

**SECOND ADDENDUM TO
THE AMENDED AND RESTATED SAN JOSE ARENA MANAGEMENT AGREEMENT
BETWEEN
THE CITY OF SAN JOSE
AND
SAN JOSE ARENA MANAGEMENT, LLC**

This Second Addendum to the Amended and Restated San Jose Arena Management Agreement (Addendum) is made and entered into as of this ____ day of _____, 2010, between the CITY OF SAN JOSE, a municipal corporation ("City") and SAN JOSE ARENA MANAGEMENT, LLC, a California limited liability company ("Manager").

RECITALS

WHEREAS, City and Manager have entered into that certain Amended and Restated San Jose Arena Management Agreement dated December 19, 2000 ("Management Agreement") which provides for Manager's lease, operation and management of the HP Pavilion at San Jose ("Arena"); and

WHEREAS, Section 6.03 of the Management Agreement provides for the sharing of revenue with respect to building naming at the Arena; and

WHEREAS, Manager has entered into an agreement with Citrix Systems ("Citrix") dated _____, 2010 (Naming Agreement) which provides for the naming of portions of the Arena, specifically, the sixty-six (66) penthouse and concourse suites. A copy of the naming Agreement is attached hereto as Exhibit A; and

WHEREAS, Manager and City have determined that the building naming revenue resulting from the Naming Agreement is \$150,000 annually for the term of the Naming Agreement; and

WHEREAS, City desires to consent to the naming as described in the Naming Agreement; and

WHEREAS, the parties desire to enter into this Addendum to implement the above stated provision of the Management Agreement;

NOW, THEREFORE, for valuable consideration the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

SECTION 1. CITY CONSENT

City consents to the naming of a portion of the Arena as described in the Naming Agreement, attached as Exhibit A, for the period of time and in accordance with the terms of the Naming Agreement.

SECTION 2. COMPENSATION

Pursuant to the terms of the Naming Agreement, Manager shall collect \$150,000 from Citrix each year of the Naming Agreement. Manager shall transfer to City one half (\$75,000) of the annual payment by March 11 of each year, commencing March 11, 2011.

SECTION 3. NO CHANGE TO ARENA ADVERTISING

Nothing herein gives approval to any change in the Arena Advertising restrictions contained in the Management Agreement and Attachment 8 to the Management Agreement. All required approvals for any change in the locations or extent of Arena Advertising program must be separately sought. The parties acknowledge that the City has approved, on the same date this Agreement was approved, an amendment to Attachment 8 to accomplish signage for the suites.

SECTION 4. WAIVER OF COVENANTS OR CONDITIONS

The waiver of any one party of the performance of any covenant or condition under this Addendum shall not invalidate this Addendum, nor shall it be considered by it of any other covenant or condition of this Addendum.

SECTION 5. TERM OF ADDENDUM

The term of this ADDENDUM shall be from the full execution of this Agreement to August 31, 2015, inclusive, subject to the provisions of the Naming Agreement.

SECTION 6. COMPLIANCE WITH LAWS

Manager shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

SECTION 7. MANAGER'S BOOKS AND RECORDS

- A. Manager shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Manager pursuant to this ADDENDUM.

- B. Manager shall maintain all documents and records which demonstrate performance under this ADDENDUM for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this ADDENDUM.

- C. Any records or documents required to be maintained pursuant to this ADDENDUM shall be made available for inspection or audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Unless an alternative is mutually agreed upon, the records shall be available at Manager's address indicated for receipt of notices in this ADDENDUM.

SECTION 8. NOTICES

All notices and other communications required or permitted to be given under this ADDENDUM shall be in writing and shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the respective parties as follows:

To CITY: City of San Jose
Attention: City Manager
200 East Santa Clara Street
San Jose, CA 95113

To MANAGER: San Jose Arena Management
Attention: Donald Gralnek
525 West Santa Clara Street
San Jose, CA 95113

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

SECTION 9. INTEGRATION WITH MANAGEMENT AGREEMENT

The terms and conditions of this Addendum are intended to supplement and integrate with the terms of the Management Agreement. Except as expressly provided herein, nothing in this Addendum shall be deemed to amend or modify the terms and conditions of the Management Agreement unless expressly set forth in this ADDENDUM.

