



EXECUTION COPY

KFC YUM! CENTER
ARENA NAMING RIGHTS AGREEMENT

By and between

YUM! BRANDS, INC.

AND

LOUISVILLE ARENA AUTHORITY, INC.

Effective Date of October 1, 2020

ARENA NAMING RIGHTS AGREEMENT

THIS ARENA NAMING RIGHTS AGREEMENT is entered into as of December 9, 2020 but with an effective date as of October 1, 2020 (the “Effective Date”) by and between (i) **YUM! BRANDS, INC.**, a North Carolina corporation (“Yum”), and (ii) **LOUISVILLE ARENA AUTHORITY, INC.**, a Kentucky non-stock, non-profit corporation (“LAA”).

Recitals

A. Yum in 2010 acquired naming and other rights related to the newly constructed, multi-use arena located on the Louisville, Kentucky riverfront between the Second Street bridge and Third Street (the “Arena”), pursuant to that Arena Naming Rights Agreement dated as of August 12, 2010 (the “2010 Naming Rights Agreement”) between Yum and Team Services, LLC, a Maryland limited liability company (“Team Services”), as the agent of LAA, which principal-agent relationship between LAA and Team Services has terminated. The term of the 2010 Naming Rights Agreement expired on September 30, 2020. Yum and LAA wish to enter into a new agreement providing for the granting of naming and other rights from LAA to Yum for a term which begins October 1, 2020 and runs through September 30, 2031, on the terms and subject to the conditions of this Agreement.

B. LAA was established to oversee the development of the Arena and owns the right to sell, lease or license the name or identification of the Arena and the right to grant the other rights set forth herein.

C. LAA desires to grant the rights described herein to Yum, and Yum desires to acquire such rights from LAA, and to grant certain rights to LAA, in each case, on the terms and conditions set forth below.

THE PARTIES HERETO, INTENDING TO BE LEGALLY BOUND, FOR VALUABLE CONSIDERATION RECEIVED BY EACH PARTY, AGREE AS FOLLOWS:

1. **Definitions.** The following capitalized terms will have the meaning indicated:

“Affiliated Brands Logo” means the logo attached hereto as Schedule D, which may be amended from time to time pursuant to Section 4.

“AEG Management” means AEG Management Louisville, LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware, which acts as the manager of the Arena pursuant to an agreement with LAA.

“Adjusted Annual Naming Rights Fee” means the amount determined pursuant to the fourth column of the table on Schedule C.

“Agreement” means this Arena Naming Rights Agreement together with all the Schedules attached hereto.

“Arena Logos” means, collectively, the Affiliated Brands Logo, the Parent Brand Logo and such other logos as may be designated pursuant to Section 4(d).

“Competitive Company” means any QSR Entity (other than the Yum Entities), or any Specified Restaurant Entity, that produces or sells any of the Designated Products.

“Concessionaire” means the Arena’s concessions vendor.

“Concessions License Agreement” has the meaning set forth in Section 7(c) hereof.

“Contract Year” means from the Effective Date through September 30, 2021 for the first Contract Year, and thereafter, the period from October 1 to the following September 30, for each subsequent Contract Year.

“Designated Products” means chicken products, Mexican food products, pizza products, pasta products and wings products, and such additional products as may be designated from time to time pursuant to Section 7.

“Domain Name” means any of the domain names listed in Section I of Schedule H and such other domain names as may be mutually approved by Yum and LAA.

“Event” means any event, gathering, show, contest, game, concert or the like.

“Force Majeure Event” has the meaning set forth in Section 12 hereof.

“Grandfathered Competitive Company” means those Competitive Companies listed in Section I of Schedule F; provided, however, that each of the Competitive Companies shall be a “Grandfathered Competitive Company” for purposes of this Agreement only for so long as such Competitive Company has the contractual rights identified in Section I of Schedule F.

“Grandfathered Competitive Company’s Interior Signage Impact” means, with respect to each Grandfathered Competitive Company, the aggregate visual impact of the interior signage of such Grandfathered Competitive Company, as determined by LAA in its reasonable discretion, taking into consideration the size, location and number of locations of the interior signage of such Grandfathered Competitive Company and all other considerations that could reasonably be deemed relevant.

“Grandfathered Competitive Burger Company” has the meaning given to such term in Schedule F.

“Grandfathered Competitive Pizza Company” has the meaning given to such term in Schedule F.

“Louisville” means the University of Louisville.

“Major Event” means an Event which is likely to draw 10,000 or more spectators to the Arena.

“NCAA” means the National Collegiate Athletic Association.

“Parent Brand Logo” means the logo attached hereto as Schedule E, which may be amended from time to time pursuant to Section 4.

“Public Event” means any Event which takes place in or about the Arena and which is open to the general public.

“QSR” means quick service restaurant.

“QSR Entity” means any company or entity that operates or franchises QSRs.

“Specified Parties” means LAA and Yum.

“Specified Party” means any one of LAA or Yum, as the context requires.

“Specified Restaurant Entity” means any company or entity that operates or franchises modestly priced national chain restaurants.

“ULAA” means University of Louisville Athletic Association, Inc.

“University-Sponsored Event” means any athletic, academic or related activity that is sponsored and solely arranged by either ULAA or Louisville, including, but not limited to, any basketball game played in the Arena by either the Louisville men’s or women’s basketball teams, other athletic games or events, Louisville graduations, student performances, and the like. For purposes of this definition, an event shall be considered sponsored and arranged by ULAA or Louisville only if the event has been approved in advance by (i) in the case of an athletic event, an administrator in the athletic office of Louisville at the level of associate director or above, and (ii) in the case of any other event, an administrator of Louisville at the level of vice president or above or a faculty member at the level of department head or above. For purposes of this definition, an athletic event in the Arena that is part of a postseason competition controlled, directed and supervised by the NCAA for the purpose of determining an NCAA national champion or an NCAA division champion for any sport, is not a “University-Sponsored Event”. Under the Lease Agreement (as defined herein), the Arena is the site of “home” basketball games for both the Louisville men’s basketball team and the Louisville women’s basketball team. The references made in Notes 2 and 3 to Schedule C in this Agreement to the men’s basketball team are intended only to express certain economic metrics agreed to by the Specified Parties with respect to the Fees payable hereunder.

“Yum Entities” means, collectively, Yum and its then-existing direct and indirect majority-owned subsidiaries.

“Yum’s Interior Signage Impact” means the aggregate visual impact of the Interior Signage (as defined in Section 5(b)), as determined by LAA in its reasonable discretion, taking into consideration the size, location and number of locations of the Interior Signage and all other considerations that could reasonably be deemed relevant (it being understood that the Interior Signage described in Schedule A.II.a, b, c, f, and h shall be excluded from the definition of “Interior Signage” for purposes of this definition).

2. **Term.**

(a) This Agreement shall begin on the Effective Date and shall expire on September 30, 2031 (the "Term"), unless earlier terminated as set forth in Section 11 (in which case the Term shall end on such termination).

(b) Yum shall have an exclusive right to negotiate (the "Right of First Negotiation") with LAA to renew and extend this Agreement upon terms and conditions mutually acceptable to Yum and LAA. If Yum elects to exercise the Right of First Negotiation, Yum shall submit a written offer to LAA, setting forth the consideration and other material terms and conditions proposed by Yum for the renewal of this Agreement, no later than October 1, 2029. Upon LAA's receipt of Yum's written offer, the Specified Parties shall negotiate exclusively with each other in good faith, such negotiations to begin within 30 days after LAA's receipt of Yum's written offer and to continue until the expiration of a 120 day period after such negotiations have begun (the "Negotiating Period"). After the expiration of the Negotiating Period, if Yum and LAA fail to reach agreement notwithstanding the use of good faith efforts, LAA shall have no further obligation to negotiate exclusively with Yum, and shall be permitted to commence negotiations with any other third party with respect to the naming rights of the Arena.

3. **Fees.**

(a) The consideration payable by Yum for all of the rights granted to Yum pursuant to this Agreement shall be the fees set forth on Schedule C, subject to adjustment as set forth in the footnotes to Schedule C and to adjustment pursuant to Sections 3(c) and 3(d) hereof (the "Fees"). Yum shall be responsible for all applicable federal, state or local taxes or charges, if any, levied, assessed or otherwise due with respect to Yum's payment of the Fees; provided, that LAA shall be solely responsible for all taxes or charges based solely on LAA's net income. If a Fee is not paid by Yum within 10 business days after the applicable payment date, Yum shall be responsible for interest on the delinquent payment from the date the payment was originally due until paid at the rate of 7% per annum. Yum acknowledges that Yum is not placing any restrictions on the use of Fees paid pursuant this Agreement (it being understood that LAA shall not use the Fees to otherwise violate this Agreement).

(b) For Contract Years 1 and 2, Yum shall pay the Contract Year's Fees, if any, within 10 business days after the commencement of the eighth (8th) month of such Contract Year. At least 30 days, but not more than 120 days, in advance of each due date of Fees for Contract Years 1 and 2, LAA shall prepare and send to Yum a detailed invoice, in mutually acceptable form, that sets forth the calculation of such Fee, including, without limitation, any applicable adjustments under Section 3(c) or 3(d) (including a description of applicable sanctions or post-season success) and any applicable Year 1 Adjustment or Year 2 Adjustment (including the actual number of regular season and post-season Televised Games occurring in the Arena during the applicable Contract Year) and any Suite Adjustment (including the actual number of Collegiate Team games played in the Arena during the applicable Contract Year), together with supporting documentation, in accordance with Schedule C. For Contract Years 3 through 11, Yum shall pay the Contract Year's Fees within 10 business days after the commencement of such Contract Year. At least 30 days, but not more than 120 days, in advance of each due date of Fees for Contract Years 3 through 11, LAA shall prepare and send to Yum a detailed invoice, in mutually acceptable form, that sets

forth the calculation of such Fees, including, without limitation, any applicable adjustments under Section 3(c) or 3(d) (including a description of applicable sanctions or post-season success) and any CPI adjustment, together with supporting documentation, in accordance with Schedule C. Yum shall pay the Fees to LAA (it being understood that once Yum pays any applicable Fees to LAA, Yum shall not be liable thereafter to any other person or entity, including, but not limited to, any current agent of LAA or any previous agent of LAA for such Fees).

(c) Notwithstanding anything to the contrary in this Section 3, if the Louisville varsity men’s basketball program is sanctioned or Louisville self-imposes sanctions as specified in the chart below, then the Adjusted Annual Naming Rights Fee for the Contract Years subject to the sanctions shall be reduced as indicated in each of the applicable rows of the chart below; provided that the total fee reductions pursuant to this Section 3(c) in effect at any time during any Contract Year shall not exceed 30%. If the Louisville varsity men’s basketball program is sanctioned or Louisville self-imposes sanctions for part of a Contract Year, then the fee reduction indicated in the chart below shall be prorated for the portion of the Contract Year that is affected by the sanctions.

Sanction (whether or not self-imposed)	Fee Reduction of the Adjusted Annual Naming Rights Fee
A reduction in the number of financial awards or scholarships by two or more, for two or more seasons of varsity men’s basketball	5%
The varsity men’s basketball program is banned from post-season competition	10%
The varsity men’s basketball program is banned from television appearances for a season	30%

(d) Conversely, if the Louisville varsity men’s basketball program advances to the “Final Four” in the NCAA Men’s Basketball Tournament in a Contract Year, then Yum shall increase the Adjusted Annual Naming Rights Fee paid for that Contract Year by 10%, which additional fee shall be paid by Yum to LAA within 30 days after the end of such Contract Year.

(e) Without in any way limiting any other rights Yum may have under this Agreement, except as provided in the immediately following paragraph, if a Force Majeure Event occurs that renders the Arena unusable to host a Public Event, Yum shall have no obligation to pay any future Fees until the Arena becomes usable to host a Public Event. In the event that a Force Majeure Event occurs that renders the Arena unusable to host a Public Event during any Contract Year, any unearned portion of the Fees paid by Yum allocable to such Contract Year shall be refunded to Yum by LAA within 30 days after the end of such Contract Year. The unearned

portion of the Fees for these purposes shall be calculated as follows: (i) the Fees for such Contract Year multiplied by (ii) a fraction, the numerator of which is the number of days in which the Arena is unusable to host a Public Event during such Contract Year, and the denominator of which is the total number of days of such Contract Year. In the event Yum is required to pay any Fees for the next Contract Year, Yum shall have the right to set-off any such amount against the Fees to be paid for such next Contract Year.

In consideration of LAA's agreement with respect to Contract Year Fees for Contract Years 1 and 2 set forth in Schedule C, Yum agrees to waive (i) any present or future claim to a rebate of Fees described in the immediately preceding paragraph based on a Force Majeure Event occurring in Contract Years 1 or 2; provided, however, that the foregoing clause shall not affect Yum's termination or other rights set forth in Section 11, including, without limitation, any termination right based upon a Force Majeure Event. Nothing contained in the immediately preceding sentence shall waive, diminish or otherwise impair Yum's rights to any rebate of Fees or other rights related to a Force Majeure Event in Contract Year 3 and thereafter, irrespective of whether such Force Majeure Event first occurred prior to Year 3 and is continuing.

4. **Arena Name; Arena Logo.**

(a) LAA hereby grants to Yum the exclusive and irrevocable right to name the Arena during the Term, and Yum hereby names the Arena "KFC Yum! Center" ("KFC Yum! Center") or such other name as may be designated pursuant to Section 4(c) being referred to herein as the "Arena Name"), subject to the terms and conditions of this Agreement. During the Term, the official name of the Arena shall be the Arena Name, and LAA hereby agrees during the Term to (i) identify and refer to the Arena only by the Arena Name to the extent the Arena is identified or referred to in any documents, press releases, promotional or advertising materials or other communications produced, disseminated or authorized by or for LAA, (ii) encourage and use commercially reasonable efforts to cause Louisville and each other person or entity that contracts for the use of the Arena for any purpose to identify and refer to the Arena by the Arena Name to the extent the Arena is identified or referred to in any documents, press releases, promotional or advertising materials or other communications produced, disseminated or authorized by or for such person or entity related to such use of the Arena, and (iii) encourage and use commercially reasonable efforts to cause major media outlets to identify and refer to the Arena by the Arena Name to the extent the Arena is identified or referred to in any documents, press releases, promotional or advertising materials or other communications produced, disseminated or authorized by or for such major media outlets in connection with their coverage of any Public Events. LAA will use its best efforts to cause Ticketmaster and any other applicable producers (including Louisville) of tickets to Public Events to display the Arena Name on all tickets.

(b) The Specified Parties hereby approve the Affiliated Brands Logo and the Parent Brand Logo for use in accordance with this Agreement.

(c) In the event Yum (i) undergoes a corporate name change or (ii) sells or otherwise disposes of any of its affiliates, changes the name of any of its affiliates (or any of their brands), or acquires a new affiliate or brand, and Yum determines that such sale, change, or acquisition makes the Arena Name no longer suitable or in the event Yum decides to change the Arena Name (subject to the following proviso) to a name oriented around a social purpose, then

Yum shall be entitled to change the Arena Name, to delete or add (or to delete and add) brand or company names or to change to a name oriented around a social purpose, upon three months prior written notice to LAA; provided, however, that Yum shall not choose a new name for the Arena that could reasonably be deemed to cause embarrassment to LAA or that could reasonably be construed to promote violence, encourage illegal activity or the use of tobacco by minors, or contain any overt political message or reference. Any other proposals by Yum to change the Arena Name shall require the prior written consent of LAA. In the event a new Arena Name is designated pursuant to this Section 4(c), LAA and Yum shall consult and cooperate with each other concerning plans for implementation of such new Arena Name (including, but not limited to, any changes to the Arena Logos or signage). Yum shall be responsible for all out-of-pocket costs and expenses incurred by LAA pursuant to mutually agreed upon written plans and budgets for the implementation of the new Arena Name, including, but not limited to, the costs and expenses of changing the Arena Logos, signage, tickets, promotional and advertising materials and any other items bearing the Arena Name.

(d) In the event Yum (i) undergoes a corporate name change or (ii) sells or otherwise disposes of any of its affiliates, or changes the name of any of its affiliates (or any of their brands), or acquires a new affiliate or brand, and Yum determines that such sale, change, or acquisition makes any Arena Logos no longer suitable or in the event Yum decides to change the Arena Name or any Arena Logo (subject to the following proviso) to a name or logo oriented around a social purpose, then Yum shall be entitled to change such Arena Logo, to delete or add (or to delete and add) brand or company names or logos or to change to a name or logo oriented around a social purpose, upon three months prior written notice to LAA; provided, however, that Yum shall not choose a new logo that could reasonably be deemed to cause embarrassment to LAA or that could reasonably be construed to promote violence, encourage illegal activity or the use of tobacco by minors, or contain any overt political message or reference. Any other proposals by Yum to change the Arena Logos shall require LAA's prior written consent. In the event the Affiliated Brands Logo or the Parent Brand Logo (as applicable) is changed pursuant to this Section 4(d), LAA and Yum shall consult and cooperate with each other concerning plans for implementation of such logo changes. Yum shall be responsible for all out-of-pocket costs and expenses incurred by LAA pursuant to mutually agreed upon written plans and budgets for the implementation of such logo changes, including, but not limited to, the costs and expenses of changing signage, tickets, promotional and advertising materials and any other items bearing the Affiliated Brands Logo and the Parent Brand Logo (as applicable).

