, ASSESSMENTS AND TAXES

FISCAL YEAR 2019 SCHEDULE

ACCOUNT REVENUE SOURCE FEE, RATE, ASSESSMENT OR TAX HRS COUNTY CODE ORDINANCE

Table 13.04A.100
SCHEDULE OF FEES AND DEPOSITS

	Fee by Permit							Custodial Deposit by Permit				
	Government	Community Class	General Use*	Special Events				Government	Department sponsored*** Special Events/ Community Class	General Use	Special Events	
				Department sponsored***		Non-Profit/ Political Fundraiser	Commercial**				Non-Profit/ Political Fundraiser	Commercial
				Event w/o Revenue	Event w/ Revenue							
Gymnasiums	\$0	\$5	\$6	\$0	\$94	\$188	\$625	\$0	\$100	\$150	\$200	\$400
w/air conditioning (add'l flat charge)	\$0	\$188	\$188	\$0	\$250	\$313	\$375					
Football Stadiums	\$0	\$13	\$63	\$0	\$250	\$375	\$1,250	\$0	\$250	\$500	\$500	\$1,500
w/lights (add'l flat charge 6-10 p.m.)	\$0	\$63	\$63	\$0	\$125	\$188	\$250					
Baseball Stadiums	\$0	\$6	\$63	\$0	\$125	\$188	\$625	\$0	\$125	\$250	\$250	\$750
w/lights (add'l flat charge 6-10 p.m.)	\$0	\$31	\$44	\$0	\$63	\$94	\$188					
Amphitheaters												
Keopuolani Park (w/o lights)	\$0	\$3	\$13	\$0	\$31	\$125	\$375	\$0	\$50	\$100	\$150	\$500
Lahaina Civic	\$0	\$3	\$13	\$0	\$31	\$188	\$500	\$0	\$50	\$100	\$150	\$500
w/lights (add'l flat charge 6-10 p.m.)	\$0	\$3	\$25	\$0	\$31	\$63	\$125					
Swimming Pools (Up to two lanes)	\$0	\$3	\$13	\$0	\$13	\$125	\$500	\$0	\$0	\$100	\$150	\$300
Community Centers: Without Air Conditioning												
Facilities w/capacities up to 100	\$0	\$3	\$19	\$0	\$25	\$31	\$225	\$0	\$25	\$125	\$125	\$250
Facilities w/capacities up to 200	\$0	\$5	\$38	\$0	\$44	\$50	\$450	\$0	\$50	\$175	\$175	\$300
Facilities w/capacities up to 300	\$0	\$8	\$56	\$0	\$75	\$81	\$675	\$0	\$75	\$225	\$225	\$450
Facilities w/capacities up to 400	\$0	\$10	\$75	\$0	\$94	\$100	\$900	\$0	\$100	\$275	\$275	\$600
Facilities w/capacities up to 500	\$0	\$13	\$94	\$0	\$113	\$119	\$1,125	\$0	\$125	\$325	\$325	\$750
Facilities w/capacities over 500	\$0	\$15	\$125	\$0	\$144	\$150	\$1,350	\$0	\$150	\$350	\$350	\$900
Community Centers: With Air Conditioning												
Facilities w/capacities up to 100	\$0	\$5	\$44	\$0	\$50	\$56	\$255	\$0	\$25	\$125	\$125	\$250
Facilities w/capacities up to 200	\$0	\$10	\$63	\$0	\$75	\$81	\$510	\$0	\$50	\$175	\$175	\$300
Facilities w/capacities up to 300	\$0	\$15	\$81	\$0	\$113	\$119	\$765	\$0	\$75	\$225	\$225	\$450
Facilities w/capacities up to 400	\$0	\$20	\$100	\$0	\$150	\$156	\$1,008	\$0	\$100	\$275	\$275	\$600
Facilities w/capacities up to 500	\$0	\$25	\$119	\$0	\$188	\$194	\$1,275	\$0	\$125	\$325	\$325	\$750
Facilities w/capacities over 500	\$0	\$30	\$150	\$0	\$225	\$231	\$1,530	\$0	\$150	\$375	\$375	\$900
Pavilions w/kitchen facilities	\$0	\$3	\$38	\$0	\$44	\$50	\$450	\$0	\$50	\$100	\$200	\$400
Pavilions w/o kitchen and bandstand	\$0	\$3	\$31	\$0	\$38	\$63	\$94	\$0	\$0	\$50	\$100	\$300
Meeting Rooms w/o air conditioning	\$0	\$3	\$13	\$0	\$25	\$100	\$138	\$0	\$100	\$150	\$200	\$400
Meeting Rooms w/air conditioning	\$0	\$5	\$25	\$0	\$38	\$119	\$163	\$0	\$35	\$50	\$100	\$275
Ball Fields	\$0	\$3	\$6	\$0	\$13	\$63	\$438	\$0	\$50	\$100	\$100	\$400
w/lights (add'l flat charge 6-10 p.m.)	\$0	\$3	\$13	\$0	\$25	\$63	\$125					
Wrestling Room	\$0	\$3	\$31	\$0	\$38	\$113	\$156	\$0	\$75	\$100	\$200	\$400
Any park premises or recreational facilities not otherwise described in this table	\$0	\$3	\$6	\$0	\$13	\$188	\$500	\$0	\$50	\$50	\$100	\$300
w/lights (add'l flat charge 6-10 p.m.)	\$0	\$6	\$13	\$0	\$19	\$63	\$125					