WITNESS THE EXECUTION HEREOF on the day and year first hereinabove written.

APPROVED AS TO FORM: "City"
CITY OF SAN JOSE, a municipal corporation
By: _____
PATRICIA A. DEIGNAN DEANNA J. SANTANA
Chief Deputy City Attorney Deputy City Manager

"Manager"
SAN JOSE ARENA MANAGEMENT, LLC,
a Delaware limited liability company
By: _____
Print Name: _____
Title: _____

EXHIBIT A

NAMING RIGHTS AND TRADEMARK LICENSE AGREEMENT

This Naming Rights, and Trademark License Agreement ("Agreement") is dated as of _____, 2010 by and among **CITRIX SYSTEMS**, a Delaware Corporation ("CITRIX"), and San Jose Arena Management LLC, ("SJAM") a Delaware limited liability company. Terms used in this Agreement with initial capital letters have the meaning set forth or referenced in Article XI.

Recitals

WHEREAS, The City of San Jose ("City") owns an Events facility at 525 W. Santa Clara Street, San Jose, California known as HP Pavilion (the "HPP") and SJAM operates HPP pursuant to a Management Agreement as amended between the City and SJAM, executed as of December 2000 ("Management Agreement").

WHEREAS, Within HPP there is two levels – Concourse and Penthouse Suites (total of 66 Suites) located on the Suite levels of HPP ("The Suites").

WHEREAS, CITRIX and SJAM entered into Letter of Intent dated August 27, 2010, setting forth understandings of parties with regard to the Naming Rights opportunity.

WHEREAS, The parties desire, subject to the terms and conditions of this Agreement and City approval, that The Suites be renamed the "CITRIX SUITES."

WHEREAS, SJAM, CITRIX, and the San Jose Sharks, LLC., a Delaware limited liability company ("Sharks"), have entered into a Sponsorship Agreement ("Sponsorship Agreement") regarding CITRIX's sponsorship at HPP, which Sponsorship Agreement is being adopted contemporaneously herewith ("Sponsorship Agreement").

Agreement

Now, therefore, CITRIX and SJAM (the "Parties"), in consideration of the mutual covenants of this Agreement agree:

Article I. Naming Rights and Signs

Section 1.1 Suites Name. From and after the Effective Date, during the Term, and subject to the other provisions of this Agreement, the Suites currently known as the "Penthouse and Concourse Suites" including City Suite known as C-11, will be called the "the Citrix Penthouse Suites and Citrix Concourse Suites". SJAM and CITRIX acknowledge that naming of the Suites requires the approval of City. City's approval under this Agreement is needed to change the name of the Suites from the "Penthouse

and Concourse Suites” to the “Citrix Penthouse Suites and Citrix Concourse Suites” as above stated and to approve the locations of signage and advertising within the Suites.

Section 1.2 Commencing on Effective Date, SJAM shall use reasonable efforts to require each person, that contracts for the use of the Suites for any purpose to refer to and identify the Suites as the CITRIX Suites in all promotional and advertising materials.

Section 1.3 Suites Signage. Exhibit 1.3 sets forth the size, appearance, content and the schedule for construction and installation of signs that SJAM will place inside HPP (“CITRIX Signs”). The construction and installation of these signs will be at no expense to CITRIX. Pursuant to the schedule in Exhibit 1.3, SJAM will cause the CITRIX Signs to be installed in HPP. SJAM is responsible for the maintenance and repair of the signs installed under this Section 1.3.

Article II. Trademark License

Section 2.1 CITRIX License to SJAM.

Section 2.1.1 To the extent Citrix Signs involve CITRIX’S trademark/service mark, then CITRIX hereby grants to SJAM a limited term, non-exclusive, non-transferable, world-wide, royalty free license (with right to sublicense) to use the Suite Mark, as set forth on Exhibit 2.1.1, to (i) carry out SJAM's obligations under Article I, (ii) promote or advertise the Suites, the use of the Suites, or events that are scheduled to occur at the Suites, (iii) make, have made, use, sell, or have sold merchandise, publications, memorabilia and collectibles. Neither SJAM nor any vendor of merchandise, publications, memorabilia or collectibles using the Suite Mark has any obligation to make any payment to CITRIX in connection with the sale of such goods. At SJAM’S request, CITRIX will provide SJAM with a written license agreement that fully reflects this Agreement or letters of authorization to vendors to use the Suites Mark.