(e) Notwithstanding Section 4(a), LAA shall retain naming rights for (i) all Public Events, and (ii) all discrete and identifiable portions of the Arena; provided, however, that (1) LAA shall not permit any signage or other identification to be placed on the basketball floor except as contemplated by the schematic set forth on Schedule A-9, (2) subject to the following sentence, LAA shall not permit any Public Events to be named after a Competitive Company, (3) LAA shall not permit any such discrete and identifiable portions of the Arena to be named after a Competitive Company and (4) nothing in this Section 4(e) shall be deemed to permit LAA to violate or affect any of the signage rights granted to Yum pursuant to this Agreement. Notwithstanding anything to the contrary set forth in this Section 4(e), solely if a failure to do so would result in the inability of LAA or the Arena to host a Major Event (including but not limited to NCAA Events), LAA shall be permitted to allow such Major Event to be named after a Competitive Company; provided, however, that (1) prior to selling or displaying temporary

signage or other advertising promoting a Competitive Company for which a Major Event is to be named, at the Major Event, LAA shall use commercially reasonable efforts in its negotiations with the representatives of such Event (including, but not limited to, where applicable, such Competitive Company) to limit any such temporary signage (in terms of number of locations, size and otherwise) as much as possible, (2) LAA shall not permit any such temporary signage or advertising to cover, deactivate or otherwise affect any of Yum's signage or displays contemplated by this Agreement. LAA shall cause any such temporary signage or advertising to be removed as soon as reasonably practicable (but in any event no more than two days) after the date of such Event, and (3) LAA shall not permit the Arena to host more than one (1) such Major Event named after a Competitive Company in any calendar year without the prior written consent of Yum, which consent shall not be unreasonably withheld.

5. Signage and Advertising.

(a) During the Term, Yum shall have the right to display signage on or about the exterior of the Arena as set forth in Section I of Schedule A (such signage being individually referred to herein as an "Exterior Sign" and collectively as the "Exterior Signs"). Other than the Exterior Signs, the image of the Louisville mascot symbol (which shall be placed only in locations reasonably consistent with the schematics set forth on Schedules A-1 – A-3), signage for Norton Healthcare, Inc. and its affiliates (which shall be placed only in locations reasonably consistent with the schematics set forth on Schedule A-13), signage for Stock Yards Bank & Trust and PepsiCo (which shall be placed only in the proximity to the ticket windows and plaza locations, respectively, reasonably consistent with the schematics set forth on Schedule A-2), and the banners set forth on Schedule A-14 (which shall be placed only on the east and west elevations, from Main Street to River Road), LAA shall not permit any signage to be displayed on the exterior of the Arena (other than signage of a non-commercial nature (e.g., directional or safety-related signage)); provided, however, that on the date of any Public Event, LAA shall be entitled to permit temporary signage that contains information regarding such Public Event and commercial signage relating to sponsors associated with such Public Event to be placed on the exterior of the Arena so long as such signage (i) does not cover, in whole or in part, any Exterior Sign and (ii) subject to Section 5(d), does not advertise, promote or otherwise relate to a Competitive Company. LAA shall cause such temporary signage to be removed as soon as reasonably practicable (but in any event no more than two days) after the date of such Public Event.

(b) During the Term, Yum shall have the right to display signage on the interior of the Arena as set forth in Section II of Schedule A (such signage being referred to herein collectively as the "Interior Signage"). Subject to Section 5(d), LAA shall not permit (i) any signage to be displayed on the interior of the Arena that advertises, promotes or is otherwise related to a Competitive Company (other than the Grandfathered Competitive Company), and (ii) the Grandfathered Competitive Company's Interior Signage Impact of the Grandfathered Competitive Company to exceed Yum's Interior Signage Impact. Yum acknowledges that the Grandfathered Competitive Companies and ULAA may assert rights with respect to certain interior signage and other rights described on Schedule F.

(c) During the Term, Yum shall have the right to display commercials and other messages on the electronic and digital media in or around the Arena as set forth in Section III of Schedule A. Subject to Section 5(d), LAA shall not permit any commercials or other messages to

be displayed on any of the electronic and digital media in or around the Arena that advertises, promotes or is otherwise related to a Competitive Company; provided, however, that to the extent the Grandfathered Competitive Pizza Company has any rights with respect to the Arena, LAA shall be permitted to allow commercials or other messages to be displayed on such media that advertises, promotes or is otherwise related to the Grandfathered Competitive Company so long as (A) such Grandfathered Competitive Company shall not have more total commercials available for display on any such media than the Yum brand that has the most total commercials then available and (B) such Grandfathered Competitive Company's commercials shall not be displayed for a greater percentage of any 60 minute period of available programming time on any such media than the Yum brand whose commercials are displayed for the greatest percentage of any 60 minute period of available programming time on such media (it being understood that to the extent the Grandfathered Competitive Pizza Company has any rights with respect to the Arena, for purposes of clauses (A) and (B), the comparison under this Section 5(c) with respect to the Grandfathered Competitive Pizza Company shall be against Yum's Pizza Hut brand). Furthermore, in the event that a Competitive Company provides concessions to customers in the Arena, Yum acknowledges that such Competitive Company shall be entitled to advertise and promote the fact that its products and services are sold at the Arena, provided that such advertising and promotion does not otherwise violate any of the provisions of this Agreement. Notwithstanding anything in this Section 5(c) to the contrary, LAA shall not permit any Competitive Company (including the Grandfathered Competitive Companies) to engage in any comparative advertising with respect to any Yum brand in the commercials or other messages to be displayed on any of the electronic or digital media in or around the Arena. Further, solely if a failure to do so would result in the inability of LAA or the Arena to host a Major Event, LAA shall be permitted to sell or display temporary signage or other advertising promoting a Competitive Company in the interior or on or about the exterior of the Arena during such Event-; provided, however, that (1) prior to selling or displaying such temporary signage or other advertising promoting a Competitive Company, LAA shall use commercially reasonable efforts in its negotiations with the representatives of such Event (including, but not limited to, where applicable, such Competitive Company) to limit such temporary signage in terms of number of locations, size and otherwise as much as possible, (2) LAA shall not permit such temporary signage or advertising to cover, deactivate or otherwise affect any of Yum's signage or displays contemplated by this Agreement, (3) LAA shall cause any such temporary signage or advertising to be removed as soon as reasonably practicable (but in any event no more than two days) after the date of such Event, and (4) LAA shall not be permitted to sell or permit the display of such temporary signage or other advertising promoting a Competitive Company in the interior or on or about the exterior of the Arena for more than one (1) such Major Event in any calendar quarter without the prior written consent of Yum, which consent shall not be unreasonably withheld. Yum acknowledges that the Grandfathered Competitive Companies and ULAA may assert rights with respect to the electronic and digital media in and around the Arena described in Schedule F.

(d) Notwithstanding anything to the contrary set forth in this Agreement, Yum acknowledges that during the term of the 2010 Naming Rights Agreement the Grandfathered Competitive Pizza Company was treated as the only pizza brand and pizza company for which signage could be displayed within the seating bowl of the Arena at University-Sponsored Events. LAA agrees to use its commercially reasonable efforts to permit Pizza Hut to advertise and promote the sale of pizza and pizza-related products during University-Sponsored Events.

(e) LAA shall use commercially reasonable efforts to cause the Kentucky Department of Transportation and the City of Louisville to maximize the exposure of the Arena Name on directional highway signage throughout the City of Louisville and its surrounding areas (it being understood that, unless otherwise agreed, such signage will designate the Arena Name in plain print (i.e., without using the Arena Logos)).

(f) As soon as reasonably practicable after the specifications of the Exterior Signs are finalized in accordance with the terms hereof, but in any event within one hundred twenty (120) days after such specifications have been finalized by agreement of the Specified Parties, LAA shall cause such signage to be fabricated and installed in its appropriate location. Upon completion of the fabrication and installation of all the Exterior Signs (and approval by Yum that such fabrication and installation conforms to the agreed upon specifications), Yum shall reimburse LAA, upon receipt by Yum of an invoice, for 50% of all the costs and expenses incurred by LAA in the fabrication and installation of all the Exterior Signs (the “Half Exterior Signage Cost”), provided that Yum shall have approved such costs and expenses in advance of their incurrence.

(g) As soon as reasonably practicable after the specifications of the Interior Signage are finalized in accordance with the terms hereof, but in any event within one hundred twenty (120) days after such specifications have been finalized by agreement of the Specified Parties, LAA shall cause such signage to be fabricated and installed in its appropriate location. Upon completion of the fabrication and installation of all the Interior Signage (and approval by Yum that such fabrication and installation conforms to the agreed upon specifications), Yum shall reimburse LAA, upon receipt by Yum of an invoice, for 50% of all the costs and expenses incurred by LAA in the fabrication and installation of all the Interior Signage (the “Half Interior Signage Cost”), other than signage described in the following sentence; provided that Yum shall have approved such costs and expenses in advance of their incurrence. It is understood that Yum shall be solely responsible for costs and expenses incurred in the fabrication and installation of (i) the Yum shadowbox described in Section II.f. of Schedule A, (ii) the Yum Theme Area described in Section II.g. of Schedule A, and (iii) the KFC “bucket” described in Section II.h. of Schedule A.

(h) LAA shall maintain in good condition, and repair as needed, all signage contemplated by this Agreement and the electronic and digital media of the Arena on which any of the signage contemplated by this Agreement shall be displayed. LAA shall be responsible for all costs and expenses related to such maintenance and repair.

(i) Each of LAA and Yum (subject to Section 5(j)) shall have the right to cause the replacement, removal or modification of any signage or displays contemplated by this Agreement with the prior written approval of the other. Unless otherwise agreed, all costs and expenses associated with any such replacement, removal or modification shall be borne solely by the Specified Party commencing such replacement, removal or modification. Notwithstanding the provisions of this Section 5(i), LAA acknowledges and agrees that Yum shall have the reasonable right to make changes to the Exterior Signs, Interior Signage and the commercials and messages contemplated by Section 5(c), at Yum’s expense.

(j) Yum shall not have the right to access the signage contemplated by this Agreement or the devices, scoreboards or other surfaces upon which such signage shall be placed.

Any installation, replacement, removal or modification thereof to be made in accordance with this Agreement shall be made by persons authorized by LAA.

(k) If any Louisville varsity men's basketball home game is not played on its regularly scheduled date, unless the game is made up at the Arena, LAA shall provide additional electronic messaging units or temporary signage locations for another Public Event as approved by Yum.

(l) All the signage contemplated by this Agreement shall comply with all applicable governmental rules and regulations.

(m) During the Term, Yum shall have the right to display signage on or around the Yum Concession Locations as contemplated by Sections 7(b) and (e).

6. **Intellectual Property Matters.**

(a) Yum is and shall remain at all times the exclusive owner of all right, title and interest in and to the Arena Name, the Arena Logos, the Domain Names and any derivatives, modifications or alterations thereto or thereof, including, but not limited to, all goodwill and all copyrights, trademarks, trade names, service marks or other intellectual property associated with the Arena Name, the Arena Logos, the Domain Names and any derivatives, modifications or alterations thereto or thereof (collectively, the "Intellectual Property"). LAA does not obtain any right, title or interest in the Intellectual Property other than as set forth in this Agreement and all right, title and interest (including, but not limited to, goodwill) in the Intellectual Property arising from the use of the Intellectual Property under this Agreement or otherwise shall vest in Yum. Yum shall have the right, in its sole discretion and at its sole expense, to protect and enforce its rights in the Intellectual Property.

(b) During the Term, LAA shall have the right to disclose, publish, advertise and promote the fact that Yum is the naming rights sponsor of the Arena. Subject to the terms of this Agreement, Yum hereby grants to LAA and Louisville a non-exclusive, world-wide, royalty-free right and license during the Term to use and to sub-license to others (without the right to sub-license further), including, but not limited to, Louisville-Jefferson County Metro Government, AEG Management, tenants and licensees of the Arena, The Collegiate Licensing Company (including for the purpose of cross-branding the Arena Name with Louisville logos and marks), providers of merchandise, goods and services and advertisers, the non-exclusive right to use the Arena Name and the Arena Logos in connection with (i) the advertising, promotion, marketing and operations of the Arena and all Public Events, (ii) advertising and (iii) providing or marketing goods and product sales and services; provided, however, that (A) any such right of LAA or Louisville, or granted by LAA or Louisville to third parties, shall expire contemporaneously with the termination or expiration of this Agreement and (B) neither LAA nor Louisville shall sub-license the right to use the Arena Name or the Arena Logos to any individual or entity (and shall revoke a previously granted sub-license to any individual or entity) (1) engaged in illegal conduct or conduct involving moral turpitude (excluding past illegal conduct by an entity which would not reasonably be expected to adversely affect Yum, the Arena Name or the Arena Logos) or (2) whose existence or business operations could reasonably be deemed to cause embarrassment to Yum.

(c) The Yum Entities shall have the right to disclose, publish, advertise and promote the fact that Yum is the naming rights sponsor of the Arena. The Yum Entities shall have the right to use the Arena Name and the Arena Logos in connection with advertising and promoting any of the Yum Entities, any of the Yum Entities' then-existing brands or products and any Public Events; provided, however, that the use of the Arena Name and the Arena Logos in connection with any specific promotions or similar specific promotional use (as contrasted with generic brand advertising) will require the prior written consent of LAA (it being understood that LAA shall not allow any Competitive Company to use the Arena Name or the Arena Logos in connection with any specific promotions or similar specific promotional use without the prior written consent of Yum).

(d) Unless otherwise set forth in this Agreement, no Specified Party shall have the right to use in any way the corporate or trade name(s), trademark(s), service mark(s), logo(s) or other identifications or intellectual property of any other Specified Party or its affiliates without such Specified Party's prior written consent.

(e) LAA shall establish, at LAA's expense, an internet web site or other form of internet or electronic bulletin board that utilizes a Domain Name and an e-mail address or addresses for the purpose of promoting the Arena and any Public Events (the "Arena Web Site"). In such event, Yum shall, at Yum's sole expense, seek Domain Name registration for the Arena Web Site. Upon acquisition of a Domain Name, Yum shall grant solely to LAA a fully-paid up, royalty-free, exclusive license to use the Domain Name to create and maintain the Arena Web Site during the Term. LAA shall own all right, title and interest, including, but not limited to, all goodwill, relating to the Arena Web Site (including Arena Web Site content, other than the Intellectual Property and any other proprietary marks or information of Yum or any Yum Entity) and all marketing rights, in and to the Arena Web Site (it being understood that Yum shall remain the exclusive owner of all right, title and interest in and to the Domain Names and the other Intellectual Property). Yum shall have the right to monitor LAA's use of the Arena Web Site. Yum shall receive advertising exposure on the Arena Web Site as set forth in Section II of Schedule H, and the Arena Web Site shall include a link to Yum's corporate web site. The Arena Name and the Affiliated Brands Logo shall be displayed prominently on each page of the Arena Web Site. LAA shall have the responsibility and obligation to prevent ambush marketing related to the Arena Web Site. Immediately upon the end of the Term, LAA shall relocate or discontinue the Arena Web Site and remove any materials or references from the Arena Web Site that might suggest any association, connection or a continued relationship with the Arena Name, the Arena Logos or any Yum Entity. Yum shall, for a period of six months following the end of the Term, prominently maintain a referencing link to any relocated site on the first page displayed to those accessing the Domain Name.

(f) Notwithstanding anything to the contrary in this Agreement, LAA shall not and shall not permit any signage, commercials, or other messaging to be displayed that could reasonably be deemed to cause embarrassment to Yum or the Yum Entities or that could reasonably be construed to promote violence, encourage illegal activity or the use of tobacco by minors, or contain any overt political message or reference.

7. **Arena Concessions.**

(a) Subject to the qualifications of this Section 7(a), LAA hereby grants the Yum Entities the right to be, and the Yum Entities shall be, the exclusive vendor in the Arena for all the Designated Products. Notwithstanding anything to the contrary set forth in this Agreement, Yum acknowledges that during the term of the 2010 Naming Rights Agreement the Grandfathered Competitive Pizza Company was treated as the only pizza brand and pizza company which could sell pizza and pizza-related products at University-Sponsored Events. LAA agrees to use its commercially reasonable efforts to permit Pizza Hut to sell pizza and pizza-related products during University-Sponsored Events.