COUNTY OF MAUI
REVENUES - FEES, RATES, ASSESSMENTS AND TAXES

FISCAL YEAR 2019 SCHEDULE

ACCOUNT	REVENUE SOURCE	FEE, RATE, ASSESSMENT OR TAX				HRS	COUNTY CODE	ORDINANCE			
		Fee by Permit				Custodial Deposit by Permit					
		Government	General Use *	Special Events			Government	General Use*	Special Events		
				Department sponsored***	Non-Profit/County co-sponsored/ Political Fundraiser	Commercial			Department sponsored***	Non-Profit/ County co-sponsored/ Political Fundraiser	Commercial
Small Equipment											
Stage Platforms (each)		\$0	\$13	\$0	\$19	\$38	\$0	\$15	\$0	\$15	\$30
Bleachers (each)		\$0	\$31	\$0	\$44	\$88	\$0	\$25	\$0	\$35	\$70
Picnic Tables (each)		\$0	\$13	\$0	\$19	\$31	\$0	\$15	\$0	\$15	\$25
Portable Equipment w/o utilities		\$0	\$13	\$19	\$38	\$113	\$0	\$25	\$50	\$100	\$200
Portable Equipment w/utilities		\$0	\$31	\$38	\$75	\$250	\$0	\$50	\$75	\$150	\$300
Large Equipment											
Mobile Bleachers (each)		\$0	n/a	\$219	\$313	\$625	\$0	n/a	\$250	\$500	\$1,000
Showmobile Stage		\$0	n/a	\$313	\$625	\$1,250	\$0	n/a	\$500	\$1,000	\$2,000
Portable Restroom		\$0	n/a	\$313	\$625	\$1,250	\$0	n/a	\$500	\$1,000	\$2,000

*For General Use Permits, there shall be no charge for the use of parks or recreational facilities by senior citizen organizations, adult-supervised youth leagues, or persons with disabilities organizations. Partnership Leagues shall pay an annual custodial and key deposit of \$500.

**For Special Event - Commercial Fees: Fees shown or 15% of gross receipts, whichever is greater.

***For Department sponsored events that are primarily sponsored by the department, there shall not be any fees or deposits assessed.

Fee - Use of Park Facilities

"Government Permit" means a permit issued under Chapter 13.04A for an event or activity organized and conducted by the County, or another governmental unit, for which no revenue may be generated.

13.04A.030

"Community Class Permit" means lessons, instruction or classes offered to the general public and conducted by an instructor approved by the department. Class participation charges or fees are allowed within the limits established by the department. In accordance with the community class program policies and procedures, facility fees are assessed per class. A class shall not exceed two hours. Temporary refreshment [concessions in accordance with section 13.04A.140] are prohibited.

"General Use Permit" means a permit issued under Chapter 13.04A for an event or activity for which dues, registration fees, or participation fees may not be assessed, or donations accepted; except that the term includes a permit issued under this chapter for which a youth league, ADA organization, or senior citizen organization may assess fees to offset operating expenses.

"Special Events Permit" means a permit for events, activities, fundraising activities, political fundraisers, or tournaments, determined to require a permit, but which do not meet other permit requirements.

"Department sponsored" means functions, activities, programs, or events solely sponsored by the department.

"Visiting swim team" means a swim team not from the County.

Visiting Swimming Teams

Deposit to reserve the pool, with a 90-day cancellation notice.....\$500

Daily fee.....\$4 per swimmer

Maui Invitational Basketball Tournament

Annual Rental Fee (entire 3-day tournament) ..\$5,000, plus pro-rated utility costs
Custodial Deposit Fee ..\$1,000 per year
Key Deposit ..\$25 per year

License Agreement dated 12/03/2012 between County and KemperLesnik Communications, Reso 12.65

EXHIBIT E

Annual License Fee Components Table

Subject to the terms of this Agreement, the Annual License Fee for each License Period from 2021 through 2025 shall be calculated as the sum of the fees by permit for the specific facilities identified in the table below as such fees by permit are set forth in the Schedule of Fees and Deposits (hereafter "Schedule") as enacted by the Maui County Council for Fiscal Year 2021. Thereafter, the Annual License Fees shall not increase for any License Period through the end of Fiscal Year 2025 notwithstanding any increases in the applicable fees by permit in any applicable Schedule, provided, however, the Annual License Fee shall be reduced to reflect any net decrease in applicable fees by permit for any License Period through Fiscal Year 2025.

For the License Period from 2026 through 2030, the Annual License Fee shall be calculated as the sum of the fees by permit for the specific facilities identified in the table below as such fees by permit are set forth in the Schedule as enacted by the Maui County Council for Fiscal Year 2026, and thereafter shall not increase for any License Period through the end of Fiscal Year 2030 notwithstanding any increases in the applicable fees by permit in any applicable Schedule, provided however, that (i) any resulting increase in the Annual License Fee for the 2026 – 2030 period shall not exceed 25% of the Annual License Fee in effect for the prior period (i.e. 2021 -2025) and (ii) the Annual License Fee shall be reduced to reflect any net decrease in applicable fees for any License Period through Fiscal Year 2030. The 25% cap specified herein is set in order to provide the Parties with certainty of fees and expenses and to enable logistics and economic planning well in advance of each License Period. Licensors shall provide to Licensee the applicable upcoming Fiscal year Schedules at least one year prior to each License Period during the Term.

Licensors acknowledge and agrees that it will not receive, and it has no right to receive, any portion of ticket charges, sponsorship fees, concession revenues, broadcast fees, or other fees or revenues received by Licensee in connection with the Activities. Any such fees and revenues will be the sole property of Licensee

The table below identifies the specific facilities within the Premises to be utilized by Licensors for the Activities for which a daily charge applies and the duration for which that daily charge applies.

For purposes of example only, the table below also includes the daily rates as set forth on the Schedule for Fiscal Year 2019, provided, however, the parties acknowledge and agree that such rates are provided for example only to demonstrate how the Annual License Fee will be calculated beginning in 2021 and the Parties specifically acknowledge that the fees for 2019 and 2020 are as set forth in the 2005 – 2020 Agreement.

Facility	Schedule Rate per Day (Example using 2019 Schedule Rates)	Duration	Total (Example Only)
----------	---	----------	-------------------------

Lahaina Civic Center Gymnasium	\$625	12 days	\$7,500
w/ air conditioning	\$375	12 days	\$4,500
Lahaina Civic Amphitheater	\$500	12 days	\$7,000
w/ lights from 6- 10p.m.	\$125	3 days	\$375
Lahaina Civic Social Hall (community center w/ cap up to 400) w/ air conditioning	\$1,008	12 days	\$12,096
Lahaina Civic Meeting Room w/ air conditioning	\$163	12 days	\$1,956
Parking Lots (Inclusive of Parking Lots 1, 2, 3, & 4 and other park premises)	\$500	3 days	\$1,500
Portable Restrooms	\$1,250	3 days	\$3,750
Total Fees (Example only using 2019 Schedule Rates)			\$38,677

EXHIBIT E

MAUI INVITATIONAL BASKETBALL TOURNAMENT LICENSE AGREEMENT

This License Agreement (this "Agreement") made and entered into this 15th day of December, 2004, by and between the COUNTY OF MAUI, a political subdivision of the State of Hawaii, whose principal place of business and mailing address is 200 South High Street, Wailuku, Hawaii 96793, (the "Licensor") and ~~sports management and marketing company~~ KemperSports Marketing, Inc., a sports management and marketing company, whose principal place of business and mailing address is 500 Skokie Boulevard, Suite 444, Northbrook, Illinois 60062 (the "Licensee," and together with the Licensor, the "Parties").

