

## TERMS AND CONDITIONS

1. Definitions. As used in the Agreement, and unless otherwise required by the context, the following terms have the following meanings:

“Agreement” shall refer to the Club Seat License Agreement executed by Licensee, including these Terms and Conditions.

“Assign” shall have the meaning set forth in Section 20(a) of these Terms and Conditions and “Assignment” shall mean the result of such action.

“Club Seat(s)” shall mean Level I, II, and/or III premium seats allowing access to Club Lounge and other Club Facilities.

“Club Lounge” shall mean the glass-enclosed, climate-controlled club and lounge area running approximately from end zone to end zone of the playing field. The Club Lounge provides a view of the playing field and offers food and beverage service.

“Club Facility(ies)” shall mean the common areas, including the Club Lounge area, at the Stadium that provides various amenities and services open to suite and Club Seat holders.

“Event of Default” shall have the meaning set forth in Section 22(a) of these Terms and Conditions.

“Event Sponsor” shall have the meaning set forth in Section 3(d) of these Terms and Conditions.

“Force Majeure Event” shall mean an act of God or of the public enemy or terrorism, public emergency, fires, storms, floods, wars, riots or civil disorder, embargo, restriction imposed by law or governmental order (including, without limitation, any act, order, regulation, ruling, decision, statute or ordinance promulgated by or agreement entered into with any governmental or quasi-governmental body), unforeseen causes interfering with source of supplies, production, transportation or delivery, any full or partial taking of the Stadium for any public or quasi-public use under any statute or by right of eminent domain or any other similar or dissimilar cause beyond the applicable Person’s reasonable control, other than those events described in Section 18 of these Terms and Conditions.

“Game” shall refer to any pre-season and regular season Patriots home Game played at the Stadium.

“Indemnified Party(ies)” shall have the meaning set forth in Section 25(a) of these Terms and Conditions.

“Indemnifying Party(ies)” shall have the meaning set forth in Section 25(c) of these Terms and Conditions.

“Level” shall refer to the designated location of Club Seat(s) inside Gillette Stadium.

“License Fee(s)” shall mean the annual fee, which Licensee shall pay Licensor in accordance with the schedule set forth in Section III of the Agreement, plus any additional fees that Licensee is obligated to pay Licensor for parking privileges at the Stadium. The License Fee shall be the amount set forth in Section III of the Agreement.

“Licensee” shall have the meaning set forth in the preamble to the Agreement.

“Licensor” shall mean NPS LLC, as set forth in the preamble to the Agreement.

“Liquidated Amount” shall have the meaning set forth in Section 22(b)(iii) of these Terms and Conditions.

“NFL Season” shall mean each National Football League season that occurs during the Term of this Agreement.

“Party” shall mean either the Licensor or the Licensee and “Parties” shall refer to both.

“Patriots” shall mean the New England Patriots L.P., a Delaware limited partnership, having its principal offices at One Patriot Place, Foxboro, MA 02035.

“Person” shall mean any individual, corporation, company, limited liability company, voluntary association, partnership, joint venture, trust, unincorporated organization or government authority.

“Revolution” shall mean the New England Revolution soccer club, which is a Soccer team that is operated by Kraft Soccer LLC, a Delaware limited liability company, having its principal offices at One Patriot Place, Foxboro, MA 02035.

“Security Deposit” shall be the amount of money payable by Licensee to Licensor according to the schedule set forth in Section III of the Agreement, which is to be held by Licensor as stipulated in Section 12 of these Terms and Conditions.

“Stadium” shall mean the general-purpose stadium located in Foxboro, Massachusetts on the real property located at or near One Patriot Place, Foxboro, Massachusetts, and currently known as Gillette Stadium.

“Stadium Event(s)” shall mean any event scheduled at the Stadium other than Games, including, without limitation, post-season Games and other NFL events and non-NFL events at the Stadium.

“Stadium Fan Guide” shall mean the guide published by Licensor from time to time concerning rules and regulations relating to fan conduct and the use and occupancy of admission tickets, Club Seats, Stadium Events, suites and Club Facilities.