Section 2.1.2 CITRIX will not use or license to others the right to use the Suites Mark or any derivation thereof in the Continental United States except in association with the Suites. This section shall not prevent CITRIX from entering into any agreement to name any facility elsewhere in any manner other than the use of the name the “CITRIX Suites.”

Section 2.1.3 CITRIX will take no action (i) inconsistent with the rights to use the Suites Mark granted to SJAM under this Agreement; (ii) to interfere with, circumvent or diminish SJAM's rights in the Suites Mark. CITRIX will not use the Suites Mark in any way that is misleading, unlawful, or in violation of the rights of any other person,

including, without limitation, any use of the Suites Mark or any SJAM Licensed Marks, to suggest approval or endorsement of any product or service by SJAM or by the City without the express prior written consent of SJAM or the City (as appropriate).

Section 2.1.4 SJAM will not use the Suites Mark in any way that is misleading, unlawful, or in violation of the rights of any other person, including, without limitation, any use of the Suites Mark or any CITRIX Licensed Marks, to suggest approval or endorsement of any product or service by CITRIX without the express written consent of CITRIX.

Section 2.1.5 CITRIX at its sole expense will determine whether to file the Suites mark for registration, as provided in Section 2.3 below, and if so, to file and pursue such registrations. CITRIX will regularly notify SJAM of the status and/or results of such efforts.

Section 2.2 Ownership of Licensed Marks. Except as specifically provided in this Agreement, SJAM and the City do not obtain any rights in the Suites Mark or any other trademark of CITRIX. Except as provided in Section 2.3, CITRIX has no rights by virtue of this Agreement to any trademarks, trade names or other intellectual property of SJAM, or of the City, or of any team, organization, performer, or event using or performing at the Suites. It is expressly understood that each party retains all ownership rights, title and interest to their respective trademarks, and any use by another party inures to the benefit of the party who owns the trademark.

Section 2.3 Protection of Licensed Marks. CITRIX will, at its expense (i) promptly file and prosecute to completion registration(s) and any other appropriate form of protection for the Suites Mark in the United States, (ii) enforce its ownership of the Suites Mark, and (iii) defend the Suites Mark against infringement.

Section 2.4 Injunctive Relief. The parties agree that use by any of them of the marks licensed under this Article 2 in violation of this agreement may cause irreparable harm, and in the event of such improper use, the licensor of the mark is entitled to seek injunctive relief (including appeals) without the necessity of posting a bond or other security.

Article III. Payments for Naming Rights.

Section 3.1 Annual Payments by CITRIX.

Section 3.1.1 By March 1 of each Applicable year, (the dates as set forth in Exhibit 3.1.1), CITRIX will have paid SJAM in cash or by wire transfer of immediately available funds to an account designated

by SJAM, all funds for the rights granted under Articles 1 and 2 of this Agreement as required and as set forth in Exhibit 3.1.1.

Section 3.1.2 By March 2 of any applicable year, SJAM will pay the city the agreed upon sum of money for its share of such Naming Rights.

Article IV. Term and Termination.

Section 4.1 Term. This Agreement will commence on the Effective Date and will continue until August 31, 2013, unless extended under Section 4.2, or earlier terminated under Section 4.3 (the "Term").

Section 4.2 CITRIX Right to Extend. If CITRIX is not in default under this Agreement, then, at any time before May 1, 2012, ("Extension Deadline") CITRIX has the right, at its sole election, to extend the Term of this Naming Rights Agreement to continue through the 2014 – 2015 NHL Season inclusive. CITRIX must exercise its right to extend the Term under this Section 4.2 by written notice prior to the Extension Deadline ("Extension Notice") and must at same time but prior to Extension Deadline exercise its option to renew the Sponsorship Agreement pursuant to the terms of such Sponsorship Agreement by such Extension Deadline and Sponsor has not been in default under this Agreement, and no default remains cured as of the date of the Extension Deadline Date and as of the date that the renewal term is to commence.. Any such Extension Notice will be irrevocable, and will result in an extension of the Term on all of the same terms and conditions stated in this Agreement without modification. Parties agree to cooperate in good faith to document said extension. If CITRIX elects not to extend this Agreement or fails to provide Sharks with an Extension Notice, such decision or failure shall be deemed for all purposes under this Agreement as a decision not to renew and the Agreement will terminate on the expiration of the initial term of the Agreement on August 31, 2013.