WITNESSETH:

1. Description of Licensed Premises. Licensor, for and in consideration of the fact that the Activities (as hereinafter defined) may bring considerable publicity, tourism and ancillary revenues to Licensor, and other good and valuable consideration, does hereby authorize the use of the Lahaina Civic Center in Lahaina, which is owned by Licensor and consists of an indoor arena, amphitheater, social hall, bathroom facilities, parking lots, secure storage facilities (suitable to store seating platforms, rotating signage and other equipment associated with the Activities (as defined below)) and ancillary facilities, identified by TMK Nos. (2) 4-5-21:10 por. and (2) 4-5-21:16, and depicted on Exhibit A attached hereto and incorporated by this reference (collectively, the "Premises"), during the time periods hereinafter set forth, and the right of ingress and egress thereto as herein provided for.

2. Term.

a. This Agreement shall become effective upon execution and expire on December 31, 2012, unless terminated earlier by the Parties pursuant to the terms hereof, or extended by mutual written agreement of the Parties (the "Term").

b. Should both Parties wish to extend the Term, the Parties shall begin negotiating an amendment to this Agreement no later than sixty (60) calendar days after the 2010 Activities and shall submit a proposed amendment to this Agreement to the Maui County Council no later than sixty (60) calendar days after the 2011 Activities.

3. Use of the Premises. Licensee warrants, covenants, and agrees that:

a. Licensee shall only use the Premises for the purpose of setting up, conducting and dismantling the Maui Invitational Basketball Tournament, including related Maui Invitational activities and ancillary events (collectively, the "Activities") in partnership with Chaminade University, and for no other purpose.

b. Licensee shall comply with §13.04.040, Maui County Code, and shall use best efforts to ensure compliance of attendees of the Activities with such ordinance.

c. Licensee's use of the Premises as contemplated by this Agreement is hereby authorized and approved by the County of Maui, Director of Parks and Recreation (the "Director"). Any changes in use of the Premises beyond those contemplated by this Agreement shall be at all times subject to the Director's or a designated representative's

prior approval, which shall not be unreasonably withheld or frustrate the purpose of this Agreement.

d. Licensee is hereby authorized to use the Premises for the Activities between 8:00 a.m. and 10:00 p.m. (Hawaii Standard Time) beginning on the date which is seven (7) days before the Maui Invitational Tournament and ending on the date that is two (2) days after the end of the Maui Invitational Tournament. The Maui Invitational Tournament shall take place on the following dates (unless the parties agree to other dates in writing): November 22, 23, and 24, 2004; November 21, 22, and 23, 2005; November 20, 21, and 22, 2006; November 19, 20, and 21, 2007; November 24, 25, and 26, 2008; November 23, 24, and 25, 2009; November 22, 23, and 24, 2010; November 21, 22, and 23, 2011; and November 19, 20, and 21, 2012. Any additional access to the Premises is subject to the reasonable approval and discretion of the Director. The Director has reasonable discretion to designate the locations where equipment and/or materials may be stored by Licensee prior to and after the Activities.

e. Licensee shall use its best efforts to accommodate previously scheduled meetings of groups in the social hall of the Premises during the seven (7) day period before the Maui Invitational Tournament. Licensee shall be permitted to remove personnel, equipment and/or materials up to two (2) calendar days after the date the Activities are concluded. Licensee shall remove all of its personnel, equipment, and materials from the Premises before such date, unless otherwise extended by the Director. In the event Licensee fails to remove its equipment and/or materials before such time, Licensor shall have the right to remove and transport the same to storage at Licensee's expense, and Licensee waives and releases Licensor from all claims for damages or loss incurred in connection with said removal or storage.

f. No risk, liability, or responsibility for any loss or damage to Licensee's property is assumed by Licensor, and Licensee shall not make any claim, either in law or in equity, for any loss or damage incurred, unless caused by the negligence or willful misconduct of Licensor or its employees or agents.

g. Licensee shall not use, generate, manufacture, treat, handle, refine, produce, store, discharge, release, dispose of or allow to exist on or about the Premises, any hazardous material, except in full compliance with all applicable federal, state, and county environmental laws and with prior written consent of Licensor. Licensee shall have no responsibility for hazardous materials brought to the Premises by anyone other than Licensee or its employees or agents or hazardous materials existing at the Premises prior to the time Licensee accessed the Premises.

4. Nature of this License. Licensee and Licensor agree that the nature of this license is as follows:

a. By this Agreement, Licensor grants a license to Licensee allowing Licensee to enter and use the Premises for the specific and limited purpose and during the time periods stated herein.

b. This license grants Licensee a personal privilege to use the Premises for the particular purpose set forth herein. This license cannot be extended to purposes other than the specific and limited purpose stated herein without amendment of this Agreement. If Licensee exceeds the scope of the license, Licensor may treat Licensee as a trespasser.

c. This license does not convey to Licensee any interest in the land of Licensor and shall not be construed as an easement or a lease. Licensee holds no estate in the Premises. At all times hereunder, Licensor retains legal possession of the Premises, and Licensee has only a personal privilege to enter for the particular purpose stated herein. Except as otherwise provided for herein, Licensor shall retain ownership of all improvements of whatever kind or nature located on or about the Premises, including all improvements that may be made during the Term of, or pursuant to, this Agreement, unless otherwise agreed by the Parties prior to making any such improvements.

d. This license does not convey exclusive possession of the Premises to Licensee except to the extent necessary to carry out the Activities. Licensor reserves unto itself, its successor and assigns the full use and enjoyment of the Premises and the right to grant to others rights and privileges for any and all purposes affecting the Premises, except to the extent that there is a conflict with or frustration of the purpose of this license. Notwithstanding the foregoing, Licensor agrees that it will not permit other parties to use the Premises while the Activities are taking place.

e. This license is personal in nature and is limited to the undersigned Parties and is not assignable without the prior written consent of both Parties.