“Stadium Manager” shall have the meaning set forth in Section 25(b) of these Terms and Conditions.

“Terms and Conditions” shall mean those terms and conditions set forth in the Agreement.

“Term” shall mean the period set forth in Section IV of the Agreement.

“Termination Event” shall have the meaning set forth in Section 23(a) of these Terms and Conditions.

## 2. Representation and Warranties.

a. Representations and Warranties of the Licensee. The Licensee hereby represents and warrants to the Licensor as follows:

i. If the Licensee is a company or other commercial entity, it is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is established;

ii. The execution, delivery and performance of this Agreement and the transactions contemplated hereby (a) are within the authority of the Licensee, (b) have been duly authorized by all necessary proceedings, (c) do not conflict with or result in any breach or contravention of any provision of any law, statute, rule or regulation to which the Licensee is subject or any judgment, order, writ, injunction, license or permit applicable to the Licensee, and (d) do not conflict with any provision of any agreement or instrument binding upon the Licensee;

iii. The execution and delivery of this Agreement will result in valid and legally binding obligations of the Licensee, enforceable against the Licensee in accordance with the terms and provisions hereof, except as enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and except to the extent that availability of the remedy of specific performance or injunctive relief is subject to the discretion of the court before which any proceeding therefore may be brought;

iv. There are no actions, suits, proceedings or investigations of any kind pending or threatened against the Licensee before any court, tribunal or administrative agency or board that, if adversely determined, would have a materially adverse affect on the ability of the Licensee to perform its obligations under this Agreement or that question the validity of this Agreement, or any action taken or to be taken pursuant hereto; and

v. The Licensee is not in violation of any provision of its charter documents, or any agreement or instrument to which it may be subject or by which it or any of its properties may be bound or any decree, order, judgment, statute, license, rule or regulation, in any of the foregoing cases in a manner that could materially and adversely affect the financial condition, properties or business of the Licensee.

b. Representations and Warranties of the Licensor. The Licensor hereby represents and warrants to the Licensee as follows:

i. The Licensor is duly organized and validly existing limited liability company under the laws of the State of Delaware;

ii. The execution, delivery and performance of this Agreement and the transactions contemplated hereby (a) are within the authority of the Licensor, (b) have been duly authorized by all necessary proceedings, (c) do not conflict with or result in any breach or contravention of any provision of any law, statute, rule or regulation to which the Licensor is subject or any judgment, order, writ, injunction, license or permit applicable to the Licensor, and (d) do not conflict with any provision of the charter documents of, or any agreement or other instrument binding upon the Licensor;

iii. The execution and delivery of this Agreement will result in valid and legally binding obligations of the Licensor, enforceable against it in accordance with the terms and provisions hereof, except as enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and except to the extent that availability of the remedy of specific performance or injunctive relief is subject to the discretion of the court before which any proceeding therefore may be brought;

iv. There are no actions, suits, proceedings or investigations of any kind pending or threatened against the Licensor with respect to the transactions contemplated by this Agreement before any court, tribunal or administrative agency or board that, if adversely determined, would have a materially adverse affect on the ability of the Licensor to perform its respective obligations under this Agreement or that question the validity of this Agreement, or any action taken or to be taken pursuant hereto; and

v. The Licensor is not in violation of any provision of its charter documents, or any agreement or instrument to which it may be subject or by which it or any of its properties may be bound or any decree, order, judgment, statute, license, rule or regulation, in any of the foregoing cases in a manner that could materially and adversely affect the financial condition, properties or business of the Licensor.

