

**ADMINISTRATIVE AMENDMENT NO. 1 TO  
SELLAND ARENA  
LICENSE AGREEMENT**

This Amendment No. 1 ("**Amendment**") is entered into by the CITY OF FRESNO, a municipal corporation (the "**City**"), SMG, a Pennsylvania general partnership ("**SMG**"), and FRESNO HOCKEY CLUB, LLC, dba Fresno Falcons Professional Hockey Club, a Delaware limited liability company (the "**Licensee**") and is dated and effective as of December 15, 2007 notwithstanding its date of execution.

**RECITALS**

A. **City, SMG and Licensee** are parties to a November 30, 2007 Selland Arena License Agreement ("**License Agreement**") regarding use of the Arena for professional hockey; and

B. The parties desire to make certain minor modifications to the **License Agreement** that are administrative in nature, variously due to unanticipated delays in assembling project information and the requirements of Section 24 of the **License Agreement** (entitled "Bond Compliance"), consistent with the **Management Agreement**.

NOW THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledged, the parties agree as follows:

1. The **License Agreement** does not in any way alter or amend the **Management Agreement**, implicitly or otherwise. In the event of any conflict between the **License Agreement** as modified by this **Amendment** and the **Management Agreement**, as between the City and SMG, the terms and conditions of the **Management Agreement** shall control and take precedence over the terms and conditions expressed within the **License Agreement** as modified by this **Amendment**. In the event the **Management Agreement** shall terminate/expire prior to termination/expiration of the **License Agreement** as amended hereby, the **License Agreement** shall continue in full force and effect as between the **Licensee** and **City**, and **City** shall assume rights/obligations of **SMG** consistent with constitutional and local law requirements and subject to annually allocated and available funding, provided that nothing in this Section 1 shall constitute a waiver of or limitation upon rights/remedies available any party.
2. All revenues, fees and liquidated damages payable to/received by **SMG** under the **License Agreement** as amended hereby shall be subject to the **Management Agreement** including all its requirements therein for custody and disposition of funds.
3. The time for **Licensee** to provide to **SMG** and **City** each and all of Exhibits B, F and G to the **License Agreement** is hereby extended through March 31, 2008.
4. All capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the **License Agreement**.
5. In all other regards, the **License Agreement** shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties authorized agents have executed this **Amendment No. 1 to License Agreement** as of the day and year set forth below.

CITY OF FRESNO  
a Municipal Corporation

By: Andrew T. Boey  
Title: CITY MANAGER  
Date:

SMG,  
a Pennsylvania general partnership

By: William C. Boyer  
Title:  
Date:

FRESNO HOCKEY CLUB, LLC, dba  
Fresno Falcons Professional Hockey Club,  
a Delaware limited liability company

By: Christopher Cummings  
Title: President  
Date: February 5, 2008

ATTEST:  
Rebecca E. Klisch  
City Clerk

By: Sherrie L. Badertocher 3/6/08

APPROVED AS TO FORM:  
James Sanchez

By: Jamie F. Anedisi  
Deputy

LAA:cs[43911cs\laa]-1/29/08