5. Acceptance of Premises, Repairs, Alterations, Improvements Thereon, and Ownership of Improvements.

a. Licensee accepts the Premises in the conditions they are in at the commencement of the license and agrees to make no alterations, additions, excavations, or improvements to the Premises without Licensor's prior written consent.

b. Licensor shall at all times during the Term maintain the Premises and any improvements thereof in good condition and repair and ensure that the Premises and any improvements thereof are suitable for the conduct of the Activities.

c. Licensor shall at all times maintain the Premises, including the playing floor, in accordance with the latest National Collegiate Athletic Association ("NCAA") regulations and standards in effect.

d. Licensor shall allow Licensee to use all ancillary equipment and materials made available to Licensee by Licensor in connection with Activities taking place prior to the date of this Agreement.

e. Licensee understands that an air conditioning system has been installed on the Premises, and Licensor agrees that it shall maintain such air conditioning system in good working order throughout the Term.

f. Licensee and Licensor shall conduct a "walk-through" inspection of the Premises 30 days prior to each year's Activities and Licensee may request and Licensor may make reasonably necessary repairs prior to the Activities.

g. Except as otherwise provided herein, Licensor has made no representations or warranties concerning the conditions of the Premises or their suitability for the use intended to be made thereof.

h. Licensee agrees to accept and assume all reasonable risks with respect to entry upon the Premises and the conditions thereof, including without limitation any latent or patent conditions. Licensor represents and warrants that, as of the effective date of this Agreement, it is not aware of any latent or patent conditions at the Premises which would interfere with the Activities or other terms and provisions of this Agreement. To the extent that, after the effective date of this Agreement, Licensor becomes aware of any latent or patent conditions at the Premises which would interfere with the Activities or other terms and provisions of this Agreement, Licensor shall promptly notify Licensee of such conditions.

i. Licensee shall maintain the Premises and any improvements thereof in the condition in which they existed prior to Licensee's occupancy of the Premises, normal wear and tear excepted. Licensee shall pay to Licensor the actual reasonable cost of repairs or replacements for any and all damages caused by the Activities within thirty (30) calendar days after notification of the cost of such repairs or replacements.

6. Fees. In lieu of the requirements of § 13.040.090 of the Maui County Code, Licensee shall pay the following fees annually with respect to the use of the Premises for the Activities:

a. For the year 2004 the rental fee for use of the Premises for the Activities shall be \$2,400.

b. Beginning in 2005 and continuing through 2012, the annual rental fee for use of the Premises for the Activities shall be \$4,800.

c. The custodial deposit fee shall be \$1,000 per year.

d. The key deposit fee shall be \$25 per year.

Licensee shall give written notice of cancellation and return any unused permits and keys to the Director not less than sixty (60) days before each year's Activities. If Licensee fails to give written notice of cancellation or return any issued permits or key within such time period, Licensee shall pay a cancellation fee equal to the full amount of the fees described in this Section 6 applicable to such year.

Licensor acknowledges and agrees that it will not receive, and it has no right to receive, any portion of ticket charges, sponsorship fees, concession revenues, broadcast fees or other fees

or revenues received by Licensee in connection with the Activities. Any such fees and revenues will be the sole property of Licensee.

7. Default. The occurrence of any one or more of the following events which is not cured in any applicable grace period shall constitute a default under this Agreement (an "Event of Default"):

a. Either Party's failure to pay any sums payable under this Agreement when and as the same shall become due and payable and such failure shall continue for a period of thirty (30) days after written notice thereof (specifying the item not paid) from the other Party.

b. Either Party's failure to comply with any of the covenants, agreements, terms, or conditions contained in this Agreement and such failure shall continue for a period of thirty (30) days after written notice thereof from the other Party specifying in detail the nature of such failure. Notwithstanding the foregoing, in the event any failure cannot with due diligence be cured within such 30-day period, if the defaulting Party proceeds promptly and diligently to cure the same and thereafter diligently prosecutes the curing of such failure, the time within which the failure may be cured shall be extended for such period as may be reasonably necessary for the defaulting Party to cure the failure.

c. Licensor's failure, at any time, to make available the Premises for the Activities for reasons within the reasonable control of Licensor, in which case, notwithstanding anything to the contrary in this Agreement, Licensor shall use its best efforts to make available a comparable facility for Licensee to use for the Activities, which facility Licensee shall have the option of using in Licensee's sole discretion. For the purposes of this Agreement, the Lahaina Civic Center in Lahaina, Hawaii and the War Memorial Complex in Wailuku, Hawaii shall each constitute a comparable facility. Licensee understands that the War Memorial Complex is not air conditioned, and Licensee accepts said facility as a comparable facility, as is. The provision of a comparable facility by Licensor, whether accepted or rejected by Licensee, shall not limit or preclude any other remedies to which Licensee is entitled pursuant to Section 8.b. of this Agreement. Furthermore, acceptance or rejection of a comparable facility by Licensee shall not constitute a waiver of any other remedies to which Licensee is entitled pursuant to Section 8.b. of this Agreement.

8. Parties' Remedies.

a. Upon the occurrence of an Event of Default by Licensee (and after expiration of any applicable grace period), Licensor may:

(i) Seek specific performance of Licensee's obligations or injunctive relief, as applicable;

(ii) Demand payment of any amounts due Licensor under the terms of this Agreement and demand the payment of all costs, damages, expenses, and reasonable attorneys' fees of Licensor arising due to Licensee's Event of Default;

(iii) Proceed to remedy the Event of Default, and in connection with such remedy, Licensor may pay all expenses and employ counsel. All sums so expended or obligations incurred by Licensor in connection therewith shall be paid by Licensee to Licensor, upon demand by Licensor, and on failure of such reimbursement, Licensor shall seek said reimbursement from Licensee, and Licensee agrees to be responsible for all costs, damages, expenses, and reasonable attorneys' fees incurred as the result of Licensor's actions to obtain reimbursement; and

(iv) Terminate this Agreement by written notice of termination to Licensee. Upon proper termination of this Agreement Licensee shall surrender possession of the Premises to Licensor.