## 3. Tickets.

a. Game / Event Day Access to Club Facilities. On days on which a Game or Stadium Event is being held at the Stadium, Licensee shall (to the extent it holds admission tickets to such Game or Stadium Event) have access to Club Seats, the Club Lounge, Club Facilities, and additional amenities as Licensor may from time to time offer.

b. Non-Game / Event Day Access to Club Facilities. On days on which a Game or Stadium Event does not take place (regardless of when scheduled), Licensee shall, by reserving with the Licensor on a first-come-first-serve basis (but subject always to the rules established by Licensor affecting availability), have access to the Club Facilities on terms designated by Licensor.

c. Special Events. Licensee shall be permitted to participate in designated special events, which may be held from time to time by Licensor in the Club Lounge, including any pre- and post-draft parties with the Patriots coaching and scouting staff and Monday Night Football Game parties.

d. Purchase Price. The purchase price for admission tickets to Stadium Events shall be priced by the sponsor or promoter (the "Event Sponsor") of such Stadium Event. Payment for optional purchases of tickets shall be due on the date(s) announced from time to time by the Licensor, along with any applicable parking fees for the event(s) at rates established from time to time by Licensor.

e. Right of First Refusal for Club Seat Tickets for Stadium Events. Licensor shall offer Licensee the first right to purchase Club Seat admission tickets, up to the number of Club Seats licensed hereunder, for each Stadium Event (except for certain extraordinary events or in the case where the Club Seats are obstructed, in which case Licensor will use reasonable efforts to

secure alternative seating in the Stadium). Licensor shall, from time to time, establish procedures for notifying Licensee of opportunities to purchase admission tickets, administering the purchase of such tickets and specifying seat assignments for tickets so purchased.

4. Club Seats Location. The Level in which Licensee's Club Seats are located is shown in Section I of the Agreement. Licensor shall notify Licensee of the actual location within Licensee's Level (by section, row and seat number) of the Club Seats from time to time. In addition, Licensee acknowledges that Licensor reserves the right to change the actual location of the Club Seats; provided that the replacement Club Seats are located in the same Level as the original Club Seats.

5. Ticket Holder Identification. Licensee may request that Licensor cause Licensee's name to be affixed (in Licensor's standard fashion) to the Club Seats during the Term, provided, however, that such identification does not establish any property interest of Licensee to seats as such. Notwithstanding anything to the contrary stated herein, the affixing of Licensee's name to the Club Seats shall not provide Licensee rights to such seats greater than the rights granted in Section 4 of these Terms and Conditions.

6. Club Lounge and Club Facilities. From time to time, Licensor shall designate the hours for which licensees of Club Seats shall have access to the Club Facilities.

7. Restrictions on Admission. In the event that the promoter of any Stadium Event or Game hosted in the Stadium deems any Club Seat to be obstructed or to contain non-manifest seats, or in the event that the Event Sponsor of certain extraordinary events, including, but not limited to, the Olympics, World Cup Soccer, or NCAA Tournament restricts the sale of tickets, Licensee shall not have the right to purchase admission tickets for such Stadium Event or Game. Classification of events as extraordinary shall be at the sole and final discretion of Licensor. In the case of such events as described in this Section 7 of these Terms and Conditions, the Licensor shall use reasonable efforts (not requiring the expenditure of funds by Licensor) to secure for Licensee the right to purchase substitute admission tickets for other seats in the Stadium for such event. Licensor shall have no obligation to admit any person to the Club Seats or Club Facilities during any Game or Stadium Event for which Licensee does not purchase or receive admission tickets.

8. Possession and Use. Licensee shall be entitled to the exclusive use and possession of the Club Seats licensed hereunder during the Term (except as provided under Section 22 of these Terms and Conditions), subject to the provisions of this Agreement. Licensee and Licensee's guests shall be entitled to use the Club Lounge and Club Facilities at all times for which appropriate tickets for admission to the Club Lounge have been obtained. During dates on which a Game or Stadium Event occurs, access to the Club Seats and the Club Facilities shall be controlled by Licensor, and shall require the presentation by each person using such area of a ticket for admission thereto. Licensee and Licensee's guests shall be bound by the terms and conditions upon which tickets for admission to the Stadium have been issued by Licensor or by an Event Sponsor including, without limitation, the policy adopted by the issuer of such tickets with respect to the cancellation or postponement of the Game or Stadium Event. Notwithstanding any provision contained herein

to the contrary, Licensee's access to and use of the Club Seats, Club Lounge and Club Facilities as set forth in the Agreement, shall be subject to the availability thereof in the Licensor's reasonable discretion. Licensor shall designate from time to time the hours of operation and access to the Club Seats, Club Lounge, and the Club Facilities. Access to the Club Facilities shall be shared only by persons holding appropriate tickets for admission to the Club Seats, Club Facilities and the private suites. Except as otherwise stipulated, Licensor shall have no liability to Licensee on account of any cancellation or postponement or other failure or deficiency in the conduct of any Game or Stadium Event. The Event Sponsor shall have no liability on account thereof except as otherwise provided on the tickets issued to Licensee.