Section 4.3 CITRIX's right to Terminate.

Section 4.3.1 CITRIX is entitled to terminate this Agreement if:

Section 4.3.1.1 There has been a Breach by SJAM, CITRIX has given SJAM written notice of the Breach, and thirty (30) days have passed since the written notice was given and SJAM has not cured, or commenced reasonable efforts to cure the Breach.

Section 4.3.1.2 If CITRIX terminates this Agreement prior to end of the then term, CITRIX will be responsible for all costs, up to one hundred thousand dollars (\$100,000) to remove Citrix Signs and replace

them with the types of signage SJAM had used for the Suites prior to this Agreement.

Section 4.3.1.3 Breach by SJAM means: (1) SJAM's failure to perform any of its material obligations under this Agreement; (2) the City's termination of the Management Agreement because of a breach by SJAM; (3) SJAM's cessation of its conduct of its business, or an attachment, execution or other judicial seizure or sale of any substantial portion of SJAM's assets, which is not discharged or revoked within 10 days; (4) SJAM's failure to pay its debts as they come due, or filing, or the filing against it of a petition or other request for relief under federal or state bankruptcy or insolvency laws, which is not discharged within sixty (60) days, or SJAM's application for or consent to the appointment of a receiver for all or a substantial part of its assets; (5) any representation of SJAM in this Agreement proving to have been knowingly and materially false when made; (6) SJAM's continued misuse of CITRIX's Licensed Marks after Notice to stop such misuse of Citrix marks as received by SJAM.

Section 4.3.1.4 If an event of casualty occurs which renders the Suites unusable or makes it unavailable for events for which the Suites is intended requiring cancellation or rescheduling of planned sports and entertainment events for longer than four (4) consecutive months, and CITRIX does not receive a Reconstruction Notice in the time period set forth in Section 10.12 CITRIX may terminate this Agreement.

Section 4.4 SJAM's Right to Terminate.

Section 4.4.1 SJAM is entitled to terminate this Agreement if there has been a Breach by CITRIX, SJAM has given CITRIX written notice of the Breach, and if the Breach is a failure to make a payment due under Section 3.1, (twenty) 20 days have passed since the written notice was given, or, if the Breach was other than a failure to make a payment due under Section 3.1 and Article 5, thirty (30) days have passed since the written notice was given and CITRIX has not cured, or commenced reasonable efforts to cure the Breach.

Section 4.4.2 Breach by CITRIX means: (1) CITRIX's failure to perform any of its material obligations under this Agreement; (2) Sharks termination of the Sponsorship Agreement because of a breach by CITRIX under that Agreement; (3) CITRIX's cessation of the

conduct of its business, or an attachment, execution or other judicial seizure or sale of any substantial portion of CITRIX's assets, which is not discharged or revoked within ten (10) days; (4) CITRIX's failure to pay its debts as they come due, or filing, or having filed against it a petition or other request for relief under federal or state bankruptcy or insolvency laws which is not discharged within sixty (60) days, or CITRIX's application for or consent to the appointment of a receiver for all or a substantial part of its assets; (5) any representation of CITRIX in this Agreement proving to have been knowingly and materially false when made; (6) CITRIX'S assignment of this Agreement in violation of Section 12.1.

Section 4.5 Remedies.

Section 4.5.1 In addition to all other rights or remedies available to the parties at law or in equity, in the event of a Breach by CITRIX, and in addition to all other rights and remedies SJAM may possess, CITRIX will pay the SJAM all amounts that would be due under Article VI in connection with a change of the Suites Mark, and an amount equal to the Naming Rights payments that would have been due under Section 3.1 for the then remaining term, initial or extended as appropriate of this Agreement and the Sponsorship Agreement payments that would have been due under Section 8.1.6 for the remaining term, initial or extended as appropriate, for the Sponsorship Agreement.