No remedy granted to Licensor is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, or by statute. No delay or omission by Licensor to exercise any right accruing upon an Event of Default shall impair Licensor's exercise of any right or shall be construed to be a waiver of any Event of Default or acquiescence thereto.

b. Upon the occurrence of an Event of Default by Licensor (and after expiration of any applicable grace period), Licensee may:

(i) Seek specific performance of Licensor's obligations or injunctive relief, as applicable;

(ii) Demand payment of all amounts due Licensee under the terms of this Agreement and demand the payment of all costs, damages, expenses, and reasonable attorneys' fees of Licensee due to Licensor's Event of Default;

(iii) Proceed to remedy the Event of Default, and in connection with such remedy, Licensee may pay all expenses and employ counsel. All sums so expended or obligations incurred by Licensee in connection therewith shall be paid by Licensor to Licensee, upon demand by Licensee, and on failure of such reimbursement, Licensee may, at Licensee's option, deduct all costs and expenses incurred in connection with remedying the Event of Default from any sums due to Licensor from Licensee under the terms of this Agreement and/or seek said reimbursement from Licensor, and Licensor agrees to be responsible for all costs, damages, expenses, and reasonable attorneys' fees incurred as the result of Licensee's actions to obtain reimbursement; and

(iv) Terminate this Agreement by Licensee's written notice of termination to Licensor.

No remedy granted to Licensee is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, or by statute. No delay or omission by Licensee to exercise any right accruing upon an Event of Default shall impair Licensee's

exercise of any right or shall be construed to be a waiver of any Event of Default or acquiescence thereto.

c. Litigation. In the event of any litigation under or respecting this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and court costs through all pretrial, trial, appellate, administrative, and post-judgment proceedings.

9. Waiver or Modification of the Agreement. No waiver or modification of this Agreement or any covenant, condition, or limitation contained in the Agreement shall be valid unless in writing and duly executed by the Party to be charged. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration or litigation between the Parties arising out of, or affecting the rights or obligations of, the Parties to this Agreement, unless such waiver or modification is in writing and duly executed by the Party to be charged. The Parties further agree that the provisions of this Section may not be waived except as set forth above.

10. Sponsorship; Publicity. Licensor acknowledges and agrees that the Maui Invitational Tournament and the Activities may have sponsors selected by Licensee and the name or names of one or more of the sponsors may be used in the name of the Maui Invitational Tournament and in connection with the advertising and promotion of the Activities. In addition, Licensee shall give Licensor appropriate recognition in all printed materials relating to the Activities. The wording of such recognition shall be approved by Licensor prior to printing and/or use. Licensor agrees not to undertake any publicity or promotional activities relating to the Activities or use the name of Licensee in any printed materials without the prior consent of Licensee.

11. Staffing. Licensee shall provide adequate staffing necessary to operate the Premises, including but not limited to ticket takers, emergency medical services personnel, security personnel, traffic control personnel, cleaning personnel, and public address announcers.

12. Concessions and Parking.

a. Licensor shall review and approve within ten (10) days after notification from Licensee the number, scope and location of all food, beverage and merchandise concessions to be used at the Premises in connection with the Activities. Licensee shall administer all concessions, which may include professional restaurants selected by Licensee, provided Licensee also utilizes non-profit organizations from Maui, Molokai, or Lanai. The Director or his designated representative retains the reasonable discretion to approve or disapprove of concessionaires based on reasonable health, safety, and welfare considerations and shall do so within ten (10) days after notification from Licensee. Licensee agrees to obtain all necessary permits to operate any concessions and agrees to install any and all temporary concession booths at Licensee's or other private entities' expense. Licensor shall cooperate with Licensee as reasonably necessary to obtain such any such permits.

b. Licensee shall manage, supervise and control parking during the Activities in the parking areas identified on Exhibit A attached hereto.

13. Insurance and Indemnification.

a. Licensee shall:

(i) Ensure that adequate medical and personal injury insurance covering all participants in the Activities is obtained, including but not limited to participants practicing, playing, performing, or entertaining on the Premises.

(ii) Obtain and maintain at Licensee's expense during the Term and any executed extension thereof, Comprehensive General Liability insurance written by a United States insurance company in the amount of FIVE MILLION DOLLARS (\$5,000,000), which insurance shall: (1) provide personal injury and standard product liability protection; (2) list Licensor as additional insured; and (3) cover the entire Premises, including all buildings, improvements, parking lots, or parking areas and grounds, all roadways or sidewalks on or adjacent to the Premises in the control or use of Licensor or Licensee, and any and all facilities, premises, and vehicles used in conjunction with said Activities.

(iii) Provide Licensor with evidence of insurance coverage as required herein within thirty (30) days following the execution of this Agreement.

(iv) Furnish Licensor with certificates showing the insurance policies required herein to be in force and shall furnish like certificates upon each renewal of the policies, each certificate to contain or be accompanied by a statement that the insurer will endeavor to notify Licensor of any intention to cancel the policy sixty (60) days before actual cancellation and name the County of Maui as an additional insured. The procuring of the insurance policies required herein shall not release or relieve Licensee of responsibilities or limit the amount of its liability under this Agreement. Licensee shall require all insurers to give Licensor at least sixty (60) days prior written notice of any modification or cancellation.

b. Licensee acknowledges that Licensor has provided to Licensee written documentation that Licensor is adequately self-insured as of the date of this Agreement. Licensor agrees that it shall maintain its assets with sufficient liquidity as is necessary to continue to be adequately self-insured during the term of this Agreement.