9. Status. This Agreement provides Licensee only with the right and privilege to possess and use the Club Seats and Club Facilities in the manner set forth in these Terms and Conditions. This Agreement does not confer upon Licensee and Licensee's guests any greater rights and privileges with respect to admission to the Stadium than afforded to other holders of tickets for admission thereto. Licensee acknowledges that this Agreement is merely a license to use, and not an agreement to lease, the Club Seats. This Agreement does not create any property rights or interest whatsoever on behalf of the Licensee.

10. Services. Food and beverage services shall be provided by or on behalf of Licensor, at rates established from time to time by Licensor, to be paid by Licensee in cash or billed to a major credit card accepted by Licensor and its concessionaires. Licensee shall pay on a timely basis all such charges and expenses, including applicable charges for catering and other services. No food or beverages (including alcoholic and non-alcoholic beverages) other than those purchased from Licensor or from the concessionaires in the Stadium may be brought into or be prepared or consumed in the Club Seats or Club Facilities.

11. Non-Transferability of Admission Tickets. Except as expressly permitted by these Terms and Conditions, under no circumstances shall Licensee resell, give away, or raffle off admission tickets to Games or Stadium Events. Licensee shall not use tickets for any promotional or commercial purpose without the prior written approval of the Licensor.

12. Security Deposit.

a. The Security Deposit shall be paid by Licensee to Licensor in accordance with the schedule set forth in Section III of this Agreement. The Security Deposit will be held by Licensor for the Term of this Agreement; provided that so long as Licensee is in compliance with all of its obligations under this Agreement and any of the rules and regulations incorporated herein, including payment by Licensee of the License Fee for the final NFL Season of the Term, Licensor shall, within seven (7) business days of the expiration of the Term, return the Security Deposit (to the extent not applied pursuant to this Section 12 of these Terms and Conditions) to Licensee. The Security Deposit may be commingled with other of Licensor's funds and may be used by Licensor for any business purpose. Licensor will pay no interest to Licensee on the Security Deposit.

b. If, at any time during the Term, any portion of the License Fee or any other amount payable by Licensee to Licensor is

not promptly paid when due, Licensor may, without prior notice and without waiving any other remedy which it may have under the Agreement, appropriate and apply all or any portion of the Security Deposit to the payment of such amount. If Licensee is in breach of this Agreement and/or any of the rules and regulations incorporated herein, Licensor may, at its option, and in addition to any other remedies as may be available to it, appropriate and apply the Security Deposit, or so much thereof as may be necessary, to compensate Licensor for any loss or damage sustained or suffered by Licensor due to such breach by Licensee. Any such appropriation and application shall not diminish Licensee's liability except in the amount of the Security Deposit appropriated and applied. To the extent that Licensor has applied all or any portion of the Security Deposit, Licensee shall upon the written demand of Licensor remit to Licensor an amount sufficient to restore the amount of the Security Deposit to the original sum deposited.