Section 4.5.2 Notwithstanding any other provision in this Agreement, no party is liable to any other party under this Agreement for consequential, indirect, punitive or special damages including without limitation loss of profits, except as provided in Section 5.5.1. provided that this limitation is not to apply to prevent either party from recovering any amount to be paid by the other party under this Agreement for breach of this Agreement.

Section 4.5.3 In addition to special remedy set forth in section 4.5.1 above, in the event of a breach of this Agreement, the non-breaching party shall be entitled to exercise all rights and remedies provided at law or in equity subject to the express limitations contained herein with respect to the breach of this Agreement.

Article VI. CHANGE OF SUITES MARK.

Section 6.1 CITRIX, with prior written consent of SJAM and the City which may not be unreasonably withheld, and subject to any exclusivity granted to other sponsors of SJAM, and subject to CITRIX's compliance with Section 6.1 may change the Citrix Suites Mark so long as SJAM does all work associated with such change and

CITRIX pays all costs and expenses (payable to third parties or otherwise) associated with changing signs, and other materials that reflect the Citrix Suites Mark, removing and destroying old signs and other materials, etc.

Article VII. INDEMNIFICATION

Section 7.1 Indemnification by CITRIX. CITRIX will indemnify and hold harmless the City and SJAM from or against any loss, cost, damage or expense (including, without limitation, attorneys fees and expenses) associated with any claim or allegation by a third person (a "Claim") resulting or arising from use of the Suites Marks as permitted by this Agreement, or any action by CITRIX (including, without limitation, claims alleging infringement of intellectual property rights, defamation, unfair competition, unfair trade practice, tort, contract, or strict liability) solely attributable to CITRIX but only to the extent attributable to CITRIX's action or inaction or breach of its obligations under this Agreement or of its Representations and Warranties in this Agreement. SJAM will give CITRIX prompt written notice of any Claim, and, to the extent known, of the facts and circumstances giving rise to the Claim. CITRIX is entitled to defend any Claim at its expense, through counsel of its choice, but CITRIX and its counsel will keep the other parties informed in reasonable detail concerning investigation, defense and settlement of the Claim. CITRIX has no authority to impose any obligation (for the payment of money or otherwise) on the City or SJAM without the written consent of the affected party.

Section 7.2 Indemnification by SJAM. SJAM will indemnify and hold harmless CITRIX from and against any loss, cost damage or expense (including, without limitation, attorneys fees and expenses) associated with any claim or allegation by a third person (a "Claim") resulting or arising from use of the SJAM Licensed Marks as permitted by this Agreement, or any action by SJAM (including, without limitation, claims alleging infringement of intellectual property rights, defamation, unfair competition, unfair trade practice, tort, contract, or strict liability) solely attributable to SJAM but only to the extent attributable to SJAM's action or inaction or breach of its obligations under this Agreement or of its its Representations and Warranties in this Agreement. CITRIX will give SJAM prompt written notice of any Claim, and, to the extent known, of the facts and circumstances giving rise to the Claim. SJAM is entitled to defend any Claim at its expense, through counsel of its choice, but SJAM and its counsel will keep CITRIX informed in reasonable detail concerning investigation, defense and settlement of the Claim. SJAM has no authority to impose any obligation (for the payment of money or otherwise) on CITRIX without its written consent.

Section 7.3 Survival. The provisions of this Article VII will survive any termination of this Agreement.

Article VIII. REPRESENTATIONS AND WARRANTIES

Section 8.1 Representations and Warranties of CITRIX. CITRIX hereby represents and warrants for the benefit of SJAM as follows:

Section 8.1.1 CITRIX, a Delaware Corporation, is duly incorporated and in good standing under the laws of the State of California is qualified to transact business in the State of California, and has the power and authority to perform its obligations under this Agreement.