14. Proprietary Information and Intellectual Property Rights.

a. All information developed by Licensee in relation to the Activities, including, without limitation, all promotional, marketing, sales and operating strategies, programs, software, technology, and other confidential or proprietary information, shall be the exclusive property of Licensee and Licensor may not use or disclose such proprietary information without the advance written consent of Licensee.

b. Licensors acknowledge and agree that the Activities will be recorded and broadcast by Licensee (itself or through third parties) on media including television. Licensee shall own all rights, including intellectual property rights, related to any such recordings or broadcasts and Licensors hereby waive any and all rights in connection with the ownership of any such recordings or broadcasts.

c. In connection with the Activities, Licensee agrees:

(i) To be responsible for any and all costs arising from the use of patented and/or copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of the Activities permitted by this Agreement.

(ii) To secure licenses to use copyrights and similar permissions as necessary in connection with the Activities permitted by this Agreement.

15. Disclaimers and Reservations of Rights.

a. Licensors make no guarantees, representations or warranties regarding revenue or net income to be derived by Licensee from the Activities, from any concessions, or from any sponsorship or media, television, radio, or broadcast rights or privileges. Similarly, Licensee makes no guarantees, representations or warranties regarding revenue or net income to be derived by Licensors from tourism or other ancillary revenues associated in any way with the Activities.

b. Licensors reserve the right to schedule and proceed with Premises maintenance during the Term; provided, however, that Licensors will perform maintenance during the Activities only with the prior approval of Licensee.

c. Licensors shall not be liable for any loss to any personal property, goods, or services associated with the Activities, except to the extent any such loss is due to the negligence or willful misconduct of Licensors, its employees, agents or others for whom it is responsible.

d. In the case of destruction of the Premises, Licensee shall not be entitled to any compensation or damages from Licensors for Licensee's use of the whole or any part of the Premises, or any third party, or any inconvenience or annoyance occasioned by any damage, repair, or restoration, except to the extent any such loss is due to the negligence or willful misconduct of Licensors, its employees, agents or others for whom it is responsible.

16. Compliance with Laws.

a. Licensee and Licensors each agree to:

(i) Observe, perform and comply or require compliance with all present and future laws, ordinances, rules and regulations of the United States, the State of Hawaii, the County of Maui, or any department or agency thereof.

(ii) Not discriminate against anyone on the basis of sex, sexual orientation, national origin, age, race, color, religion, or disability.

(iii) Secure and keep current all licenses or permits required by law to perform its obligations under this Agreement.

b. Notwithstanding anything to the contrary within this Agreement, Licensor will support Licensee's applications to erect tents on the Premises in connection with the Activities, including but not limited to processing each such application within forty-five (45) calendar days of submittal by Licensee.

17. Assignment. Neither party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other, which consent shall not be unreasonably withheld; provided, however, that Licensee may assign this Agreement without such consent to a company controlling, controlled by, or under common control with it.

18. Excuse of Performance. The Parties shall be excused from performance of this Agreement, in whole or in part, only for the following causes to the extent such cause was not (i) reasonably foreseeable and (ii) within the reasonable control of the Party claiming excused performance:

a. When performance is prevented by operation of law;

b. When performance is prevented by an act of the public enemies, or by strike, lockout, Acts of God, acts of government in either its sovereign or contractual capacity (excluding Licensor), condemnation or eminent domain proceedings affecting the Premises (not initiated by Licensor), terrorism, floods, epidemics, quarantine restrictions, fire, delay in transportation, extreme storms, or unavoidable casualty; or

c. With respect to Licensee, if the NCAA does not for any reason certify the Activities (in the form they have been conducted prior to the date of this Agreement) as an NCAA-certified tournament.

If performance is excused and any Activities cannot be held in the Premises, Licensor shall use its best efforts to make available a comparable facility for Licensee to use for the Activities. For the purposes of this Agreement, the Lahaina Civic Center in Lahaina, Hawaii and the War Memorial Complex in Wailuku, Hawaii shall each constitute a comparable facility. Licensee understands that the War Memorial Complex is not air conditioned, and Licensee accepts said facility as a comparable facility, as is. In the event of an occurrence as described in Section (c) above, Licensee may terminate this Agreement and shall be released from all liability hereunder.

19. Cancellation Interruption, or Preemption of Activities. Licensor reserves the right in its sole discretion reasonably exercised to interrupt or cancel any Activities, before or during the performance thereof, and to interrupt the Activities in the interest of public safety. If Licensor exercises his rights in accordance with this Section, Licensee shall

bear all expenses or losses in full and shall not take or allow to be taken any action for damages against Licensor, provided that Licensor shall exercise best efforts to allow resumption and continuation of the Activities as soon as reasonably possible in consideration of the live television broadcast and the costs and expenses to Licensee associated with the Activities.

20. Invalidity and Severability of Unlawful Portions.

a. A determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, all of said provisions being inserted conditionally on their considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provisions were omitted.


b. Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall not be deemed a part of this Agreement.

21. Notices. Except as otherwise provided, all notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail or telex:

a. If Licensor, to:

Mayor
County of Maui
200 S. High Street
Wailuku, HI 96793

b. If Licensee, to:

KemperSports Marketing, Inc.
~~Mr. Steven H. Lesnik~~ *Mr. Michael Myers* 
Maui Invitational
500 Skokie Boulevard, Suite 444
Northbrook, IL 60062
with a copy to: Ms. Briana Wells

With a copy to:

Mayer, Brown, Rowe & Maw LLP
190 South LaSalle Street
Chicago, Illinois 60603
Attention: Mr. John A. Janicik
Facsimile (312) 701-7711

Map
Eg

22. Complete Agreement. This Agreement represents the entire agreement between the Parties and supercedes all prior or contemporaneous agreements. The Parties mutually agree that neither has made any representation with respect to the subject matter of this Agreement, except such representations as are specifically set forth herein, and each Party acknowledges that the Party has relied on the Party's own judgment in entering into this Agreement. The Parties further acknowledge that any payments or representations that may have heretofore have made by either of them to the other are of no effect and that neither has relied thereon in connection with dealings with each other.

23. Assistance of Legal Counsel. The Parties represent and certify to each other that they have been advised to seek the advice of legal counsel and have done so. The Parties have carefully read and fully understand all of the provisions and effects of this Agreement, and have thoroughly discussed all aspects of this Agreement with their respective counsel; that they are voluntarily entering into this Agreement; and that no Party or its agents, representatives or attorneys have made any representations concerning the terms or effects of this Agreement other than those contained herein.