13. Obligation to Pay.

a. Except as otherwise set forth herein, the obligation of Licensee to pay the Security Deposit, the License Fees, food and beverage concessions charges, or other sums due to Licensor is independent of the liabilities or limitations of Licensor under this Agreement. Notwithstanding anything to the contrary contained in this Agreement, Licensee shall promptly make all such payments when due without any deductions, set offs, or counterclaims against such payments for any reason whatsoever, including, without limitation, on account of any breach or default by or claims against Licensor or any other Person or entity. Except as expressly set forth herein, License Fees, including, without limitation, any down payments thereon, are non-refundable.

b. Licensor shall not be liable for, and Licensee shall not assert any deduction, set off or claim of any nature against Licensor for any act or omission of or any breach or default by any concessionaire or Event Sponsor.

c. Licensee's rights under this Agreement, including the rights to have access to and use of the Club Seats and the Club Facilities are subject to the conditions precedent of payment by Licensee to Licensor of all sums then due to Licensor and upon Licensee's continued compliance with this Agreement.

d. Licensee shall pay any sales, privilege, rental, use, property or other governmental taxes due on, or with respect to, the License Fees or on account of the use of the Club Seats or the Club Facilities.

14. Stadium Repairs, Alterations, Etc. During the Term of the Agreement, the Stadium may be repaired, improved, altered, expanded, or enlarged. In the event Licensee is displaced from its initial Level due to such event, Licensor shall have no obligation to refund any License Fee or Security Deposit payments made. Licensor will use reasonable efforts (not requiring the expenditure of funds by Licensor) to relocate Licensee in club seats located in the same Level as those displaced.

15. Term of Agreement. The Term of the Agreement will be for the period set forth in Section IV of the Agreement.

16. Late Fee; Default Interest. Any License Fee or any other monetary obligations under this Agreement not paid to Licensor by the date specified in this Agreement or specified by Licensor pursuant to this Agreement, shall bear interest accruing from such date at the greater of the rate of eighteen percent (18%) per annum, compounded annually, or the maximum rate permitted by law.

17. Compliance with Rules and Regulations. Licensee covenants and agrees with Licensor as follows:

a. Except for ordinary wear and tear, Licensee will reimburse the Licensor for the repair of any damage or destruction caused to the Club Seats, the Club Lounge and Club Facilities by Licensee or any of Licensee's guests or invitees within thirty (30) days of receiving an invoice from Licensor setting out such amount.

b. Licensee and Licensee's guests shall at all times maintain proper decorum while using the Club Seats and Club Facilities, and shall not create a nuisance or act in an unreasonable manner which might interfere with any other Person's, including, without limitation, the Licensor's or any other licensee's or guest's enjoyment of the Club Seats, Club Facilities, or any other area within the Stadium. Licensee shall comply with, and shall cause its guests to comply with all federal, state and local laws, statutes, ordinances, rules, orders, regulations and requirements in connection with the exercise of its rights and fulfillment of its obligations under this Agreement. In addition, Licensee shall abide by, and shall notify and require its guests to abide by, such rules and regulations as the Licensor shall establish from time to time, including the Stadium Fan Guide. Licensee shall be held strictly responsible for its actions as well as those of its guests, including, but not limited to, actions arising from the consumption of alcoholic beverages, and waives any rights it may have against the Indemnified Parties with respect thereto. In the event that individuals under the then current legal minimum drinking age use the Club Seats or are present in the Club Lounge, it is the responsibility of the Licensee to ensure that such individuals consume no alcoholic beverages. Licensee shall be responsible for the conduct and safety of Licensee's guests, whether or not Licensee is present at any Game or Stadium Event. Should Licensee or any of Licensee's guests create a disturbance or fail to comply with any provisions set forth in the Stadium Fan Guide, or break any federal, state, or local law, Licensor shall have the right to eject the parties responsible for such action, or all the Persons in the Club Seats licensed hereunder, from the confines of the Stadium, or exercise any of the Licensor's rights upon default in accordance with the provisions of Section 22 of these Terms and Conditions, including, without limitation, termination of this Agreement.

c. No provision of this Agreement shall require either Party to take any action inconsistent with or which would violate any applicable legal requirements.