(b) Further, if Yum acquires a new affiliate or brand and desires for the new affiliate or brand, or desires for an existing affiliate or brand, to offer concessions for sale in the Arena, then the Parties shall work in good faith to negotiate the inclusion of the affiliate or brand as a Yum Concession Location and to revise the definition of Designated Products to include the products sold by the new affiliate or brand to the greatest commercially reasonable extent. It is noted that inclusion of a new affiliate or brand as a Yum Concession Location in a manner that displaces another QSR which is paying fees to the Concessionaire or the LAA would typically require the expenditure of additional amounts by Yum to make such location a Yum Concession Location in an amount to be negotiated by the Specified Parties.

Further notwithstanding anything to the contrary contained in this Agreement, (i) Yum shall have the right, in its sole discretion, to add from time to time Habit Burger Grill at existing Yum Concession Locations; (ii) if LAA or the Concessionaire has an intention to replace any generic grill location in the Arena with a branded QSR or other branded concept or to replace any Grandfathered Competitive Pizza Company location with any other branded concept, LAA shall provide Yum prompt written notice of such intention and Yum shall have the right of exclusive negotiation with the LAA or the Concessionaire, as applicable, for a period of 60 days after receipt of such notice for Yum to add Habit Burger Grill or other present or future Yum brand or any of its affiliate's brands at such location, provided that the obligation to provide notification and right to negotiate for additional locations shall cease to the extent that Yum has nine or more concession locations within the Arena; and (iii) if the rights of the Grandfathered Competitive Burger Company to be identified and promoted as the official "Hamburger & French Fry Partner" of the Arena as described in Section I.b. of Schedule F expire or are otherwise terminated, LAA shall provide Yum prompt written notice of such circumstance and Yum shall have the right of notice and exclusive negotiation with the LAA or the Concessionaire, as applicable, for a period of 60 days after receipt of such notice for Habit Burger Grill to be identified and promoted as the official "Hamburger & French Fry Partner" of the Arena.

(c) As soon as reasonably practicable after the execution of this Agreement, LAA shall cause the Concessionaire to enter into certain license agreements (the "Concession License Agreements") with Yum's KFC, Taco Bell and Pizza Hut, Habit Burger Grill and any other brand affiliates for the development of the Yum Concession Locations from which the Concessionaire shall sell such affiliates' products in the Arena on terms substantially similar to the terms of such affiliates' standard license terms, including, but not limited to, the royalty rates and initial fees set forth in Section IV of Schedule A. Certain additional terms related to the Concession License Agreements are set forth in Section IV of Schedule A. LAA shall cause the

Concessionaire to include in each Concession License Agreement entered into now or in the future between Yum and the Concessionaire a representation by the Concessionaire that it has the full right and legal authority to grant to Yum the rights granted by the Concessionaire therein.

(d) During the Term, the Yum Entities shall have the right to sell, through the Concessionaire, Yum-branded food items at the concession locations of the Arena set forth on Schedule B (the “Yum Concession Locations”) in accordance with the terms of this Agreement and any Concession License Agreements.

(e) LAA shall cause the Concessionaire to cause its employees to wear the Arena’s standard concession uniforms (which shall display the Arena Name and Arena Logos and no other name or logo), which shall be standard for all concession personnel at the Arena; provided, that if LAA allows the Concessionaire to allow concession personnel operating any Grandfathered Competitive Pizza Company concession location to wear Grandfathered Competitive Pizza Company uniforms, then LAA shall cause the Concessionaire to cause concession personnel operating any of the Yum Concession Locations to wear the uniforms of Yum’s brand affiliates.

(f) LAA hereby grants Yum the right to establish the specifications of the Yum Concession Locations (including, but not limited to, the equipment, signage, customer stands and other such items located at the Yum Concession Locations), subject to the prior approval of such specifications by LAA. As soon as reasonably practicable after such specifications have been finalized, but in any event within one hundred twenty (120) days after such specifications have been finalized by agreement of the Specified Parties, LAA shall cause the items described in such specifications to be fabricated and installed in their appropriate locations. Upon completion of the fabrication and installation of such items by LAA (and approval by Yum that such items conform to the agreed upon specifications), Yum shall reimburse LAA, upon receipt by Yum of an invoice, for 50% of all of the costs and expenses incurred by LAA in the fabrication and installation of such items (the “Half Concession Costs”), provided that Yum shall have approved all such costs and expenses in advance of their incurrence.

(g) Yum shall have the right to make modifications or updates, at the Concessionaire’s expense, to equipment used in any of the Yum Concession Locations in order to ensure such equipment meets Yum’s then-applicable requirements and standards.

(h) Yum shall give LAA written notice if the Concessionaire fails in any material respect to perform its obligations under this Agreement or under any of the Concession License Agreements. Upon receipt of such written notice, LAA shall (i) use its commercially reasonable best efforts to cause the Concessionaire to cure any deficiencies in the Concessionaire’s performance under any applicable Concession License Agreement, and (ii) hold the Concessionaire legally responsible for any material breach of the Concessionaire’s obligations under the Concession License Agreement. In the event LAA elects to terminate the Concessionaire, LAA and Yum shall cooperate in identifying an appropriate new Concessionaire. LAA shall have the right to select the new Concessionaire (it being understood that LAA shall take into consideration Yum’s reasonable input in such selection process). LAA shall cause any new Concessionaire to enter into concession license agreements with the applicable Yum Entities on terms substantially similar to the terms of the Concession License Agreements. LAA

acknowledges and agrees that nothing in this Section 7(g) shall affect any of Yum's or any Yum Entity's rights under any Concession License Agreement.

(i) Notwithstanding anything to the contrary in this Agreement, LAA's responsibility with respect to the Half Exterior Signage Costs, Half Interior Signage Costs, and Half Concession Costs shall not collectively exceed \$500,000, it being understood and agreed that such costs and such \$500,000 limitation will include costs associated with the Habit Burger Grill.

8. **Hospitality and Other Sponsorship Benefits.** LAA hereby grants Yum the hospitality, Arena usage and other sponsorship rights and benefits set forth in Section V of Schedule A.

9. **Indemnification.**

(a) LAA shall indemnify and defend the Yum Entities against, and hold the Yum Entities harmless from, any and all costs, losses, liabilities, judgments, expenses, damages and reasonable attorneys' fees, arising out of or in connection with (i) any breach by LAA of any provision of this Agreement or any representation or warranty made by LAA herein, (ii) any negligent or intentionally wrongful act or omission to act of LAA, or its employees, and agents, with respect to the matters addressed by this Agreement, and (iii) (1) the design, construction or operation of the Arena or the facilities therein (or defects or failures thereof) or (2) the goods or services provided in the Arena (other than Yum-branded goods or services provided in the Arena by the Concessionaire pursuant to a Concession License Agreement).

(b) Yum shall indemnify and defend LAA against, and hold LAA harmless from, any and all costs, losses, liabilities, judgments, expenses, damages and reasonable attorneys' fees, arising out of or in connection with (i) any breach by Yum of any provision of this Agreement or any representation or warranty made by Yum herein, and (ii) any negligent or intentionally wrongful act or omission to act of Yum, its employees, agents and affiliates, with respect to the matters addressed by this Agreement.

(c) Each Specified Party shall give the other Specified Parties notice of any claim, demand or action by any third party coming within the purview of these indemnities. The indemnitor shall assume the defense of any claim, demand or action against such indemnitee and shall, upon the request of the indemnitee, allow the indemnitee to participate in the defense thereof, such participation to be at the expense of the indemnitee. The indemnitee shall in any case cooperate fully with the indemnitor in the defense and shall, at the indemnitor's expense, provide all relevant documents, witnesses and other assistance within its possession or control upon the reasonable request of the indemnitor. Neither the indemnitor nor the indemnitee shall settle any such claim, demand or action without the prior written approval of the other party. Termination of this Agreement shall not affect the continuing obligations of each of the Specified Parties as indemnitors hereunder with respect to those acts, breaches, failures or omissions falling within the purview of the foregoing indemnities and which shall have occurred prior to such termination.

(d) No Specified Party shall be liable to any other Specified Party for consequential, special or punitive damages of any kind, provided that if a third party recovers any such damages from the indemnitee, the indemnitor shall be liable therefor.

10. **Insurance.** The Specified Parties shall comply with, and have the rights set forth in, the provisions related to insurance set forth on Schedule G.

11. **Termination.**

(a) In addition to any right of termination granted elsewhere in this Agreement, the following Specified Parties shall have the right at any time to terminate this Agreement, without prejudice to any other legal rights to which such terminating Specified Party may be entitled, upon the occurrence of any one or more of the following:

(i) By LAA, upon a default by Yum in performance of any of the material provisions of this Agreement, which default is not cured within 30 days following receipt of written notice to Yum from LAA of such default;

(ii) By Yum, upon a default by LAA in performance of any of the material provisions of this Agreement, which default is not cured within 30 days following receipt of written notice to LAA from Yum of such default;

(iii) By LAA, if any of the representations or warranties made by Yum in this Agreement shall prove to be untrue in any material respect and is not cured, if capable of being cured, within 30 days following receipt of written notice to Yum from LAA of such untruth, and if not capable of being cured, immediately upon receipt of written notice to Yum from LAA of such untruth;

(iv) By Yum, if any of the representations or warranties made by LAA in this Agreement shall prove to be untrue in any material respect and is not cured, if capable of being cured, within 30 days following receipt of written notice to LAA from Yum of such untruth, and if not capable of being cured, immediately upon receipt of written notice to LAA from Yum of such untruth;

(v) By LAA, upon the making by Yum of an assignment for the benefit of creditors, or the appointment of a trustee, receiver or similar officer of any court for Yum or for a substantial part of its property, whether with or without its consent, or the institution of bankruptcy, composition, reorganization, insolvency or liquidation proceedings by or against Yum, if such proceedings shall not be dismissed within 60 days from the date of the institution thereof;

(vi) By Yum, upon the making by LAA of an assignment for the benefit of creditors, or the appointment of a trustee, receiver or similar officer of any court for LAA or for a substantial part of its property, whether with or without its consent, or the institution of bankruptcy, composition, reorganization, insolvency or liquidation proceedings by or against LAA, if such proceedings shall not be dismissed within 60 days from the date of the institution thereof;

(vii) By Yum, if Louisville's varsity men's basketball program ceases (1) to be a NCAA Division I program or (2) to play its home basketball games at the Arena;

(viii) By Yum, if that certain Lease Agreement, dated as of July 3, 2008, by and between LAA and ULAA, as amended by the First Amendment to Lease Agreement dated as of July 20, 2017 (as amended the "Lease Agreement"), is terminated for any reason, unless LAA and ULAA contemporaneously enter into a new lease agreement that provides for Louisville's home varsity men's basketball games to continue to be played at the Arena;

(ix) By Yum, if the Arena does not host a Public Event within any 365 consecutive day period beginning on or after the Effective Date;

(x) By Yum or LAA, if a Force Majeure Event occurs that is reasonably likely to entitle Yum or LAA to terminate this Agreement pursuant to any of the provisions set forth in this Section 11(a) but for the passage of time; and

(xi) By Yum or LAA, if (1) during the Term, LAA is successful in negotiating an agreement with a National Basketball Association team ("N.B.A. Team") providing for such N.B.A. Team playing regular home games (typically 41 games per year) and exhibition games at the Arena, (2) the agreement between the N.B.A. Team is acceptable to Louisville and the ULAA and (3) Yum and LAA fail to reach agreement on an increase in Fees to be paid by Yum to LAA during the remainder of the Term which is reflective of the increased value of Arena naming rights arising from the exposure brought to the Arena and to Yum by an N.B.A. Team.

(b) In the event that Yum terminates this Agreement pursuant to the provisions of Section 11(a), any unearned portion of the Fees (as may be subject to adjustment) paid by Yum allocable to the then-current Contract Year shall be refunded to Yum by LAA within 30 days after any such termination, and Yum shall have the right to pursue any and all legal or equitable remedies that may be available to it for breach of contract or otherwise. The unearned portion of the Fees for these purposes shall be calculated as follows: (i) the Fees for such Contract Year multiplied by (ii) a fraction, the numerator of which is the number of days remaining in such Contract Year on the date of termination, and the denominator of which is the total number of days of such Contract Year.

(c) In the event that LAA terminates this Agreement pursuant to the provisions of Section 11(a), LAA shall have the right to pursue any and all legal or equitable remedies that may be available to it for breach of contract or otherwise.

(d) Notwithstanding any of the foregoing, either Specified Party may elect to terminate this Agreement for convenience effective as of September 30, 2026, and on any other September 30 thereafter occurring prior to the last day of the term of this Agreement (an "Early Termination Date"), by giving written notice of the Specified Party's election to terminate the Agreement before the end of the term, which notice (i) shall be given at least eighteen (18) months prior to the proposed Early Termination Date and (ii) shall comply with the notice provisions of Section 15 hereof (any such notice, an "Early Termination Notice"). To the extent either Specified Party elects to terminate this Agreement through an Early Termination Notice, such terminating Specified Party shall pay the other Specified Party a flat fee of \$750,000, to be paid on the Early Termination Date. If Yum (but not LAA) terminates this Agreement through an Early Termination Notice, Yum shall pay 50% of LAA's reasonable, actual costs in removal of Yum's exterior and interior signage and concession stands and equipment. If either Specified Party terminates the

Agreement through an Early Termination Notice, the Term shall end on the Early Termination Date, and Yum shall have no obligation to pay additional Fees beyond such Early Termination Date. Each of the Specified Parties agrees to use best efforts to keep any Early Termination Notice confidential; provided that to the extent LAA has received an Early Termination Notice, it shall have the right, at its discretion, to disclose such information in connection with its efforts to find a new partner for the naming rights for the Arena.

12. **Force Majeure.** Any delay in or failure by any Specified Party in performance of this Agreement shall be excused if and to the extent such delay or failure is caused by occurrences beyond the control of the affected Specified Party including, but not limited to, decrees or restraints of governmental authorities, Acts of God, fire, flood, earthquake, explosion, or other disaster or catastrophe, civil disorder, strikes or other labor disturbances, pandemics, epidemics or other outbreaks of illness, war, invasion, terrorism or sabotage (each being a “Force Majeure Event”), provided that when a Force Majeure Event occurs, the affected Specified Party shall promptly give written notice thereof to the other Specified Party, which notice shall include a description of the Force Majeure Event and the affected Specified Party’s best estimate of the length of time such Force Majeure Event will delay or prevent performance of this Agreement. Notwithstanding the foregoing, the Specified Parties acknowledge and agree that nothing in this Section 12 shall affect any Specified Party’s termination and other rights set forth in Section 11.

13. **Limitation on Assignment.**

(a) This Agreement and all of the terms and provisions hereof shall be binding upon, and shall inure to the benefit of, the Specified Parties and their respective successors and permitted assigns.

(b) LAA may not assign this Agreement; provided, however, that LAA may assign this Agreement to any entity that undertakes oversight and operational responsibility of the Arena at a future date, subject to the prior written approval of Yum.

(c) Yum may not assign this Agreement without the prior written approval of LAA; provided, however, that Yum may assign this Agreement (i) to a direct or indirect majority-owned subsidiary of Yum or (ii) in connection with a transaction in which all or substantially all of Yum’s assets or outstanding equity are acquired (whether such sale is structured as a sale of stock, a sale of assets, a merger or otherwise), provided that any such assignee shall assume the obligations of Yum under this Agreement.

14. **Independent Contractor.** The Specified Parties shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between the Specified Parties. The Specified Parties shall each be solely responsible for the conduct of their respective employees, agents and contractors in connection with the performance of their obligations hereunder.

15. **Notices.** All notices required or permitted hereunder shall be in writing and shall be deemed duly received after being hand delivered or received by facsimile or email transmission, or five days after being sent by certified mail, postage fully prepaid, addressed to the appropriate

address set forth below, or to such other person or address as any Specified Party may designate by notice to the other Specified Parties given as herein provided.

<p><u>To Yum:</u> Yum! Brands, Inc. 1441 Gardiner Lane Louisville, KY 40213 Attention: Michael Lenihan, VP, Corp Planning and Corp Systems Fax #: 502-874-2812 Email: Michael.Lenihan@yum.com</p>	<p>With a copy to: Yum! Brands, Inc. 1441 Gardiner Lane Louisville, KY 40213 Attention: Scott Catlett, Chief Legal & Franchise Officer Fax #: 502-874-7637 Email: Scott.Catlett@yum.com</p>
<p><u>To LAA:</u> Louisville Arena Authority, Inc. One Arena Plaza Louisville, KY 40202 Attention: Leslie Geoghegan, Chair Fax #: 502 690-9010 Email: lgeogheg@bellsouth.net</p>	<p>With a copy to: Frost Brown Todd LLC 400 West Market Street, 32nd Floor Louisville, Kentucky 40202 Attn: C. Edward Glasscock Fax #: 502-581-1087 Email: eglasscock@fbtlaw.com</p>

16. **Representations and Warranties.**

(a) LAA represents, warrants and covenants to Yum as follows:

(i) LAA is duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky, with all requisite power and authority to own, lease and operate its properties and to conduct its business as they are now being owned, leased, operated and conducted.