24. Interpretation Under Hawaii Law. This Agreement is made and entered into in the State of Hawaii, and shall in all respects be interpreted, enforced and governed under the laws of the State of Hawaii.

25. Provisions are Covenants and Conditions. All provisions, whether covenants or conditions, on the part of Licensee and Licensor are deemed to be both covenants and conditions.

26. No Party Deemed Drafter.

a. All provisions of this Agreement have been negotiated by the Parties at "arm's length" and with full representation of effective legal counsel and the parties agree that neither Party shall be deemed the drafter of this Agreement and further that in the event that this Agreement shall ever be construed by a court of law, such court shall not construe this Agreement or any provision of this Agreement against either Party as the drafter of this Agreement

b. The Parties intend that this Agreement shall be construed according to the rules of construction generally applicable to contracts negotiated by sophisticated parties who are represented by legal counsel.

27. Captions. The captions of the paragraphs of this Agreement are solely for convenience and shall not be deemed a part of this Agreement for the purpose of construing the meaning thereof nor as a limitation on the scope of the particular paragraphs to which they refer.

28. Construction of Language. In construing the meaning and intent of this Agreement:


- a. Words and phrases, including defined terms, using the singular number shall include the plural and using the plural number shall include the singular, unless the context clearly indicates the contrary.
 - b. Words used in any particular gender shall be deemed to include any other gender and words used in the present tense shall include the future tense unless the context clearly indicates to the contrary.
 - c. Words "hereunder," "hereby," "herein," "hereof," and the like shall mean and refer to this Agreement as a whole and not merely to the specific paragraph or clause in which the respective word appears.
 - d. The enumeration of specific matters in a general statement shall not be construed to limit the generality of the statement to matters similar to those specific in the words "includes," "including," and "such as" shall be construed as followed by the phrase "without being limited to."
 - e. A provision that a Party "shall" or "shall not" do, cause or permit something shall be deemed to mean that such Party so covenants.
 - f. This Agreement shall be deemed to include all of the exhibits, schedules, riders and addenda annexed hereto, or referred to herein.
 - g. The term Licensor wherever used herein shall mean and include the undersigned Licensor and its officers, employees, agents, representatives, successors, permitted assigns, affiliated entities and devisees.
 - h. The term Licensee wherever used herein shall mean and include the undersigned Licensee and its officers, employees, agents, representatives, successors, permitted assigns, affiliated entities, partnerships, devisees and heirs.
29. Counterparts. This Agreement may be executed in counterparts, and this Agreement becomes effective upon execution by both Parties.
30. Authority. Each of the signatories hereto warrants, covenants, and represents that (i) he or she is authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign, (ii) the making, execution, delivery, and performance of this Agreement by such Party has been duly authorized and approved by requisite municipal or corporate action, and (iii) this Agreement has been duly executed and delivered and constitutes a valid and binding obligation of such Party, enforceable in accordance with its terms.
31. Binding Agreement. This Agreement shall be binding upon the Parties, their successors and permitted assigns.
32. Time. Time is of the essence for this Agreement.

33. County Resolution. Final approval of this Agreement shall be subject to authorization by council resolution, pursuant to Maui County Code Section 13.04.130(B).

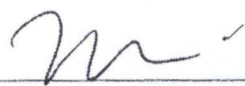
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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first herein above written.

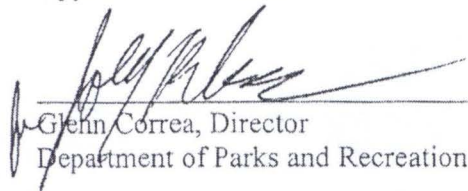
LICENSOR:
COUNTY OF MAUI


Alan M. Arakawa
Its Mayor

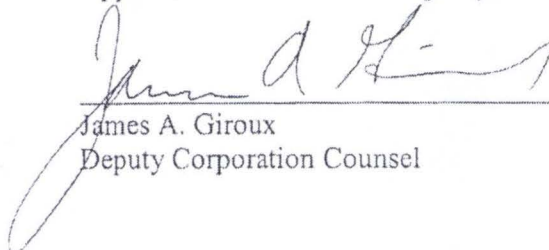
Approval Recommended:


Lynn A.S. Araki-Regan, Coordinator
Office of Economic Development

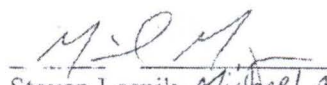
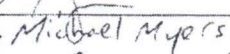
Approval Recommended:


Glenn Correa, Director
Department of Parks and Recreation

Approved as to Form and Legality:


James A. Giroux
Deputy Corporation Counsel


LICENSEE:
KEMPERSPORTS MARKETING, INC.


Steven Leonie 
CEO and Chairman Senior Vice Pres. & Int.

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this 17 day of January, 2005, before me appeared **ALAN M. ARAKAWA**, to me personally known, who being by me duly sworn did say that he is the Mayor of the County of Maui, a political subdivision of the State of Hawaii, in the capacity shown, having been duly authorized to execute such instrument in such capacity, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Maui, and that the said instrument was signed and sealed in behalf of said County of Maui by authority of its Charter, and the said **ALAN M. ARAKAWA** acknowledged the said instrument to be the free act and deed of said County of Maui.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public, State of Hawaii
Print Name LINDA K. TAMASHIRO
My commission expires: 10/17/06

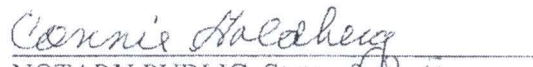
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STATE OF _____)
) SS.
COUNTY OF _____)

On this 4th day of January, 2005, before me personally appeared Michael Myers, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.




NOTARY PUBLIC, State of Ill
Print Name CONNIE GOLDBERG
My commission expires: 9/10/08

**FIRST AMENDMENT to
MAUI INVITATIONAL BASKETBALL TOURNAMENT LICENSE AGREEMENT**

This First Amendment to Maui Invitational Basketball Tournament License Agreement ("Amendment") is entered into as of December 3, 2012 (the "Effective Date"), by and between the **COUNTY OF MAUI**, a political subdivision of the State of Hawaii, whose principal place of business and mailing address is 200 South High Street, Wailuku, Hawaii 96793 (the "Licensor") and **KEMPERLESNIK COMMUNICATIONS, INC.**, (f/k/a KemperSports Marketing, Inc.), an Illinois corporation ("Licensee"), whose principal place of business and mailing address is 500 Skokie Boulevard, Ste. 444, Northbrook, Illinois 60062.