18. Strikes, Damages, Destruction, Etc. In the event of (a) any strike or other labor disturbance which results in the cancellation of any Game, (b) any damage to or destruction of any Club Facility or the Stadium which renders any Club Facility or the Stadium unusable, or (c) the Licensor determines that Games will no longer be played at the Stadium, then, unless a reasonably comparable Club Seat in the same Level is made available to the Licensee (unless Licensee is provided with a Club Seat in a superior Level to that which Licensee currently has), the Licensee shall be entitled to an

abatement of the License Fee during any such strike, other labor disturbance, or damage or destruction for the period of time that such Club Facility is unusable, and/or for such period of time that the Licensor has determined that Games will no longer be played at the Stadium, which abatement shall be Licensee's sole and exclusive remedy. Such abatement of the License Fee for each NFL Season shall be in an amount equal to (a) the face amount of each admission ticket for a Club Seat multiplied by (b) the number of Club Seats licensed hereunder multiplied by (c) the number of regular season Games of such NFL season canceled as a result of such strike or other labor disturbance or for which such Club Seats were unusable. There shall be no abatement for canceled preseason Games or unavailability of any Club Facility or Stadium for preseason Games. In the event of the occurrence of an event described in Section 23(a)(v) of these Terms and Conditions, this Agreement shall terminate as the date of such termination, and the entire amount of such abatement shall be promptly paid to Licensee. Upon payment of such abatement, the Licensor shall have no further liability under this Agreement. Notwithstanding any such strike, other labor disturbance, or damage or destruction, the Licensee Fee shall continue to be paid hereunder, and any abatement shall be offset against the next succeeding installment of the License Fee payable by Licensee. The License Fee shall not be abated if the untenability of any Club Facility was caused by the fault or neglect of the Licensee or Licensee's guests.

19. Cost-Sharing Arrangements. Licensee hereby covenants, represents and warrants that Licensee has not entered into, nor will it enter into, any agreements or arrangements (including, but not limited to, any agreement to transfer, for any consideration whatsoever, one or more Club Seat tickets) by which Licensee and any other party or parties share the costs attributable to the Club Seats, including, but not limited to, the License Fees. In no event shall any such agreement or arrangement limit Licensee's liability hereunder, and Licensee agrees that it shall remain absolutely liable for all of the Licensee's obligations hereunder, including, without limitation, the payment of the License Fees.

20. Assignment by Licensee When Permitted.

a. Assignment. Licensee hereby acknowledges that the identity of Licensee is of crucial importance to Licensor. Accordingly, Licensee hereby agrees that, unless Licensee has obtained Licensor's consent as provided in Section 20(b) of these Terms and Conditions, it shall not assign, sell, sublicense, transfer, mortgage, donate for sale or auction, or otherwise alienate or encumber ("Assign") this Agreement or any interest herein; provided, however, that Licensee may distribute tickets or passes for use of the parking spaces to its guests and invitees for use in the manner permitted herein. For purposes hereof, if Licensee is not a natural person, a transfer of a controlling interest in the capital stock or partnership interests or any other equity interests of Licensee or a merger or consolidation of Licensee with another entity shall be deemed to be an Assignment requiring consent of the Licensor (which consent will not be unreasonably withheld). No purported Assignment of this Agreement shall be effective without the prior written consent of Licensor.

Except as otherwise expressly permitted by Licensor in Licensor's sole discretion, Licensee further agrees not to sell any tickets or any rights to admission to the Club Seats, the parking spaces or the Club Facilities or otherwise permit any person to

occupy the same for hire, it being expressly understood that the use of tickets, the Club Seats and the Club Facilities shall be solely and exclusively for the use, enjoyment and entertainment of Licensee and its officers, employees, visitors, guests and invitees. Licensee agrees not to solicit or accept any direct or indirect payment or income from any Person for the use and enjoyment of tickets, the Club Seats, the parking spaces or the Club Facilities. The provisions of this Section 20 of these Terms and Conditions shall not prohibit Licensee from requiring guests and invitees to pay or reimburse Licensee not more than the face amount of the tickets for the use of tickets, but only to the extent permitted by applicable law.

b. Consent. If Licensee desires to Assign its interest in this Agreement to any Person, Licensee shall notify Licensor in writing of such desire, setting forth the identity of the proposed assignee and the name, address and telephone number of the individual representing the proposed assignee so that Licensor may communicate with the proposed assignee regarding the Assignment. Licensor shall have the right to contact the proposed assignee and conduct an investigation of such proposed assignee as Licensor shall deem necessary, including, but not limited to, requiring the proposed assignee to submit to Licensor such financial and other information as Licensor shall deem advisable. If Licensor consents to the proposed assignment, it shall not be effective until Licensor has received an instrument executed by the proposed assignee by which it agrees to be bound by this Agreement, and an instrument of Assignment executed by Licensee satisfactory to Licensor.