(ii) LAA has the full right and legal authority to enter into and fully perform this Agreement and to grant the rights granted herein.

(iii) LAA has duly and validly executed and delivered this Agreement. This Agreement constitutes legal, valid and binding obligations of LAA, enforceable against LAA in accordance with the terms hereof, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally.

(iv) The execution, delivery and performance of this Agreement by LAA has been duly authorized by LAA. The execution, delivery and performance of this Agreement by LAA and the execution, delivery and performance of each Concession License Agreement entered into now or in the future between Yum and the Concessionaire do not and will not (A) violate or cause a breach of any other agreement or obligation to which LAA is a party or by which it is bound, (B) violate any law, order, rule or regulation applicable to or binding on LAA or (C) violate or conflict with any provision of LAA's organizational instruments. No approval or other action by any governmental authority or agency or other third party is required in connection with LAA's execution, delivery and performance of this Agreement.

(v) LAA acknowledges that each of its representations, warranties and covenants in this Agreement is deemed to be material and has been relied upon by Yum notwithstanding any investigation made by Yum.

(b) Yum represents, warrants and covenants to LAA as follows:

(i) Yum is duly organized, validly existing and in good standing under the laws of the State of North Carolina, with all requisite power and authority to own, lease and operate its properties and to conduct its business as they are now being owned, leased, operated and conducted.

(ii) Yum has the full right and legal authority to enter into and fully perform this Agreement.

(iii) Yum has duly and validly executed and delivered this Agreement. This Agreement constitutes legal, valid and binding obligations of Yum, enforceable against Yum in accordance with terms hereof, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally.

(iv) The execution, delivery and performance of this Agreement by Yum has been duly authorized by Yum. The execution, delivery and performance of this Agreement by Yum do not and will not (A) violate or cause a breach of any other agreement or obligation to which Yum is a party or by which it is bound, (B) violate any law, order, rule or regulation applicable to or binding on Yum or (C) violate or conflict with any provision of Yum's organizational instruments. No approval or other action by any governmental authority or agency or other third party is required in connection with Yum's execution, delivery and performance of this Agreement.

(v) Yum acknowledges that each of its representations, warranties and covenants in this Agreement is deemed to be material and has been relied upon by LAA notwithstanding any investigation made by LAA.

17. **No Lease of Real Property.** The Specified Parties acknowledge and agree that this Agreement is not a lease of real property.

18. **Severability.** If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

19. **Compliance with the Law.**

(a) LAA shall, at its own expense, manage and operate the Arena in material compliance with all applicable federal, state, and local laws, rules, and regulations.

(b) Each Specified Party agrees that this Agreement shall be performed in accordance with the reasonable health and safety rules and regulations of the Arena and with the laws, rules and regulations of applicable governmental authorities.

20. **Failure to Object Not a Waiver.** The failure of any Specified Party to object to, or to take affirmative action with respect to, any conduct of any other Specified Party which is in violation of any of the terms or provisions of this Agreement shall not be construed as a waiver thereof, of any future breach of any such terms or provisions or of any other wrongful conduct.

21. **Confidentiality.** During the Term, each Specified Party agrees to keep confidential any information concerning any other Specified Party which is obtained by or given to it on a confidential basis or is proprietary or confidential in nature (including this Agreement and its Schedules) (collectively, "**Confidential Information**"), and shall not disclose the same to any other person or entity without the prior written consent of the Specified Party whose Confidential Information is involved, except (a) when required by court order, process of law, governmental requirement, order or regulation (including, to the extent no exception otherwise applies, the Kentucky Open Records Act), (b) as necessary to a Specified Party's accountants, attorneys or similar advisors, (c) to any existing or prospective lender or investor in connection with financings or refinancings, (d) as may be required or appropriate to comply with applicable securities or other similar laws or rules of any applicable securities exchanges which may require disclosures, or (e) to the extent the same becomes publicly available without breach of this Agreement.

22. **Governing Law.** This Agreement shall be deemed to have been executed and delivered in the Commonwealth of Kentucky and shall be construed and interpreted according to the laws of the Commonwealth of Kentucky without regard to the conflicts of laws provisions thereof. Any litigation or other disputes arising in connection with this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in Jefferson County, Kentucky and the Western District of Kentucky, and each Specified Party hereby waives any claims of lack of jurisdiction or forum non-conveniens with respect to such courts.

23. **Amendments.** This Agreement may be amended only by written instrument signed by each Specified Party, specifically referring to this Agreement.

24. **Section Captions.** Section captions are inserted for convenience only and shall not be construed as part of this Agreement.

25. **No Third Party Beneficiaries.** Except with respect to Louisville's rights under Section 6(b) of this Agreement, this Agreement is solely for the benefit of the Specified Parties and their respective affiliates, and no provision of this Agreement shall be deemed to confer upon other third parties any remedy, claim, liability, reimbursement, cause of action or other right. The Specified Parties acknowledge and agree that Louisville's third party beneficiary rights are limited to the express rights granted Louisville pursuant to Section 6(b) of this Agreement.

26. **Entire Agreement.** This Agreement (including its Schedules) constitutes the entire agreement of the Specified Parties with respect to the subject matter contemplated herein and supersedes (i) all prior agreements, undertakings and understandings, both written and oral, among the Specified Parties with respect to the subject matter contemplated herein and (ii) all agreements, undertakings and understandings, both written and oral, among the Specified Parties with respect to the subject matter contemplated herein that occurred prior to the date of execution and delivery of this Agreement by the Specified Parties.

27. **Approvals.** No Specified Party shall unreasonably withhold, condition or delay its approval or consent to or regarding any matter contemplated by this Agreement. With respect to any approval rights LAA may have under this Agreement related to the content of any signage or electronic messages or video segments, all of the Yum Entities' trademarks, trade names, service marks, brand logos and label designs, product identification, decals, artwork and the like that are currently used or that in the future are used at other professional or collegiate facilities or in national media shall hereby be deemed automatically approved by LAA for use at the Arena.

28. **Specific Performance.** LAA hereby acknowledges and agrees that money damages would not be a sufficient remedy for any breach of this Agreement by LAA and that Yum shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach without proof of actual damages, and LAA further agrees to waive any requirement for the security or posting of any bond in connection with such remedy. Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement by LAA but shall be in addition to all other remedies available at law or equity to Yum.

29. **Schedules.** The Specified Parties acknowledge and agree that the Schedules attached hereto shall form a part of this Agreement and are hereby incorporated herein by reference.

30. **AEG Management.** If any of LAA's obligations under this Agreement will in fact be performed by the AEG Management, LAA shall cause the AEG Management to perform each such obligation in accordance with this Agreement and LAA shall be liable for any failure by AEG Management to perform such obligation in accordance with this Agreement. LAA acknowledges and agrees that the fact that the AEG Management is in charge of managing and operating the Arena shall in no way affect LAA's obligations under this Agreement (including, but not limited to, LAA's obligation to cause the AEG Management to perform LAA's obligations under this Agreement).

31. **Representatives, Reports.**

(a) As soon as reasonably practicable after the Effective Date, Yum and LAA each shall designate representatives (collectively, the "Representatives") designed to oversee and review the ongoing performance of this Agreement. In the case of the LAA, its Representative(s) may be, or may, include AEG Management. The Representatives shall meet as frequently as they deem appropriate, but in any event shall meet at least quarterly, either in person or by other means, including teleconference and Zoom or other conference medium. Yum and LAA shall have the right to call a special meeting of the Representatives upon giving the other at least three business days' advance notice.

(b) LAA shall prepare and transmit to Yum after the end of each fiscal quarter of the LAA, a summary report and certification, including supporting documentation to the extent requested by Yum, acting reasonably (the "Report"), of LAA's compliance with and performance of its obligations under this Agreement during such completed quarter. The Report shall be in the form and include content substantially similar to the attached Schedule I and shall include, at a minimum, compliance with Section 5 of this Agreement. Each Report shall be delivered to Yum within 45 days after the end of each fiscal quarter of the LAA during the Term.

32. **Press Releases.** Except as may be required or appropriate for Yum to comply with applicable securities or other similar laws or rules of any applicable securities exchanges that may require disclosures, neither Specified Party may issue any press release or public notice concerning the other Specified Party or any of its affiliates or otherwise reference the relationship of the Specified Parties under this Agreement without the advance written consent of the other Specified Party.

33. **Cooperation of Yum and LAA on Community Engagement**

(a) Yum shall have the right to schedule the Arena for community engagement events including the arena bowl or hospitality lounges during each Contract Year on days in which no other event is scheduled to occur. LAA hereby waives (and Yum shall not be obligated to pay) any Arena usage or other fee for such facility use; provided, however, that Yum shall be responsible for all ancillary costs associated with the community engagement events (e.g., food and beverage costs, event set up/tear down and event staffing). LAA and Yum agree that they will each use their reasonable best efforts to mutually host events at the Arena to further engagement with the Louisville community on supporting diversity, equity and inclusion; education; entrepreneurship; and other such initiatives consistent with Yum's ongoing citizenship and sustainability strategy. Yum shall work with the LAA designee to schedule such events. LAA will continue to use its reasonable best efforts to use the Arena to help the community in connecting with and participating in the democratic process. LAA shall have final approval over the Arena usage schedule.

(b) Yum shall have the right, in its sole discretion, to work with LAA or its operator designee to sponsor a fund to allow community participation in Public Events occurring at the Arena. LAA or its operator designee shall work with event promoters or event producers, including Louisville, to gain access to events and make available tickets at the lowest price offered for any such seats. Yum shall have the right to designate groups to receive tickets or designate the Arena operator to designate groups on Yum's behalf.

34. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signature page executed or delivered by electronic transmission (e.g., PDF file) or electronic platform shall be binding to the same extent as an original signature page. Any Specified Party who delivers such a signature page agrees to later deliver an original counterpart to any Specified Party that requests it.

[signature page follows]

IN WITNESS WHEREOF, LAA and Yum have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

LOUISVILLE ARENA AUTHORITY, INC.

YUM! BRANDS, INC.

By: 
Leslie Geoghegan, Chair


By: _____
Chris Turner, Chief Financial Officer

IN WITNESS WHEREOF, LAA and Yum have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

LOUISVILLE ARENA AUTHORITY, INC.

YUM! BRANDS, INC.

By: _____
Leslie Geoghegan, Chair

DocuSigned by:
By: 
083A9E93120B47C
Chris Turner, Chief Financial Officer

Schedule A to Arena Naming Rights Agreement – Certain Acquired Rights

I. Signage -- Exterior.

- a. Prominent Northern Marquee: The Affiliated Brands Logo shall be displayed on the Arena's northern face in a manner reasonably consistent with the schematic and specifications set forth on Schedule A-1. Such display shall be large enough in size to be visible from Interstate 64 and from directly across the river in Indiana. The exact dimensions of such display shall be as mutually approved by Yum and LAA.
- b. Prominent Southern Marquee: The Parent Brand Logo shall be displayed on the Arena's southern face in a manner reasonably consistent with the schematic and specifications set forth on Schedule A-2. Such display shall be large enough in size to be visible from the public plaza and Main Street. The exact dimensions of such display shall be as mutually approved by Yum and LAA.
- c. Prominent Eastern Marquee: The Affiliated Brands Logo shall be displayed on the Arena's eastern face in a manner reasonably consistent with the schematic and specifications set forth on Schedule A-3. Such display shall be large enough in size to be visible from the Second Street Bridge and SR-31. The exact dimensions of such display shall be as mutually approved by Yum and LAA.
- d. Prominent Rooftop Signage: The Affiliated Brands Logo shall be displayed on the roof of the Arena in a manner reasonably consistent with the schematic and specifications set forth on Schedule A-4. Such display shall be large enough in size and have enough dedicated lighting to be visible day or night (i) to airplane passengers within the Louisville International Airport flight patterns and (ii) in aerial cityscapes. The exact dimensions of such display shall be as mutually approved by Yum and LAA.
- e. Parking Garage for Suiteholders:
 - i. Subject to the approval of the Parking Authority of River City (the "PARC"), the phrase "Welcome to the KFC Yum! Center" shall be displayed at each entrance of the garages located adjacent to the Arena (the "Arena Garages") in a manner reasonably consistent with the schematic and specifications set forth on Schedule A-5. Such displays shall be large enough in size to be visible to vehicle occupants as they enter such Arena Garages. The exact dimensions of such displays shall be as mutually approved by Yum and LAA.
 - ii. Subject to the approval of the PARC, the phrase "Thank you for visiting the KFC Yum! Center" shall be displayed at each exit of the Arena Garages on the "exit arm" of each exit booth located at the Arena Garages in a manner reasonably consistent with the schematic and specifications set forth on Schedule A-6. Such displays shall be large enough in size to be visible to vehicle occupants as they exit such Arena Garages. The exact dimensions of such displays shall be as mutually approved by Yum and LAA.

- f. Exterior Video Marquee. The Affiliated Brands Logo shall be displayed on the main exterior video board over the Main Street plaza in a manner reasonably consistent with the schematic and specifications set forth on Schedule A-7. The exact dimensions of such display shall be as mutually approved by Yum and LAA.

II. Signage -- Interior.

- a. Main Lobby Marquee: The phrase “Welcome to the KFC Yum! Center” shall be displayed on each of the east and west walls within the main lobby entrance to the Arena in a manner reasonably consistent with the schematic and specifications set forth on Schedules A-8(a) and (b).
- b. On-Court Identification: The Parent Brand Logo shall be displayed on the basketball floor of the Arena in a manner reasonably consistent with the schematic and specifications set forth on Schedule A-9. In the event there is a change in applicable NCAA guidelines after the Effective Date that requires such display to be modified, such display shall be modified only to the extent necessary to conform to such changes in applicable NCAA guidelines.
- c. Center Hung Scoreboard Signage:
 - i. The Parent Brand Logo shall be displayed atop each face of the center hung scoreboard of the Arena in a manner reasonably consistent with the schematic and specifications set forth on Schedule A-10 or, in the event that the center hung scoreboard is replaced with a different model than set forth in Schedule A-10, the Parent Brand Logo shall be displayed in a static state, whether physically or electronically, in a substantially comparable manner, subject to Yum’s prior written approval. The exact dimensions of such displays shall be as mutually approved by Yum and LAA.
 - ii. The Parent Brand Logo shall be displayed on the underside of the center hung scoreboard of the Arena in a manner reasonably consistent with the schematic and specifications set forth on Schedule A-11 or, in the event that the center hung scoreboard is replaced with a different model than set forth in Schedule A-11, the Parent Brand Logo shall be displayed in a static state, whether physically or electronically, in a substantially comparable manner, subject to Yum’s prior written approval.
 - iii. The planned new center-hung scoreboard will be completely digital other than the name of the building on all 4 sides of the scoreboard.
- d. Vomitories:
 - i. KFC signage shall be displayed on every third vomitory of the upper level of the Arena. The exact dimensions of such displays shall be as mutually approved by Yum and LAA.

- ii. In the event another QSR Entity acquires vomitory signage positions on any level of the Arena, Yum shall have the right to purchase (at the same price) similar signage (in terms of locations, size and otherwise) on vomitories of such level to ensure that Yum receives equal or greater exposure than such other QSR Entity.
- e. Directional Concourse Signage:
 - i. The Parent Brand Logo shall be incorporated into any seating maps produced or authorized by LAA or the Arena.
 - ii. Yum shall have the right to display signage of its choice, via back-lit signs, in two locations in the upper concourse of the Arena. The exact dimensions of each such display shall be as mutually approved by Yum and LAA.
- f. Yum Shadowbox: Yum shall have the right to develop and construct, at Yum's expense, a shadowbox setting forth the history of Yum's then-existing affiliated brands in a location reasonably consistent with the schematic set forth in Schedule A-8(a).
- g. Yum Theme Area Within the Food Court. Yum shall have the right to create a Yum-branded "3 in 1" concession theme area (the "Yum Theme Area") within the food court of the Arena in a location reasonably consistent with the schematic set forth in Schedule B, and with signage reasonably consistent with the schematic set forth on Schedule A-12. The exact locations and dimensions of each display contemplated by the Yum Theme Area shall be as mutually approved by Yum and LAA.
- h. KFC "Bucket". Yum shall have the right to display an illuminated KFC "bucket" above the main level KFC concession stand in a manner reasonably consistent with the schematic set forth on Schedule B-1. The bucket's graphics and exact dimensions shall be as mutually approved by Yum and LAA.