WHEREAS, Licensor and Licensee entered into a certain Maui Invitational Basketball Tournament License Agreement (the "Agreement") dated December 15, 2004, in which Licensor agreed to authorize the use by Licensee of the Lahaina Civic Center in Lahaina, Hawaii (the "Premises") for the purpose of setting up, conducting and dismantling the Maui Invitational® Basketball Tournament in partnership with Chaminade University (the "Activities"), in accordance with the terms and conditions of the Agreement; and

WHEREAS, the Agreement is set to expire by its terms on or about December 31, 2012, and the Licensor and Licensee desire and agree: (a) to extend the term of the Agreement for a period of eight (8) additional years as set forth herein, and (b) that the parties otherwise shall continue to operate for this extended term under the original terms and conditions of the Agreement unless amended and modified in writing;

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by this reference.

2. Term. The term of the Agreement shall be extended from December 31, 2012 to December 31, 2020.

a. Should both Parties wish to extend the Term, the Parties shall begin negotiating an amendment to this Agreement no later than sixty (60) calendar days after the 2018 Activities and shall submit a proposed amendment to this Agreement to the Maui County Council no later than sixty (60) calendar days after the 2019 Activities.

3. Use of Premises. Licensee is hereby authorized to use the Premises for the Activities between 8:00 a.m. and 10:00 p.m. (Hawaii Standard Time) beginning on the date that is seven (7) days prior to the Activities and ending on the date that is two (2) days after the end of the Activities. The Activities shall take place on the following dates (unless the parties agree to other dates in writing):

- November 25, 26 and 27, 2013;
- November 24, 25 and 26, 2014;
- November 23, 24 and 25, 2015;
- November 21, 22 and 23, 2016;

- November 20, 21 and 22, 2017;
- November 19, 20 and 21, 2018;
- November 25, 26 and 27, 2019; and
- November 23, 24 and 25, 2020.

4. Fees: Licensee shall pay the following fees annually with respect to the use of the Premises for the Activities:

- a. For the Term of this Agreement, the annual rental fee for use of the Premises for the Activities shall be \$5,000.
- b. For the Term of this Agreement, Licensee shall pay to Licensor the prorated electrical costs for the Lahaina Civic Center gymnasium and air conditioning system for the period of time that Licensee utilizes the Lahaina Civic Center for the Activities."
- c. The custodial deposit fee shall be \$1,000 per year.
- d. The key deposit fee shall be \$25 per year.

Licensee shall give written notice of cancellation and return any unused permits and keys to the Director not less than sixty (60) days before each year's Activities. If Licensee fails to give written notice of cancellation or return any issued permits or key within such time period, Licensee shall pay a cancellation fee equal to the full amount of the fees described in this Section 6 applicable to such year.

Licensor acknowledges and agrees that it will not receive, and it has no right to receive, any portion of ticket charges, sponsorship fees, concession revenues, broadcast fees or other fees or revenues received by Licensee in connection with the Activities. Any such fees and revenues will be the sole property of Licensee.

5. Notices. This shall replace and supersede Section 21 of the Agreement:

21. Notices. Any notices or other communications required or permitted hereunder shall be sufficiently given if in writing and (i) delivered personally, (ii) sent by certified mail, return receipt requested, postage prepaid ("Mail"), or sent by nationally-recognized overnight mail or courier service ("Overnight Courier"), addressed as shown below, or to such other address as the party concerned may substitute by written notice to the other. Any notice will be deemed received (A) upon the date personal delivery is made, (B) three (3) business days after the date it is deposited in the Mail, (C) one (1) business day after it is deposited with an Overnight Courier, or (D) the date upon which attempted delivery of such notice, whether by Mail, Overnight Courier or personal delivery, is refused or rejected.

If to Licensor:

*Mayor
County of Maui
200 S. High Street
Wailuku, HI 96793*

If to Licensee:

*KemperLesnik Communications, Inc.
500 Skokie Boulevard, Suite 444
Northbrook, Illinois 60062
Attention: Maui Invitational; Steven K. Skinner,
Chief Executive Officer*

with a copy to:

*KemperLesnik Communications, Inc.
500 Skokie Boulevard, Suite 444
Northbrook, Illinois 60062
Attention: Ms. Briana Wells*

The addresses and addressees may be changed by giving notice of such change in the manner provided herein for giving notice. Unless and until such written notice is received, the last address and addressee given shall be deemed to continue in effect for all purposes.

6. Miscellaneous.

(a) Except as herein specifically amended and modified, the Agreement shall remain in full force and effect, and this Amendment shall be incorporated in and made a part thereof. The Agreement, as modified herein, is hereby ratified by Licensor and Licensee.

(b) Capitalized terms not defined herein shall have the same meaning as set forth in the Maui Invitational Basketball Tournament License Agreement.

(c) In the event of any conflict between any other part of the Agreement and this Amendment, the terms and conditions of this Amendment shall control.

(d) This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same Amendment. A facsimile or scanned and e-mailed signature shall be as effective as an original signature.


The parties have executed this Amendment effective as of the date first above written.

LICENSOR:

LICENSEE:

COUNTY OF MAUI

KEMPERLESNIK COMMUNICATIONS, INC.

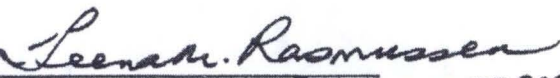
By: 
Name: Alan M. Arakawa
Title: Mayor

By: 
Steven K. Skinner
Chief Executive Officer

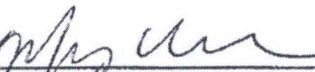
Approval Recommended:

By: 
Name: Glenn Correa
Title: Parks & Recreation Director

Approval Recommended:

By: 
Name: TEENA M. RASMUSSEN
Title: Director, Office of Economic Development

Approved as to Form and Legality:

By: 
Name: JEFFREY UEOKA
Title: Deputy Corporation Counsel