Section 8.1.2 This Agreement has been duly authorized, executed and delivered by CITRIX and is a valid, binding and enforceable obligation of CITRIX. The individual executing this Agreement on behalf of CITRIX represents and warrants to SJAM that he or she is duly authorized to do so. SJAM shall be entitled to rely on the representations of each individual executing this Agreement on behalf of CITRIX that such person is duly authorized to do so, without any duty of investigation, and the signature of such person or persons shall be binding on the CITRIX.

Section 8.1.3 Neither the execution, delivery nor performance of this Agreement is, or with notice or lapse of time or both, a breach of or default under any contract or agreement to which CITRIX is a party.

Section 8.1.4 CITRIX has the right to license the CITRIX Marks that form part of this Agreement.

Section 8.2 Representations and Warranties of SJAM. SJAM hereby represents and warrants for the benefit of CITRIX as follows:

Section 8.2.1 SJAM is a Delaware limited liability Company, is duly formed and existing under the laws of the State of Delaware, is qualified to transact business in the State of California, and has the power and authority to perform the terms, covenants and provisions contemplated by and in accordance with this Naming Rights Agreement Agreement.

Section 8.2.2 This Agreement has been duly authorized, executed and delivered by SJAM and is a valid, binding and enforceable obligation of SJAM.

Section 8.2.3 Neither the execution, delivery nor performance of this Agreement is, or with notice or lapse of time or both, a breach of or default under any contract or agreement to which SJAM is a party.

Section 8.2.4 SJAM has the right to license the trade names, trademarks, service marks, and logos that form part of this Agreement

solely as it relates to the performance of its obligations and exercise of its rights under this Agreement.

Article IX. DEFINITIONS.

Section 9.1 "Agreement" -- see preamble.

Section 9.2 "Suites" -- see recitals.

Section 9.3 "Suites Signs" shall mean "CITRIX Suites" in block letter, stylized letter or combination thereof, with or without a logo, and the logo alone or in combination therewith, each as shown in Exhibit 2.1.1.

Section 9.4 "City" -- see recitals.

Section 9.5 "Claim" -- see section 7.1.

Section 9.6 "CITRIX" -- see preamble.

Section 9.7 "Extension Deadline Date" -- see section 4.2.

Section 9.8 "Effective Date" shall mean the date when this Agreement receives final approval by the City and is executed by all parties required thereunder. This Agreement is in full force and effect and is binding on the parties as of the Effective Date.

Section 9.9 "Force Majeure" -- see section 10.12.

Section 9.10 OMITTED

Section 9.11 "Parties" -- see Agreement section.

Section 9.12 "Reconstruction Notice" -- see section 10.12.

Section 9.13 "SJAM" -- see preamble.

Section 9.14 INTENTIONALLY OMITTED

Section 9.15 "SJAM Licensed Marks" -- see section 2.2.

Section 9.16 "Term" -- see section 4.1.

Article X. GENERAL

Section 10.1 Assignment.

Section 10.1.1 Binding Effect and Assignability.

Section 10.1.1.1 This Agreement is binding upon and inures to the benefit of the parties, their successors and assigns. Except as permitted by Section 10.1.1.2, no party may make an assignment (voluntary or by operation of law) of this Agreement without the consent of the others.

Section 10.1.1.2 SJAM's Rights. CITRIX agrees that SJAM: (i) may assign its rights and obligations to a subsequent purchaser of the NHL San Jose Sharks franchise; and (ii) may assign its rights under this Agreement as collateral security for any financing arrangements. CITRIX will cooperate from time to time at SJAM's expense, by executing documents or otherwise, to permit SJAM to grant to any lender an effective collateral assignment of SJAM's rights in and to this Agreement.

Section 10.1.1.3 In the event this Agreement is assigned as set forth in Section 10.1.1, by CITRIX to a third party, or by operation of law, and in any event only with the prior written consent of SJAM and City, if the Suites Signs are proposed to be changed, then CITRIX or its assignee shall pay, at its sole cost and expense, all costs and expenses associated with such change to include:

- a) All merchandise, products, equipment, and materials used by SJAM and Sharks at "CITRIX Suites", altering any and all SJAM and City materials and information concerning the "CITRIX Suites", including, without limitation, pamphlets, documents, "CITRIX" maps and brochures, existing as of the effective date of the Assignment, to bear the name of the assignee.
- b) Altering any signage in, within, on, or at the "CITRIX Suites", and all informational and directional signs located in the public right of way, streets and highways, to bear the new name of the "CITRIX Suites" assignee.