III. Signage -- Electronic/Digital.

- a. Exterior Video Marquee:
 - i. At any one time, Yum shall have the right to have a total of 30 different commercials containing messages or video segments related to any of the then-current brands of any of the Yum Entities or highlighting community/foundation initiatives of any of the Yum Entities available for display on the main exterior video board over the Main Street plaza, subject to LAA's approval of the content and duration of such commercials.
 - ii. The frequency of display of Yum's commercials shall be as mutually approved by LAA and Yum; provided, however, that a Yum commercial shall be displayed (i) at least 25% of every 60 minutes on a date on which a Louisville varsity men's basketball game is held at the Arena, (ii) at least 25% of every 60 minutes on a date on which a Public Event (other than a

Louisville varsity men's basketball game) is held and (iii) at least 25% of every 60 minutes on a date on which no Public Event is held.

- iii. With respect to the displays on the main exterior video board over the Main Street plaza, in no event shall LAA permit another QSR Entity (i) to have more total commercials available for display than Yum or (ii) to display commercials for a greater percentage of any 60 minute period than Yum (it being understood that nothing in this sentence shall be deemed to allow LAA to permit commercials or other messages that advertise, promote or otherwise relate to a Competitive Company, other than as may be allowed by Sections 5(c) and (d) of the Agreement).
- b. Center Hung Scoreboard: A video message containing the phrase "Welcome to the KFC Yum! Center" shall be displayed on the center hung scoreboard of the Arena before each Public Event. The exact content and duration of such message shall be as mutually approved by Yum and LAA.
- c. In-House IPTV System:
 - i. In addition to the rights described in clause (b) above, at any one time, Yum shall have the right to have a total of 30 different commercials containing messages or video segments related to any of the then-current brands of any of the Yum Entities or highlighting community/foundation initiatives of any of the Yum Entities available for display on televisions powered by the Arena's IPTV system, subject to LAA's approval of the content and duration of such commercials.
 - ii. The frequency of display of Yum's commercials during any Public Event shall be as mutually approved by Yum and LAA; provided, however, that a Yum commercial shall be displayed (i) at least 25% of every 60 minutes of available commercial programming time before, during and after a Louisville varsity men's basketball game that is held the Arena, and (ii) at least 25% of every 60 minutes of available commercial programming time before, during and after any Public Event other than a Louisville varsity men's basketball game.
 - iii. With respect to the displays on televisions powered by the Arena's IPTV system (including, but not limited to, the center hung scoreboard), in no event shall LAA permit another QSR Entity (i) to have more total commercials available for display than Yum or (ii) to display commercials for a greater percentage of any 60 minute period of available commercial programming time than Yum (it being understood that nothing in this sentence shall be deemed to allow LAA to permit commercials or other messages that advertise, promote or otherwise relate to a Competitive Company, other than as may be allowed by Sections 5(c) and (d) of the Agreement).

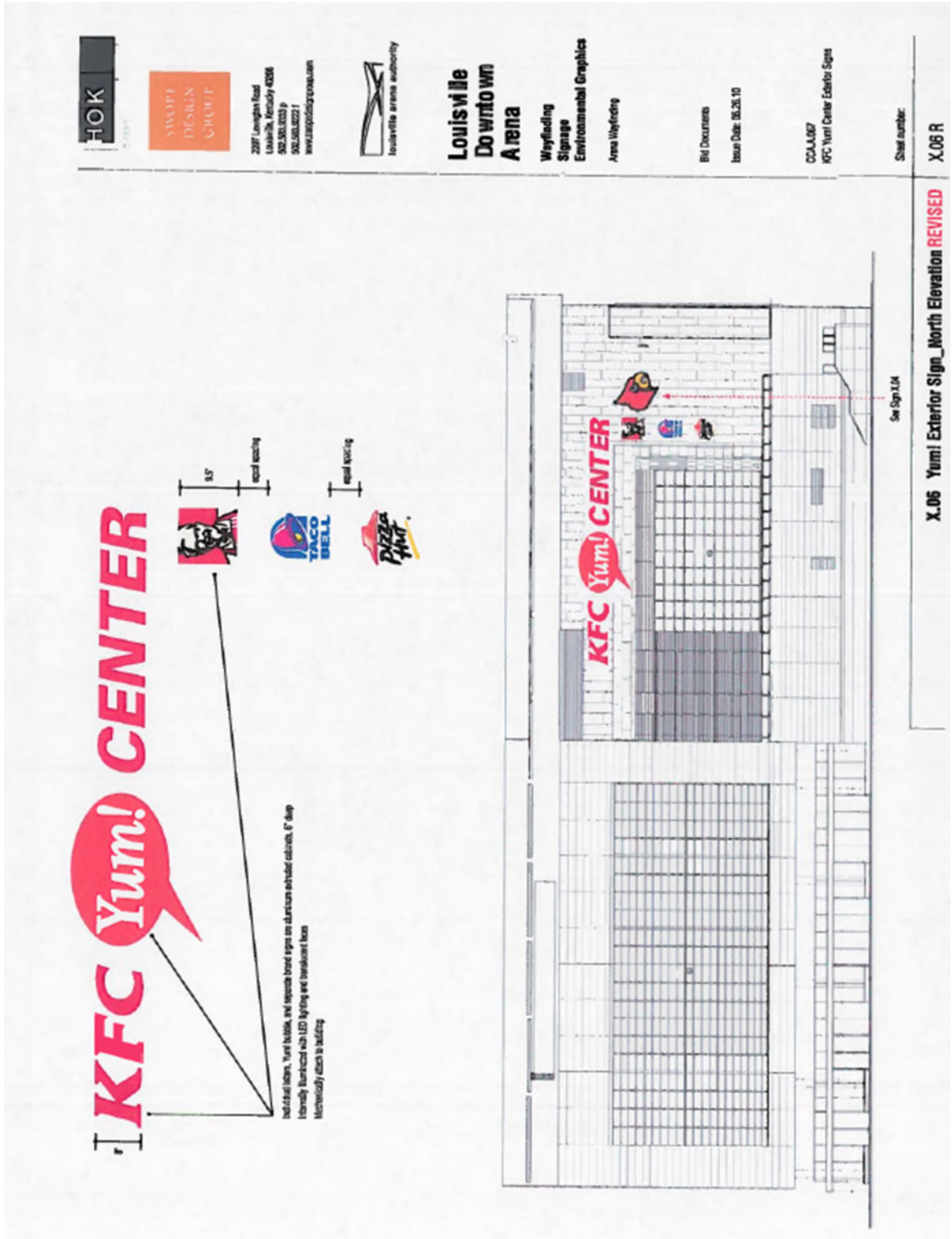
IV. Concession License Agreements.

- a. The aggregate “initial franchise fee” included in the Concession License Agreement related to Habit Burger Grill is \$35,000 (the “Initial Fee”), payable in accordance with clause (c) below. The Concession License Agreements for KFC, Taco Bell, Pizza Hut and Habit Burger Grill shall also include the following royalty rates:
 - i. The Concession License Agreement related to the KFC brand shall include a royalty rate of 8.5%.
 - ii. The Concession License Agreement related to the Taco Bell brand shall include a royalty rate of 10%.
 - iii. The Concession License Agreement related to the Pizza Hut brand shall include a royalty rate of 10%.
 - iv. The Concession License Agreement related to the Habit Burger Grill brand shall include a royalty rate of 5.5%, which Concession License Agreement will become operative only upon the satisfaction or waiver of the conditions precedent specified therein.
- b. Under the Concession License Agreements related to the KFC and Taco Bell brands, the Concessionaire shall have the right and the obligation to prepare and to offer KFC and Taco Bell menu items (such items to be agreed upon by Yum and the Concessionaire) for sale at the Yum Concession Locations. Under the Concession License Agreement related to the Pizza Hut brand, the Concessionaire shall have the right and the obligation subject to the terms and conditions thereof to prepare and to offer Pizza Hut menu items (such items to be agreed upon by Yum and the Concessionaire), including, but not limited to, pizza and pizza-related products, and WingStreet and Tuscani Pasta menu items at all Public Events, including University-Sponsored Events.
- c. LAA shall cause the Concessionaire to pay the royalties and the Initial Fees described above that will be due to Yum pursuant to the Concession License Agreements. With respect to the payment of the Initial Fees for the Habit Burger Grill Concessionaire, LAA shall cause the Concessionaire to pay 10% of the Initial Fees within 10 business days after Habit Burger Grill is first included as a Yum Concession Location and pay 10% of the Initial Fees within 10 business days after the beginning of each Contract Year thereafter. The outstanding balance of the Initial Fees shall not earn interest. Notwithstanding the foregoing, upon the end or earlier termination of the Term, LAA shall cause the Concessionaire to promptly (but in any event within three business days after the end of the Term) pay to Yum the outstanding balance (if any) of the Initial Fees. LAA shall also cause the Concessionaire to pay the royalties described above that will be due to Yum pursuant to the Concession License Agreements in accordance with the terms of each Concession License Agreement.

V. Hospitality/Arena Usage

- a. Yum (and no other person or entity) shall have the right to use suite numbers 7 and 8 located on the mezzanine level of the Arena (the “Yum Suite”) for all Public Events. Yum shall purchase (at the lowest price offered to any suiteholder) a minimum of 16 tickets associated with the Yum Suite for all Public Events sponsored by Louisville, and may purchase (at the lowest price offered to any suiteholder) the remaining tickets associated with the Yum Suite for any such Event.
- b. Yum shall not be obligated to purchase any tickets for Public Events not sponsored by Louisville. If Yum elects to use the Yum Suite for any Public Event not sponsored by Louisville, Yum shall have the right to purchase (at the lowest price offered to any suiteholder) any or all of the tickets associated with the Yum Suite for such Event.
- c. Yum shall have a “first in line” right to purchase 10 of the best available seats for each Public Event at the lowest price offered for any such seats.
- d. LAA shall offer Yum tickets to each Public Event at least 60 days prior to such Public Event, and Yum shall respond to such request within 60 days after its receipt of each such offer.
- e. Yum shall receive 10 free VIP parking passes in a prime location in the Arena’s underground garage for all Public Events to which it elects (or is required) to purchase tickets.
- f. LAA shall use commercially reasonable efforts to cause all promoters of Public Events to provide Yum (i) reasonable backstage access, passes and premier hospitality options, and (ii) to the extent that backstage access is not available with respect to a particular Public Event, “meet and greet” access as available and approved by the applicable Public Event promoter.
- g. Yum shall be entitled to use the Arena for corporate and employee meetings, franchisee conferences, consumer activations and similar events (“Yum Events”) four times during each Contract Year on days in which no Public Event is scheduled to occur. LAA shall provide Yum with enough Arena space to meet its needs with respect to each such Yum Event (up to a capacity of 2,000 people). LAA hereby waives (and Yum shall not be obligated to pay) any Arena usage or other fee for such four dates; provided, however, that Yum shall be responsible for all ancillary costs associated with the Yum Events (e.g., food and beverage and additional staffing). Yum shall request access to the Arena at least 90 days prior to the intended usage date and LAA shall grant or deny its approval of any such request within 15 days thereafter. LAA shall have final approval over the Arena usage schedule.

Schedule A-1 to Arena Naming Rights Agreement – Northern Marquee



Schedule A-1 to Arena Naming Rights Agreement – The Northern Marquee will be updated to reflect the replacement of the three Affiliated Brands Logos with the new Affiliated Brands Logos shown below. The location of the Affiliated Brands Logos and the Parent Brand Logo on the Northern Marquee will remain the same.



Schedule A-2 to Arena Naming Rights Agreement – Southern Marquee

HOK

SOUTHERN MARQUEE

2297 Lexington Road
Louisville, Kentucky 40208
502.581.8333
502.581.8221
www.southernmarquee.com

Louisville arena authority

Louisville Downtown Arena

Wayfinding
Signage
Environmental Graphics
Area Wayfinding

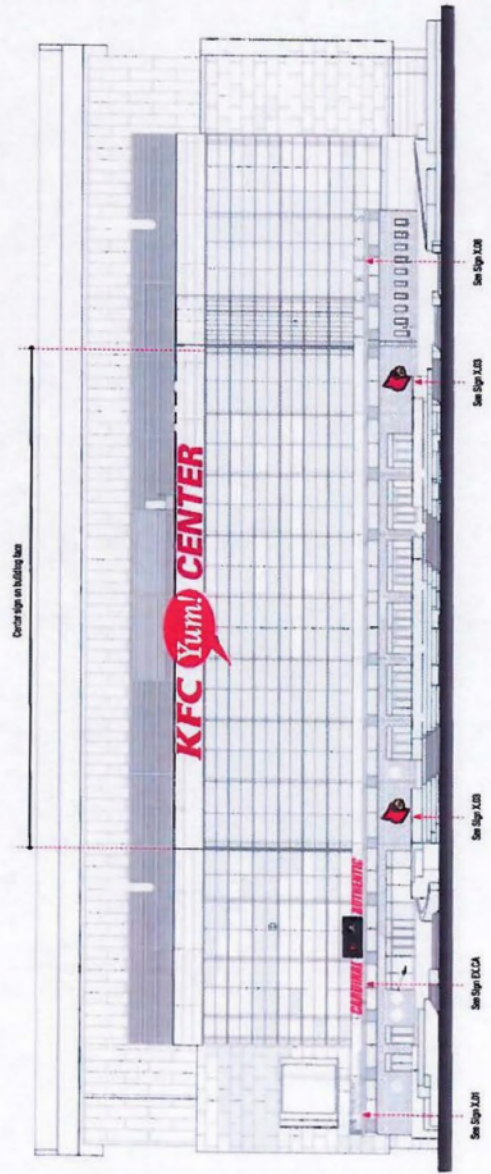
Bed Documents
Issue Date: 05.05.10

CCAA.067
KFC Yum! Center Exterior Sign

Sheet number:
X.05 R

KFC Yum! CENTER

Individual letters and Yum! bubble are aluminum embossed characters, 6" deep
Internally illuminated with LED lighting and translucent faces
Manufactured specifically for building

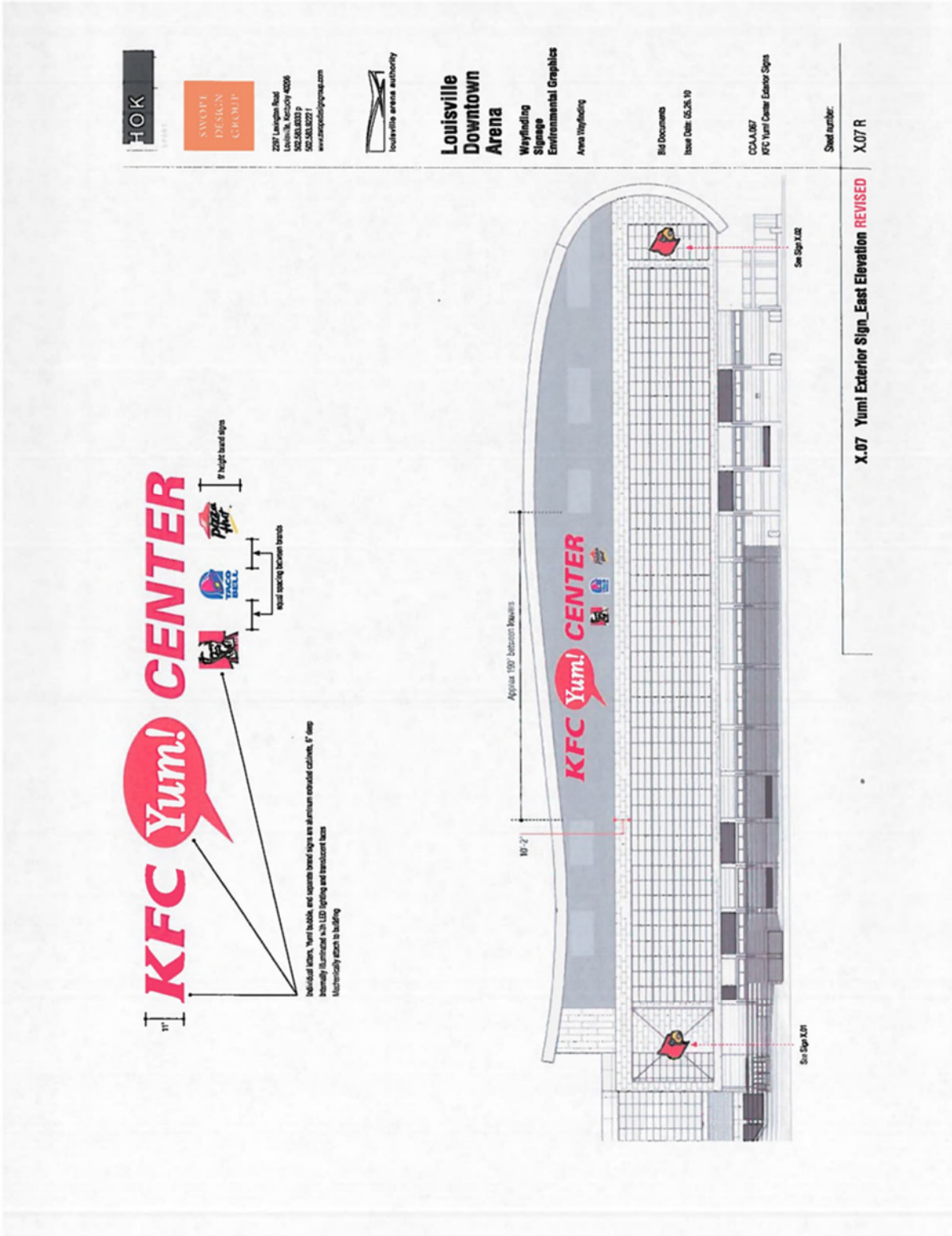


X.05 Yum! Exterior Sign_South Elevation REVISED

Schedule A-2 to Arena Naming Rights Agreement – The Southern Marquee now reflects the existence of a Stock Yards Bank sign in proximity to the ticket windows and the Pepsi sign at the corner of the plaza in proximity to Main and Third Streets, as shown in the photos below.