Section 10.2 Captions. The captions in this Agreement are for convenience only and are not to affect the interpretation of this Agreement.

Section 10.3 Entire Agreement. This Agreement and the Exhibit(s) hereto are the entire agreement of the parties with regard to the matters referred to herein, and

supersede all prior oral and written presentations and agreements, including without limitation the letter of intent between CITRIX and SJAM dated August 27, 2010 (except for the Sponsorship Agreement). To the extent that any term of this Agreement should conflict with the Sponsorship Agreement, this Agreement shall supersede that conflicting term of the Sponsorship Agreement.

Section 10.4 Waiver/Amendment. The waiver by a party to this Agreement of any term, covenant, agreement or condition herein contained is not a waiver of any subsequent breach of the same or any other term covenant, agreement or condition herein contained. No waiver, amendment or modification of this Agreement is effective unless in writing and executed by the parties hereto.

Section 10.5 Forum and Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California. In the event of a dispute arising under this Agreement, suit may be brought by either party hereunder, the parties agree that trial of such action shall be exclusively vested in a State court in the County of Santa Clara, California, or where appropriate, in the United States District Court for the Northern District of California, San Jose, California.

Section 10.6 Notices. All notices permitted or required hereunder shall be given to a party at its address set forth in this Section 10.6, hand delivered or deposited in the U.S. Mail, postpaid by registered or certified mail, and return notice requested, and shall be deemed effective upon such delivery or three (3) days following such mailing. A party can change its address for notices by giving notice to all the other parties.

To Sharks: San Jose Arena Management, LLC
Attention: VP of Corporate Partnerships
525 West Santa Clara Street
San Jose, CA 95113

cc: General Counsel
525 West Santa Clara Street
San Jose, CA 95113

To Citrix: Citrix Systems, Inc
Attention: General Counsel
851 West Cypress Creek Road
Ft Lauderdale, FL 33309

Section 10.7 Attorneys' Fees. Should litigation, arbitration or any other legal proceeding be commenced between the parties to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable sums as attorneys' fees and costs in such proceeding, including but not limited to expert witness fees, the attorneys' fees and costs of any appeal, and collection costs as determined by the court, arbitrator, hearing officer or other applicable tribunal.

Section 10.8 Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement will not be affected, and the parties intend that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

Section 10.9 Independent Counsel. SJAM and CITRIX hereto acknowledges it has had an opportunity to be represented by independent counsel of its own choice prior to executing this Agreement, that the Agreement has been reviewed by its independent counsel or that such review has been waived. The terms of this Agreement shall be given a neutral interpretation and shall not be construed against one party more than another.

Section 10.10 Limitations. This Agreement gives CITRIX no rights to any broadcast or to any revenue from any broadcast or other transmission of any event occurring at the Suites, and SJAM is the sole holder of any such rights. This Agreement is subject to the terms of any licenses held by radio and television broadcasters of any event occurring at the Suites, and the parties will comply with any reasonable requests of any such licensee in order to comply with its broadcast license.

Section 10.11 National Hockey League Constitution and Rules. This Agreement and the rights of any party under this Agreement are subject to the Constitution and Rules of the National Hockey League that has jurisdiction over any team that plays at the Suites, and any rules, regulations, or policies imposed or adopted by such organization during the Term, excepting there from any payments hereunder to be paid to the parties. If any provision of this Agreement conflicts with any such rule, regulation or policy, the rule, regulation or policy will govern.

Section 10.12 Force Majeure. No party is responsible nor can any party claim that a breach has occurred as a result of events or occurrences such as fire, flood, earthquake, other casualty, weather or act of God, strike or labor disturbance ("force majeure"). No such event will excuse performance by any party whose performance is not rendered impossible by the event of force majeure. If force majeure destroys the Suites to an extent that all scheduled sporting or entertainment events must be canceled or rescheduled, and repair or reconstruction of the Suites will require more than four (4) consecutive months, then if SJAM gives CITRIX written notice not more than four (4) months after the force majeure event that the Suites will be available within two (2) years from the date of such written notice (the "Reconstruction Notice"), CITRIX will have no right to terminate the Agreement, but CITRIX will not be required to make any payment due under Section 3.1 until events are again taking place at the Suites.