Schedule A-3 to Arena Naming Rights Agreement – Eastern Marquee



Schedule A-3 to Arena Naming Rights Agreement – The Eastern Marquee will be updated to reflect the replacement of the three Affiliated Brands Logos with the new Affiliated Brands Logos shown below. The location of the Affiliated Brands Logos and the Parent Brand Logo on the Eastern Marquee will remain the same.



Schedule A-4 to Arena Naming Rights Agreement – Rooftop

HOK

SAVOPI DESIGN GROUP

2297 Livingston Road
Louisville, Kentucky 40206
502.582.8883 p
502.582.8221 f
www.savopidesign.com

Louisville arena authority

Louisville Downtown Arena

Wayfinding
Signage
Environmental Graphics
Arena Wayfinding

Bid Documents
Issue Date: 03.26.10

CCA-067
KFC Yum! Center Exterior Signs

Sheet number:
X.09

X.09 Yum! Exterior Sign_Roof_NEW

Maintain spacing per supplier logo

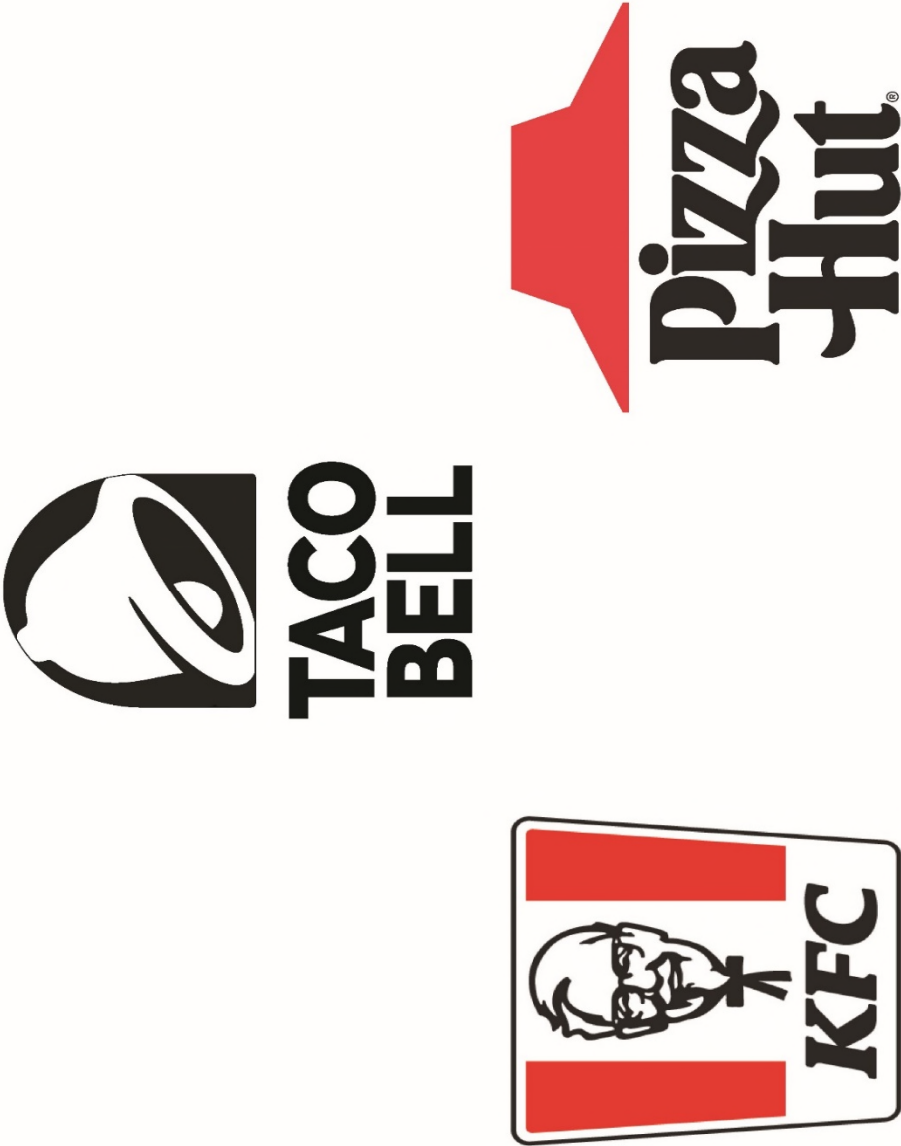
Maintain spacing per supplier logo

Maintain spacing per supplier logo

Color: Please refer not to the picture color match of PMS 485.
Will not be picture color blocked unless as shown.

Printed sign using colors indicated on Color Match page.
Area indicated behind logo to be painted white.
Minimum of 1" white border around the entire logo.

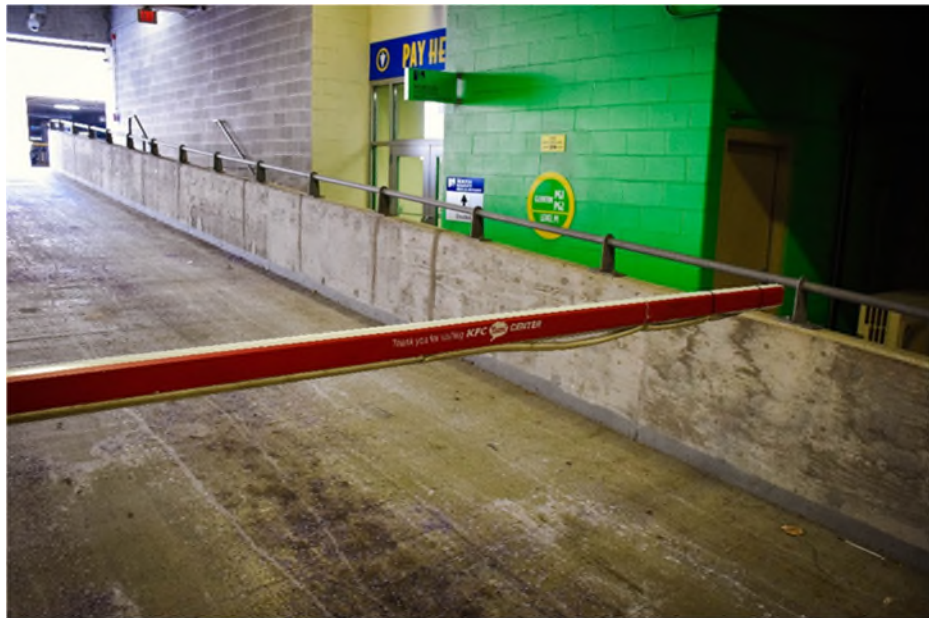
Schedule A-4 to Arena Naming Rights Agreement – The Rooftop will be updated to reflect the replacement of the three Affiliated Brands Logos with the new Affiliated Brands Logos shown below. The location of the Affiliated Brands Logos and the Parent Brand Logo on the Rooftop will remain the same.



Schedule A-5 to Arena Naming Rights Agreement – Arena Garages



Schedule A-6 to Arena Naming Rights Agreement – Arena Garages



Schedule A-7 to Arena Naming Rights Agreement – Exterior Video Marquee

The exterior video marquee shown below will be updated to reflect the three new Arena Brand Logos shown below.



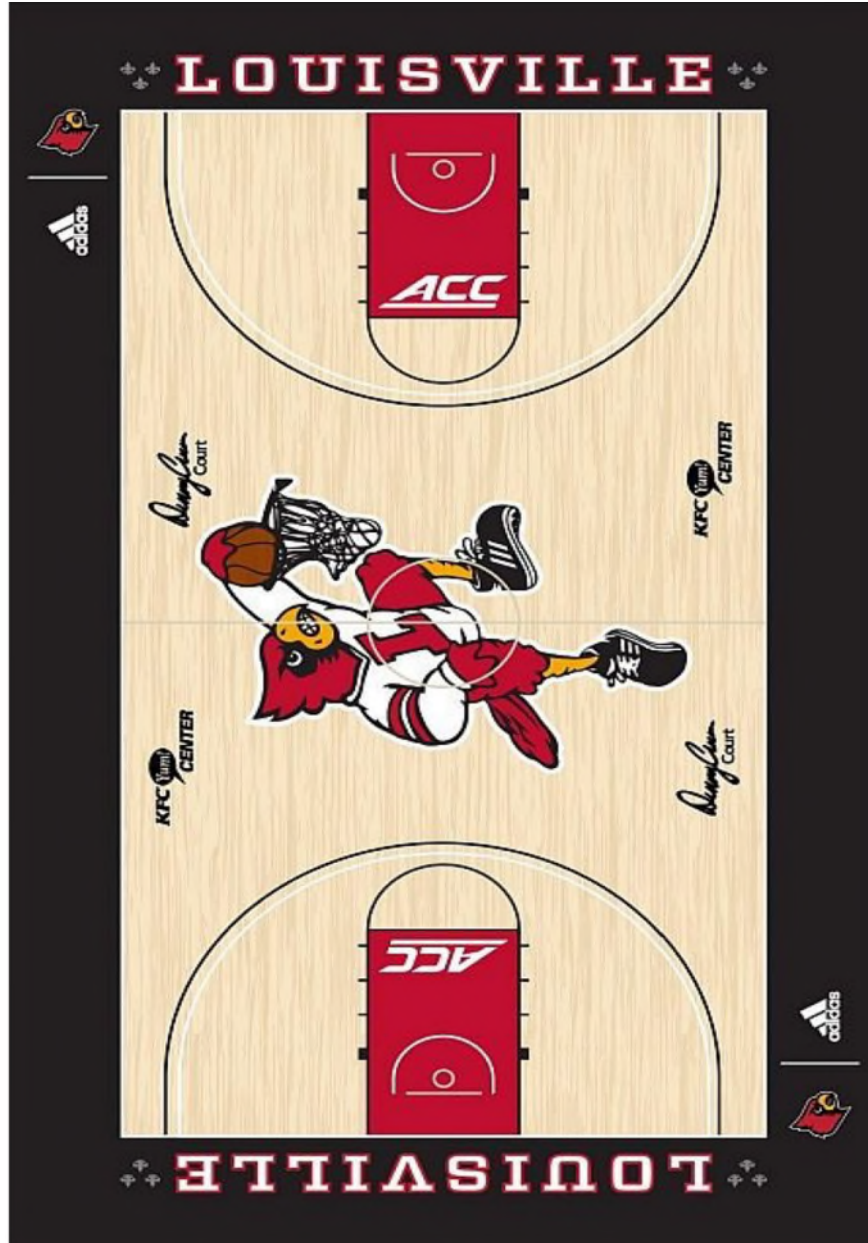
Schedule A-8(a) to Arena Naming Rights Agreement – Main Lobby Marquee (East)





Schedule A-8(b) to Arena Naming Rights Agreement – Main Lobby Marquee (West)



Schedule A-9 to Arena Naming Rights Agreement – On-Court Identification



Schedule A-10 to Arena Naming Rights Agreement – Center Hung Scoreboard (Top Faces)

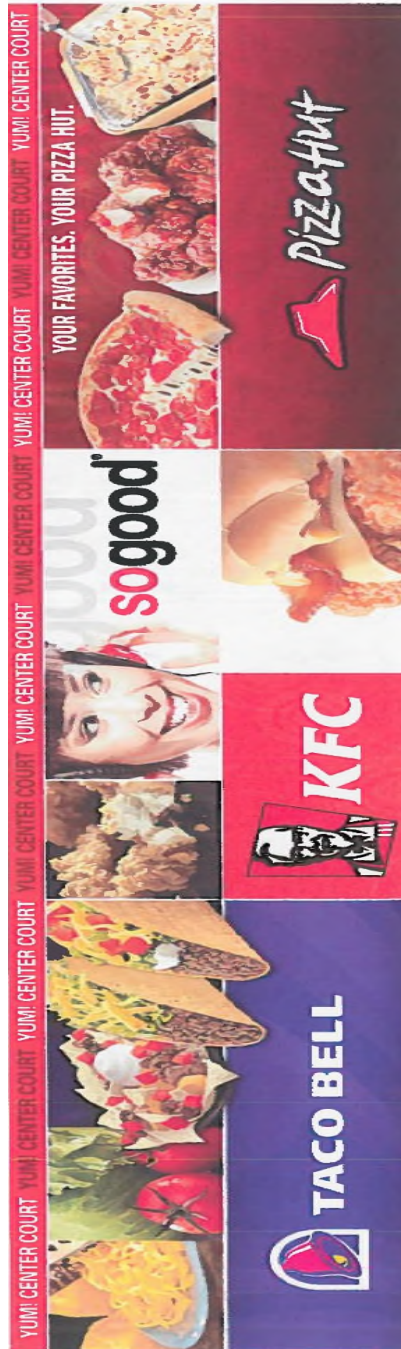
DAKTRONICS	C17129 Centerhung <small>File Number & Name</small>	Louisville Arena <small>End User</small>
Layout for Approval		
		
<p>Overall Dimensions 131.955" x 336.294"</p> <p>Cityscape - Backlit 95.955" x 216.533" Make from file</p> <p>Ring - Aluminum Non Backlit 36" x 336.294" Ring is painted Semi Glass Black "K" in KFC is Red (PMS 187) Yumi is White and Red (PMS 485) Upper seating may be affected by the Yumi bubble</p>		
		
Straight on view		
<p>Fax: 1.605.697.4746 Attn: Jamie De Young APPROVAL DEADLINE: 4/14/2010</p> <p>The person signing this has proper authority to approve this layout on behalf of the customer. The products presented will be produced in accordance with this layout approval. Any changes requested after the approval form has been signed and production has begun shall be done at an additional cost to the Customer. The Customer acknowledges and agrees that if her proper authorization to use all artwork and designed components of this layout and further agrees to indemnify, defend and hold harmless Daktronics from any lawsuits, claims or cause of action which arise out of or result from any intellectual property infringement in connection with the contents of this layout.</p>		
<input type="checkbox"/> Approved		Authorized Signature _____ Date _____
For Daktronics use:		
Designer: <u>Jamie De Young</u> Date: <u>4/8/2010</u> Line/Task Number: _____ Backlit Type: <u>Basketball</u> Semi Gloss Black: _____ Semi Gloss Black: _____ Panel Print: _____ Frets Used: _____ DM Numbers: _____ Production Instructions: _____ Ship Date: _____	Ship Instructions: _____ Initials: _____ Date: _____	

Schedule A-11 to Arena Naming Rights Agreement – Center Hung Scoreboard (Underside)

DAKTRONICS	C17129 Canvas <small>File Number & Name</small>	Louisville Arena <small>End User</small>	
Layout for Approval		For Daktronics use:	
	<p>Aluminum Non Becklit Canvas size is 156" x 156" Copy Area is 152" x 152" (indicated by the inner white line, will not print) Background is Black "K" in KFC is 22" h Maroon (187) and Black Bubble logo is 65" h Red (485)</p>	<p>Designer <u>Jamie De Young</u> Date <u>5/5/2010</u> Line/Task Number _____ Board Type <u>Basketball</u> Board Print _____ Panel Print <u>NA</u> Fonts Used _____ CM Numbers _____ Production Instructions _____ Ship Date _____</p>	<p>Ship Instructions _____ Initials _____ Date _____</p>
<p>Fax: 1.605.697.4746 Attn: Jamie De Young APPROVAL DEADLINE: 5/12/2010</p>		<p><small>***TEXT THAT IS LESS THAN 3" HAS A VIEWING DISTANCE OF LESS THAN 100FT.</small></p> <p>Color Output: Colors on this layout may not appear accurate when viewed on the computer or when printed from layout. Please keep in mind that if the panel is backlit the colors will lighten.</p>	
<p><input type="checkbox"/> Approved _____ Authorized Signature</p>		<p>_____ Date _____ Print Name and Title</p>	

Schedule A-12 to Arena Naming Rights Agreement – Yum Theme Area

The Yum graphics shown below will be updated with new graphics, when provided by Yum.



Schedule A-13 to Arena Naming Rights Agreement – Norton



2207 Lexington Road
Louisville, Kentucky 40205
502.582.8300
502.582.8221
www.nortondesigngroup.com



**Louisville
Downtown
Arena**

Wayfinding
Signage
Environmental Graphics
Arena Wayfinding

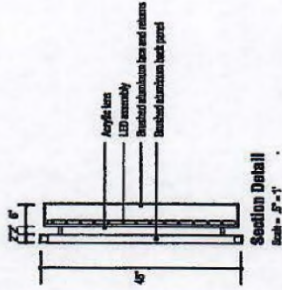
841 Documents
Issue Date: 05.12.10

CCA.1057
Exterior Norton Signs

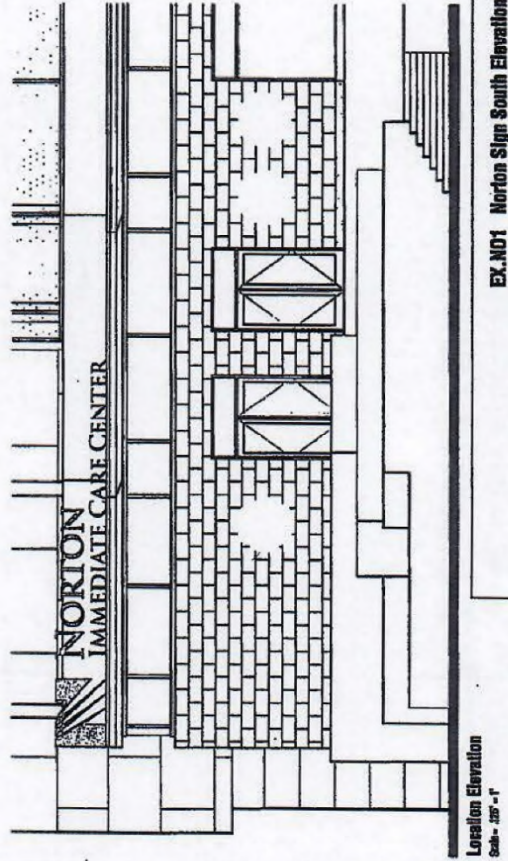
Sheet number:

EX.N01

A-13



Individual backed aluminum recessed sign modules
48" high, 48" deep unless noted to 2" deep backed aluminum back panel fabric
Back lines of every recessed sign module
University recessed cabinets with LED lighting
Mechanically attach to canopy



EX.N01 Norton Sign South Elevation NEW



2007 Lechman Road
Louisville, Kentucky 40206
502.584.8222 P
502.584.8222 F
www.avochidesigngroup.com



**Louisville
Downtown
Arena**

Wayfinding
Signage
Environmental Graphics
Arena Wayfinding

Bld Documents

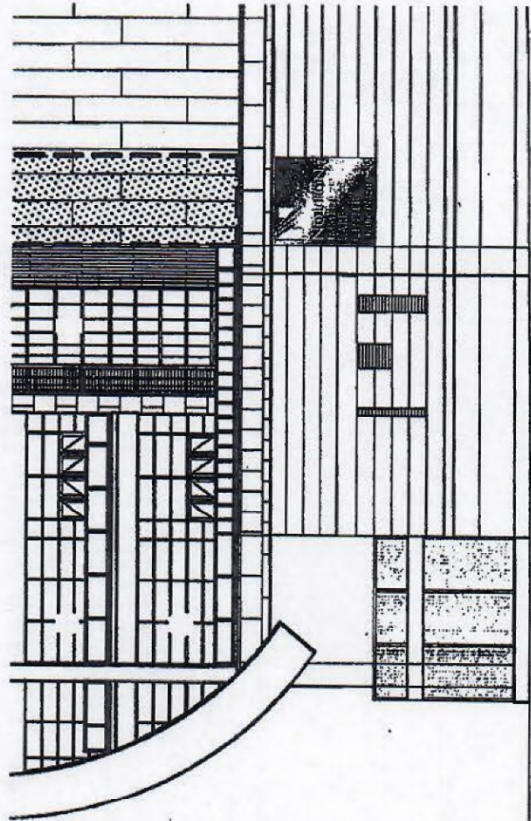
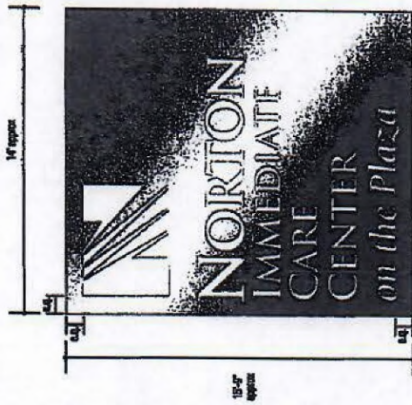
Issue Date: 05.12.10

CC: AUST
Eskandar Norton Signs

Sheet number:

EX.N02

6" deep, beveled aluminum extruded sign cabinet with 1" applied white acrylic letters.
Mechanically attach to building.
NOTE: Verify size and placement in field.



Location Elevation
Scale = 1/8" = 1'

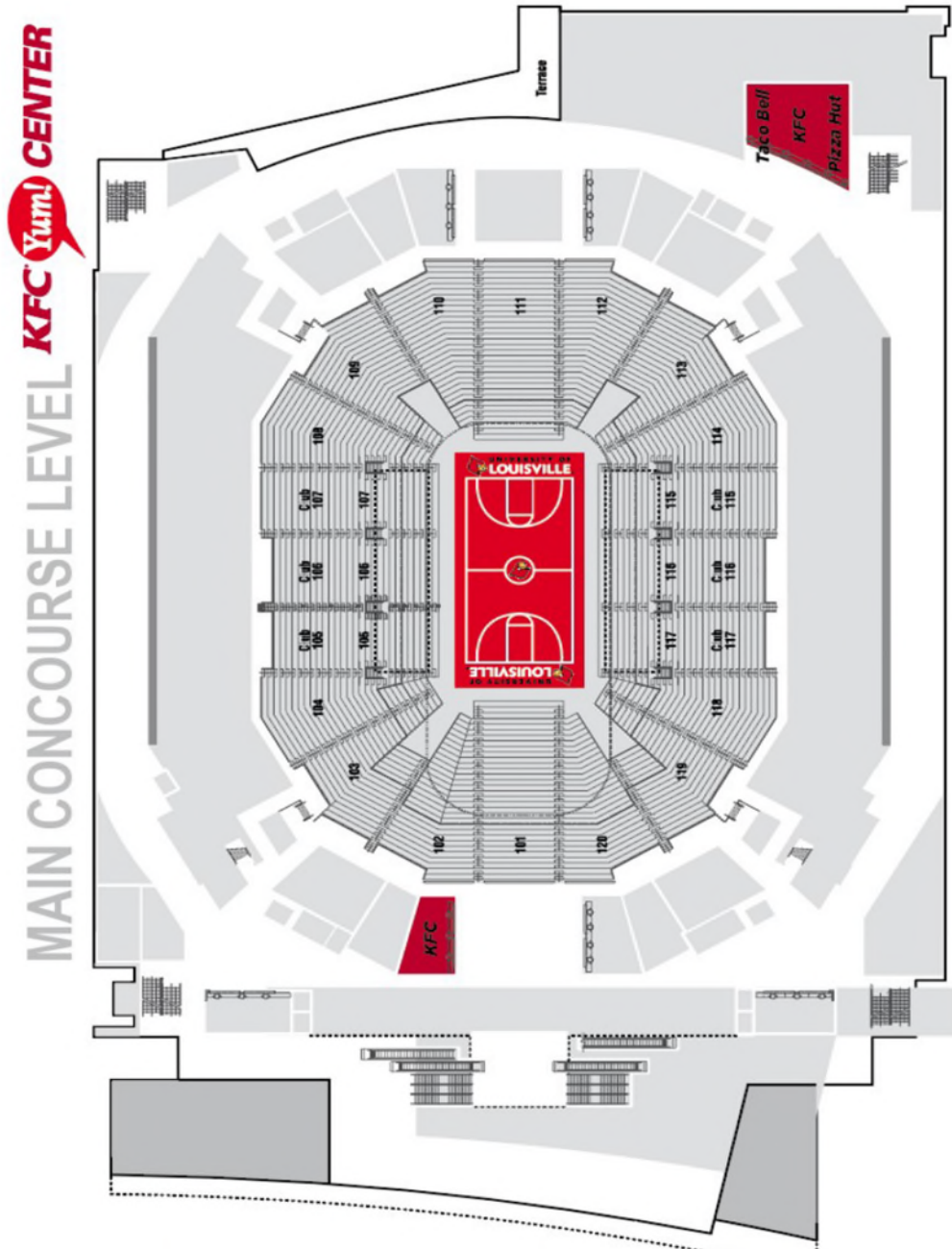
EX.N02 Norton Sign West Elevation NEW

Schedule A-14 to Arena Naming Rights Agreement - Banners

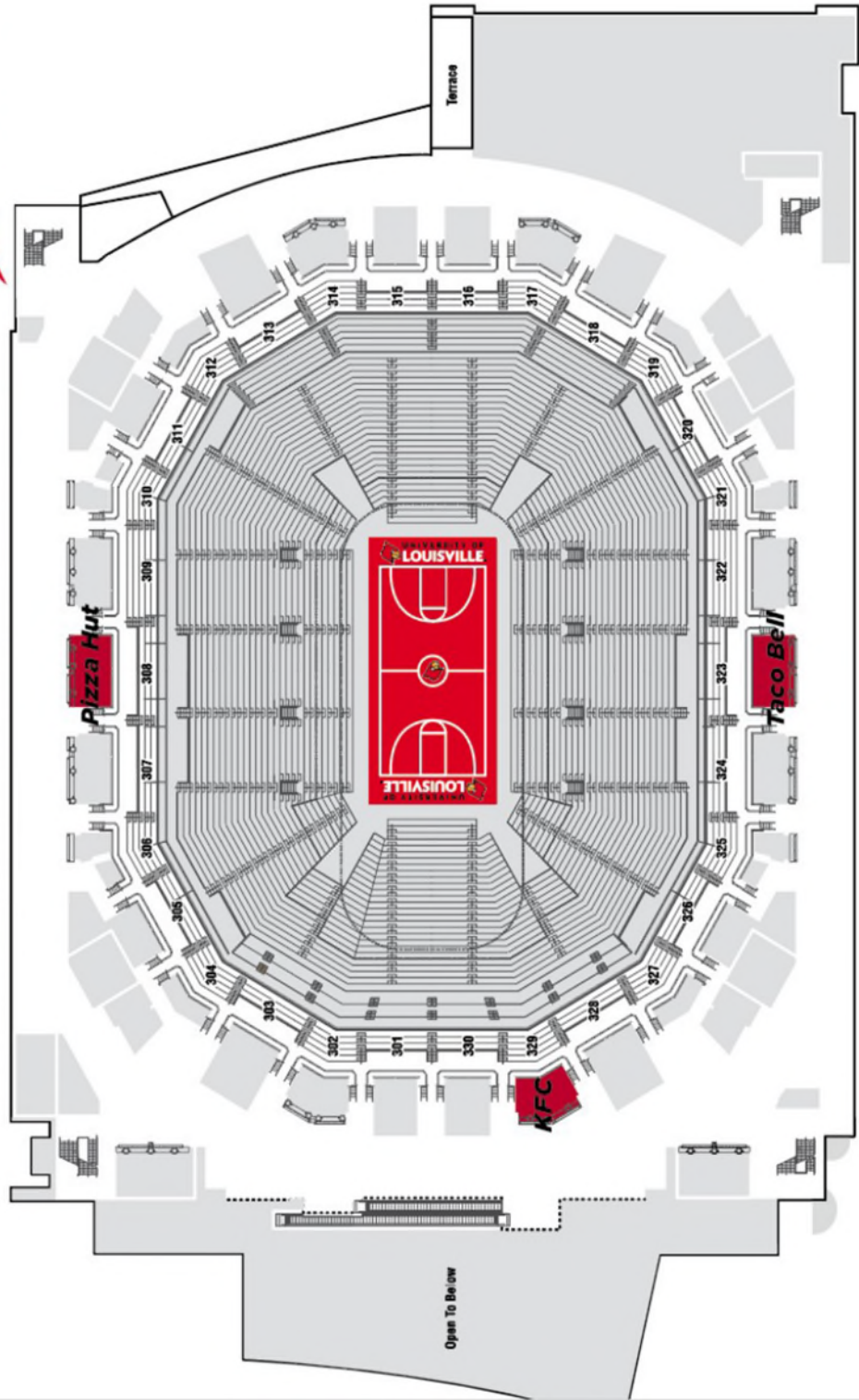
The following shows photos of banners currently displayed on the East and West sides of the Arena. On the East side (Second Street), banners are displayed for the following entities: Norton HealthCare, Ford Motors, Baird, Heaven Hill, Stock Yards Bank, UofL, UofL, Blank, Brown Forman, Spectrum, Norton HealthCare. On the West side (Third Street), banners are displayed for the following: Ford Motors, Heaven Hill, Baird, Stock Yards Bank, Brown Forman, Spectrum, Norton HealthCare. The banners may be updated from time to time, consistent with the provisions of Section 5(a) of the Agreement.



Schedule B to Arena Naming Rights Agreement – Yum Concession Locations



UPPER CONCOURSE LEVEL **KFC Yum! CENTER**



Schedule B-1 to Arena Naming Rights Agreement – “Bucket”

(See attached)

The “Bucket” shown below \will be updated with a new wrap, when provided by Yum.



Schedule C to Arena Naming Rights Agreement – Fees

Contract Year	Annual Naming Rights Fee (Disregarding any adjustments under Section 3(c) or 3(d) for the prior Contract Year and prior to any adjustments for the indicated Contract Year)	Potential CPI adjustment to Naming Rights Fee⁽⁴⁾	Adjusted Annual Naming Rights Fee^{(1), (2), (3)} (Prior to any adjustments under Section 3(c) or 3(d))	Suite Payment⁽⁵⁾
Year 1	\$0	N/A	\$0, <i>plus</i> any Year 1 Adjustment	\$0, <i>plus</i> any Suite Adjustment
Year 2	\$0	N/A	\$0, <i>plus</i> any Year 2 Adjustment	\$0, <i>plus</i> any Suite Adjustment
Year 3	\$1,500,000	N/A	\$1,500,000	\$184,000
Year 4	\$1,500,000	N/A	\$1,500,000	\$184,000
Year 5	\$1,500,000	CPI, capped at 2%	\$1,500,000, <i>plus</i> CPI capped at 2%, not to exceed \$1,530,000	\$184,000
Year 6	Adjusted Annual Naming Rights Fee for previous year (Min: \$1,500,000 – Max: \$1,530,000)	CPI, capped at 2%	Adjusted Annual Naming Rights Fee for previous year, <i>plus</i> CPI capped at 2% (not to exceed \$1,560,600)	\$184,000
Year 7	Adjusted Annual Naming Rights Fee for previous year (Min: \$1,500,000 – Max: \$1,560,600)	CPI, capped at 2%	Adjusted Annual Naming Rights Fee for previous year, <i>plus</i> CPI capped at 2% (not to exceed \$1,591,812)	\$184,000
Year 8	Adjusted Annual Naming Rights Fee for previous year (Min: \$1,500,000 – Max: \$1,591,812)	CPI, capped at 2%	Adjusted Annual Naming Rights Fee for previous year, <i>plus</i> CPI capped at 2% (not to exceed \$1,623,648)	\$184,000
Year 9	Adjusted Annual Naming Rights Fee for previous year (Min: \$1,500,000 – Max: \$1,623,648)	CPI, capped at 2%	Adjusted Annual Naming Rights Fee for previous year, <i>plus</i> CPI capped at 2% (not to exceed \$1,656,121)	\$184,000
Year 10	Adjusted Annual Naming Rights Fee for previous year (Min: \$1,500,000 – Max: \$1,656,121)	CPI, capped at 2%	Adjusted Annual Naming Rights Fee for previous year, <i>plus</i> CPI capped at 2% (not to exceed \$1,689,244)	\$184,000
Year 11	Adjusted Annual Naming Rights Fee for previous year (Min: \$1,500,000 – Max: \$1,689,244)	CPI, capped at 2%	Annual Naming Rights Fee for previous year, <i>plus</i> CPI capped at 2% (not to exceed \$1,723,029)	\$184,000

(1) The Adjusted Annual Naming Rights Fee is subject to (i) potential decrease in a particular Contract Year to the extent sanctions are imposed or self-imposed on the University of Louisville men’s basketball program, as set forth in Section 3(c), and (ii) potential increase if a certain performance level is achieved, as set forth in Section 3(d) of the Agreement.