Section 10.13 Other Obligations. City will execute and deliver a separate agreement to SJAM and CITRIX wherein, the City represents and warrants to SJAM and CITRIX that: (i) the City owns HP Pavilion and in conjunction with SJAM the naming to be accomplished pursuant to this Agreement is in accord with all applicable laws, regulations and ordinances of the City; (ii) this Agreement and all documents delivered pursuant hereto have been duly authorized, executed and delivered by the parties, will be a legal, valid, binding and enforceable obligation of the City, do not violate any provision of any agreement or judicial order to which the City, is a party to, or which it is subject, and no consents or actions of any other parties, entities or governmental bodies or agencies is required to this Agreement or the actions of the City, SJAM and CITRIX to be carried out pursuant hereto; (iii) the only entity with which the City has agreements with for the use and occupancy of the "CITRIX Suites" is SJAM; (iv) the City agrees to the naming provisions of Section 1.1; (v) after the Effective Date, the City agrees to use all reasonable efforts to cause new promotional materials about the City, press releases and announcements made by the City, and any website maintained by the City or its agencies to refer to the Suites as the CITRIX Suites; and (vi) the City does not obtain any rights in the Suites Mark or any other trademark of CITRIX.

Section 10.14 Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same Agreement.

Section 10.15 Exhibits. The following are Exhibits to this Agreement:

- 1.0 Letter of Intent
- 1.3 Suites Signs
- 1.4 Signage and Sponsorship Rights
- 2.1.1 Suites Marks
- 2.2 SJAM Licensed Marks
- 3.1.1 Fee Schedule

By: SAN JOSE ARENA MANAGEMENT
LLC., a Delaware limited liability company

Signed: _____
Name: _____
Title: _____
Date: _____

BY: CITRIX, INC.
A Delaware corporation

Signed: _____
Name: _____
Title: _____
Date: _____

EXHIBIT 1

LETTER OF INTENT

EXHIBIT 1.3 SUITES SIGNS

Suites Signs with logo shall be constructed and installed _____ subject to approval of the CITRIX.

EXHIBIT 1.4 SIGNAGE RIGHTS

SUITES SIGNAGE ELEMENTS

As the Naming Rights partner of the HPP, CITRIX will receive significant fixed inventory, including:

- One (1) Signage Position at each of two (2) Private Suite Holder Entrances
- One (1) Signage Position at each of two (2) Concourse Level Concierge Desks
- One (1) Signage Location on the front of each of two (2) Penthouse Level Concierge Desks
- One (1) Signage Location at each of two (2) Entrances to the Penthouse Level Suites (on wall)
- Logo Placement on all Suite Placards located on the Concourse and Penthouse Levels
- Logo ID in Sharks Magazine / Yearbook whenever Suites Level is mentioned
- Logo ID on sjsharks.com and hpps.com
- Logo ID on all Suite Holder correspondence

EXHIBIT 2.1.1 SUITES MARKS

The following guideline will be applied when determining the application of the Logo unless specifically noted below:

The use of the Logo will be determined on a case by case basis taking into consideration the specific application, size, and medium with the understanding that a greater emphasis will be placed on the use of the Logo

PRIMARY LOGO (w/icon) (See Attachment ____)

The logo will be specifically used for all related business correspondence e.g. business cards, letterhead, envelopes, notepads, brochures etc.

EXHIBIT 2.2 SJAM LICENSED MARKS

INTENTIONALLY OMITTED

EXHIBIT 3.1.1 NAMING RIGHTS FEE SCHEDULE

2010 – 2011	\$150,000	Payment due March 2, 2011
2011 – 2012	\$150,000	Payment due March 2, 2012
2012 – 2013	\$150,000	Payment due March 2, 2013

If Option to Extend

2013 – 2014	\$150,000	Payment due March 2, 2014
2014 – 2015	\$150,000	Payment due March 2, 2015

NO