- (2) The Annual Naming Rights Fee for Contract Year 1 is subject to potential increase (a “Year 1 Adjustment”) to the extent that the Louisville varsity men’s basketball team (the “U of L Team”) plays regular season games in the Arena which are televised nationally or on the A.C.C. network (“Televised Games”) during such Contract Year, by either: (i) \$150,000 (10% of \$1,500,000), if the U of L Team plays at least 1 and not more than 9 regular season Televised Games in the Arena; or (ii) \$300,000 (20% of \$1,500,000), if the U of L Team plays 10 or more regular season Televised Games in the Arena, and in the case of clause (i) or (ii), an additional \$150,000 (10% of \$1,500,000), if the U of L Team or other men’s Division I college basketball team (collectively, “Collegiate Teams”) play 2021 March Madness tournament games, whether in the Arena or otherwise, that are Televised Games.
- (3) The Annual Naming Rights Fee for Contract Year 2 is subject to potential increase (a “Year 2 Adjustment”) to the extent that the U of L Team plays regular season Televised Games in the Arena during such Contract Year, by either: (i) \$300,000 (20% of \$1,500,000), if the U of L Team plays at least 1 and not more than 9 regular season Televised Games in the Arena; or (ii) \$750,000 (50% of \$1,500,000), if the U of L Team plays 10 or more regular season Televised Games in the Arena, and in the case of clause (i) or (ii), an additional \$750,000 (50% of \$1,500,000), if Collegiate Teams play 2022 March Madness tournament games, whether in the Arena or otherwise, that are Televised Games. If games are not televised during Contract Year 2 based on sanctions outlined in Section 3(c), then the Year 2 Adjustment will be \$1,050,000 (\$1,500,000 less a maximum 30% reduction per Section 3(c) of the Agreement) if (i) the U of L Team plays 10 or more regular season games in the Arena and (ii) Collegiate Teams play 2022 March Madness tournament games.
- (4) “CPI” means the United States Department of Labor’s Bureau of Statistics Consumer Price Index for All Urban Consumers (“CPI-U”) – all items for Louisville, Kentucky, or if an index is not published for Louisville, Kentucky, for the comparable metropolitan area nearest to Louisville, Kentucky.

For Contract Years 1 through 4, there is no CPI adjustment to the Annual Naming Rights Fee. For Contract Years 5 through and including 11, the Adjusted Annual Naming Rights Fee for the applicable Contract Year will be calculated by adding (i) the Adjusted Annual Naming Rights Fee for the previous Contract Year as though no decrease or increase in the Adjusted Annual Naming Rights Fee had occurred for such prior Contract Year pursuant to Section 3(c) or 3(d) and (ii) the amount that results from multiplying such prior year Adjusted Annual Naming Rights Fee by the CPI for the previous Contract Year; provided that the “CPI” shall not exceed two percent (2%) in any Contract Year After such determination has been made, any applicable decrease or increase pursuant to Section 3(c) or 3(d) would then be applied to the current Contract Year.

By way of example, the Adjusted Annual Naming Rights Fee for Contract Year 5 is calculated by adding (i) the Adjusted Annual Naming Rights Fee for the previous Contract Year (Contract Year 4) year as though no decrease or increase in the Adjusted Annual Naming Rights Fee had occurred for such prior Contract Year pursuant to Section 3(c) or 3(d) (\$1,500,000) and (ii) the “CPI” for Contract Year 4 multiplied by such amount, and then any applicable decrease or increase pursuant to Section 3(c) or 3(d) would be applied to Contract Year 5; the Adjusted Annual Naming Rights Fee for Contract Year 6 is calculated by adding (i) the Adjusted Annual Naming Rights Fee for the previous year (Contract Year 5) as though no decrease or increase in the Adjusted Annual Naming Rights Fee had occurred for such prior Contract Year pursuant to Section 3(c) or 3(d) and (ii) the “CPI” for Contract Year 5 multiplied by such amount, and then any applicable decrease or increase pursuant to Section 3(c) or 3(d) would be applied to Contract Year 6.

- (5) In Contract Years 1 and 2, the Suite Payment shall be increased (a “Suite Adjustment”) by \$10,000 per regular or post-season U of L Team game at which suite attendance is permitted at approved capacity; provided that the Suite Payment shall not exceed \$184,000 in either Contract Year 1 or Contract Year 2. If Louisville reduces the cost of the suite during Contract Year 1 or Year 2 or any portion thereof, the savings will be passed along to Yum. In the event that the U of L Team’s regular season home game schedule without any home games being eliminated or altered due to a Force Majeure Event is 18 games, then the Suite Adjustment shall be calculated on the basis of \$10,223 per regular or post-season U of L Team game; provided that the Suite Payment shall not exceed \$184,000 in either Contract Year 1 or Contract Year 2.

Schedule D to Arena Naming Rights Agreement – Affiliated Brands Logo



Schedule E to Arena Naming Rights Agreement – Parent Brand Logo



**Schedule F to Arena Naming Rights Agreement – Grandfathered Competitive Companies /
ULAA**

I. Grandfathered Competitive Companies. The Specified Parties acknowledge and agree that the Grandfathered Competitive Companies have contracted for the following rights with respect to the Arena:

a. Grandfathered Competitive Pizza Company: LAA has notified Yum of the existence of a letter dated August 23, 2007 (the “August 23, 2007 Letter”) from the LAA addressed to Papa John’s International, Inc. (the “Grandfathered Competitive Pizza Company”). LAA reserves all rights and defenses as to the August 23, 2007 Letter.

b. Grandfathered Competitive Burger Company: Under the terms of an Arena Sponsorship Agreement dated November 11, 2009, and Addendum between McDonald’s of Kentuckiana Co-op (the “Grandfathered Competitive Burger Company”) and LASEP, LLC, the Grandfathered Competitive Burger Company is named as the official “Hamburger & French Fry Partner” of the Arena. The Grandfathered Competitive Burger Company may communicate that it is the Official Burger and Fry Partner of “the Louisville Arena” or “the Arena” as opposed to referencing the KFC YUM! Center in advertising materials in the DMA and within the restaurants, as well as approved PR materials. This includes promotion of the Official Burger and Fry Partner concept without the inclusion of an Arena logo that references Yum and/or KFC. The Grandfathered Competitive Burger Company has contracted for the following commercial time:

- i. Arena Exterior Marquee
 - 1. Event Day:
 - a. Pre Event (2 Hours) – six 30 second spots
 - b. Post Event – six 30 second spots
 - 2. Non-Event Day:
 - a. 7 a.m. – 9 p.m. – six 30 second spots
 - b. ROM (Run on Marquee) - eight 30 second spots
 - c. 4:30 p.m. to 6:30 p.m. – six 30 second spots
- ii. two identities on the Lower Suite Fascia Signage in the Arena inner bowl, and eight identities on the Upper Concourse Vomitories;
- iii. IPTV in the interior of the Arena as follows:
 - 1. During event – four 30 second spots

2. Post Event (2 hours after event) – four 30 second spots
3. Branding during event – two 15 second spots

II. ULAA’s Permanent Signage. Yum acknowledges that under Section 7.1(g)(1) of the Lease Agreement, ULAA is entitled to 10% of all “Permanent Signage” (as defined in the Lease Agreement) inside and outside of the Arena for use by ULAA. Yum and LAA further acknowledge that the rights and obligations of LAA and Yum under the Agreement are subject to such rights of ULAA. Yum and LAA acknowledge that LAA and ULAA have agreed in a letter dated August 10, 2010 that (i) all sponsors that wish to be included on ULAA’s Permanent Signage will be subject to the consent of LAA and (ii) that the intent of such consent rights is that sponsors utilizing ULAA’s Permanent Signage would not fall into the category of quick service restaurants (other than Yum entities) or modestly priced national chain restaurants that produce or sell chicken products, Mexican food products, pizza products, pasta products or wings products).

III. ULAA’s Game Day Signage and Sponsorship Rights. Under Section 7.1(g)(4) of the Lease Agreement, ULAA has the exclusive right to market, sell and retain 100% of the revenue generated from “University-sponsored Event Signage and University-sponsored Event Sponsorships” (as defined in the Lease Agreement). Yum acknowledges that neither Yum nor LAA have control over ULAA’s University-sponsored Event Signage and University-sponsored Event Sponsorships. Yum and LAA further acknowledge that the rights and obligations of LAA and Yum under the Agreement are subject to such rights of ULAA.

Schedule G to Arena Naming Rights Agreement – Insurance

LAA Insurance

LAA shall maintain during the Term and at its own expense the following insurance:

- a. Commercial General Liability Insurance, including, but not limited to, coverage for premises/operations, products/completed operations, personal and advertising injury, broad form contractual liability and independent contractors liability, in minimum amounts of \$10,000,000 per occurrence for bodily injury and property damage, \$10,000,000 for each person or organization for personal and advertising injury, \$10,000,000 in the aggregate, with a separate \$10,000,000 aggregate for products and completed operations. Such insurance shall include severability of interests or cross liability provisions and shall be endorsed as set forth below.
- b. Commercial Automobile Liability insurance covering any owned, non-owned, and hired vehicles to be used in and out of facilities with a combined single limit for bodily injury and property damage of not less than \$5,000,000 per accident. Such insurance shall cover LAA against claims for bodily injury, including death resulting therefrom, and damage to the property of others caused by accident regardless of whether such operations are performed by LAA, LAA's agents, or by any one directly or indirectly employed by and any of them.
- c. Workers' compensation insurance as required by law in the state of Kentucky. Such policy shall include Employers Liability insurance with minimum limits of \$1,000,000 for Bodily Injury each accident, \$1,000,000 for Bodily Injury by disease policy limit, and \$1,000,000 for Bodily Injury by disease each employee. Yum is to be named as an "Alternate Employer" on such policy to preclude the insurance company from denying coverage to an employee of LAA based on a claim by such employee of employment status with Yum.
- d. Commercial Property Insurance covering improvements to real property and any personal property therein against loss or damage due to perils covered under a special causes of loss form endorsed to add the perils of earthquake and flood at replacement cost value at full replacement value.
- e. Technology Professional Liability Errors and Omissions/Cyber Liability insurance. Such coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by LAA in this agreement and shall include, but not be limited to claims or loss involving: infringement of intellectual property, copyright, or trademark; invasion of privacy violations; data or information theft; damage to or destruction of electronic information; gathering, retention, use, theft or release of private, personal, or confidential information; extortion; and network security. The policy shall include, or be endorsed to include,

- i. breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations;
- ii. property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of Yum in the care, custody, or control of the LAA;
- iii. personal injury (including but not limited to slander, libel, disparagement of products or services, plagiarism, piracy, defamation, invasion of the right of privacy, and negligence arising from the dissemination of content) arising out of content published and/or incorporated into software by LAA;
- iv. violation of federal, state, or foreign security and/or privacy laws or regulations including GDPR and CCPA including investigative and notification costs and regulatory fines and penalties.

LAA shall maintain coverage of at least USD \$5,000,000 per each claim and annual aggregate with no sublimit for loss arising from violations of privacy laws and regulations. Such insurance must address all of the foregoing without limitation if caused by known or unknown third-parties, as well as by an employee of LAA or an independent contractor working on behalf of LAA in performing services under the agreement whether intentional or unintentional. The policy must provide coverage for wrongful acts, claims, and lawsuits anywhere in the world and must be kept in force during the term of the agreement. The policy shall be written on a claims made form that has a retroactive date prior to the date of project commencement and is maintained by LAA throughout the performance of services under the agreement and for at least three (3) years thereafter (either as a policy in force or extended reporting period) after the termination of the agreement.

The above limits requirements may be met with a combination of primary insurance and commercial excess or commercial umbrella insurance. All policies except Technology Professional Liability Errors and Omissions shall be written on an occurrence basis. The insurance coverages provided shall not be endorsed in such a way to prohibit coverage for liabilities that would arise during the Term, or that restrict the work described in the scope of this Agreement. At all times LAA’s insurance will be primary and Yum’s insurance (if any) will be excess and non-contributory. LAA must notify Yum, of any deductible or self-insurance retention greater than \$25,000. All insurance shall be placed with an insurer having a Best’s rating (or the equivalent of Best’s) A-VII or better, and must be payable in U.S. dollars. LAA shall provide a certificate of insurance evidencing the above coverages and naming: “Yum! Brands, Inc. and its affiliates and its franchisees and licensees, and current and former employees, officers, directors and agents of each of the foregoing companies, and each of the foregoing companies’ successors and assigns” as additional insureds. If any of the above insurance policies are canceled prior to expiration, LAA agrees to immediately replace the insurance without lapse of coverage. LAA also

agrees to provide annual update certificates for the above insurance policies. Yum has no duty to confirm the existence of such insurance or to monitor such certificates. If LAA allows any policy described herein to be cancelled for any reason, without replacement, LAA shall be considered in breach of this Agreement and subject to the remedies described herein.

Yum Insurance.

Yum shall maintain during the Term and at its own expense the following insurance:

Commercial General Liability Insurance, including, but not limited to, coverage for premises/operations, products/completed operations, personal and advertising injury, broad form contractual liability and independent contractors liability, in minimum amounts of \$2,000,000 per occurrence for bodily injury and property damage, \$2,000,000 for each person or organization for personal and advertising injury, \$5,000,000 in the aggregate, with a separate \$2,000,000 aggregate for products and completed operations. Such insurance shall include severability of interests or cross liability provisions and shall be endorsed as set forth below.

The above limits requirements may be met with a combination of primary insurance and commercial excess or commercial umbrella insurance. All policies shall be written on an occurrence basis. The insurance coverages provided shall not be endorsed in such a way to prohibit coverage for liabilities that would arise during the Term, or that restrict the work described in the scope of this Agreement. All insurance shall be placed with an insurer having a Best's rating (or the equivalent of Best's) AVII or better, and must be payable in U.S. dollars. Yum shall provide a certificate of insurance evidencing the above coverages and naming: "Louisville Arena Authority, Inc. and its affiliates and its franchisees and licensees, and current and former employees, officers, directors and agents of each of the foregoing companies, and each of the foregoing companies' successors and assigns" as additional insureds as soon as reasonably practicable after the date of the Agreement. If any of the above insurance policies are canceled prior to expiration, Yum agrees to immediately replace the insurance without lapse of coverage. Yum also agrees to provide annual update certificates for the above insurance policies. LAA has no duty to confirm the existence of such insurance or to monitor such certificates. If Yum allows any policy described herein to be cancelled for any reason, without replacement, Yum shall be considered in breach of this Agreement and subject to the remedies described herein.

Waiver of Subrogation.

Notwithstanding anything to the contrary herein, to the extent permitted by law and without affecting the coverage provided by insurance required to be maintained hereunder, LAA and Yum shall each agree to waive any right to recover against the other party (and the other party's agents, officers, directors and employees) on account of any and all claims it may have against the other party (and the other party's agents, officers, directors and employees) with respect to the insurance actually maintained, or required to be maintained hereunder, and to the extent proceeds are realized from such insurance coverage that are applied to such claims. Each policy described in this Agreement shall contain a waiver of subrogation endorsement that provides that the waiver of any right to recovery shall not invalidate the policy in any way.

Schedule H to Arena Naming Rights Agreement – Domain Names and Arena Website

I. Domain Names.*

kfcyumcenter.com
kfcyumcenter.net
kfcyumcenter.org
kfcyumcenter.biz
kfcyumcenter.info
thekfcyumcenter.com
thekfcyumcenter.net
thekfcyumcenter.org
thekfcyumcenter.biz
thekfcyumcenter.info
Yumcenter.com / .net / .org / .biz / .info
theyumcenter.com / .net / .org / .biz / .info
kfccenter.com / .net / .org / .biz / .info
thekfccenter.com / .net / .org / .biz / .info

* The Domain Names shall include the listed domain names, as well as a version of each domain name that replaces “center” with “centre”

II. Yum’s Advertising Rights on the Arena Web Site.

Yum and its brands will be featured on the Arena Web Site home page. This includes promotional and advertising verbiage, visuals, and logos as well as hotlinks from www.kfcyumcenter.com to the web sites of Yum and its brands (e.g., yum.com, kfc.com, pizzahut.com and tacobell.com).

Schedule I to Arena Naming Rights Agreement – Report Template

[Report template to be developed by agreement of LAA and Yum]

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