Upon Licensor's written consent to the Assignment of this Agreement and receipt of such instruments, Licensee shall be released from any further obligations under this Agreement. Any consent by Licensor to any Assignment or other transfer by Licensee shall not be deemed to be consent by Licensor to any further Assignment or other transfer by the successor Licensee. Any attempted Assignment, sale, sublicense, transfer, mortgage or other alienation or encumbrance of this Agreement or any interest herein in contravention of Sections 19 and 20 of these Terms and Conditions shall be null and void, and further shall constitute an Event of Default in the performance and observance of Licensee's duties and obligations under Section 22(a)(iv) of these Terms and Conditions.

21. Subordination.

a. It is understood that Licensor (and any subsequent assignee of Licensor) may at any time and from time to time assign or otherwise transfer all or a part of its rights in the Stadium and/or this Agreement to any Person or entity and upon such assignment the assigning party shall, to the extent such assignment provides therefore, be relieved of all of its obligations and liabilities hereunder. In addition, Licensor may at any time and from time to time mortgage, pledge, collaterally assign or otherwise encumber all or a portion of its rights in the Stadium and/or this Agreement to any Person or entity and for any purpose whatsoever, including, without limitation, as security for financing facilities obtained by Licensor in connection with the repair, improvement, alteration, expansion or enlargement of the Stadium or maintaining the financing for such repair, improvement, alteration, expansion or enlargement and that, in such event, the Agreement and the rights and interests of Licensee hereunder shall be subordinate thereto; *provided* that any such mortgagee, pledgee, assignee or the holder of any such lien shall recognize the Agreement and the rights and interests of Licensee hereunder in the event of foreclosure or enforcement of said lien or

transfer in lieu thereof if Licensee is not then in default in the performance of Licensee's obligations under this Agreement.

b. Furthermore, this Agreement is, and at all times shall be, subject and subordinate to all leases (including, without limitation, subleases) and/or ground leases under which Licensor operates the Stadium, all encumbrances and mortgages thereof and all encumbrances or mortgages of the Stadium, and to any and all renewals, modifications, consolidation, replacements, and extensions of any of the foregoing.

## 22. Event of Default; Remedies for Event of Default.

a. Definition. The following shall constitute an Event of Default ("Event of Default") under this Agreement:

i. Licensee fails to pay when due any amounts to be paid by Licensee pursuant to the Agreement (including, without limitation, the License Fee and any Security Deposit reimbursement);

ii. Licensee breaches any federal, state or local law, statute, ordinance, rule, order, regulation or requirement;

iii. Licensee seeks relief under any federal or state law for the benefit of debtors or creditors such as adjustment of debts, liquidation, reorganization, bankruptcy or, if Licensee is not a natural person, winding up or dissolution, or if a custodian, receiver or liquidator takes charge of any of the Licensee's property, whether by judicial appointment, agreement or operation of law;

iv. Licensee fails to perform or observe the covenants, duties and obligations imparted to it under this Agreement, other than those described in Section 22(a)(i) of these Terms and Conditions;

v. Breach by Licensee or any affiliate of Licensee of any material term or condition of any other agreement it may have with Licensor or Licensor's owners, members, partners, shareholders or affiliated Persons and entities and each of the directors, officers, employees, agents, representatives, successors and assigns of such Persons at any time during the Term of this Agreement, which breach continues beyond any applicable grace period.

### b. Remedies for Event of Default.

i. In the event of an Event of Default under Section 22(a)(iv) or (v) of these Terms and Conditions, Licensor may withhold distribution of tickets to Licensee for Games and/or other Stadium Events. Licensor shall provide Licensee with notice of such Event of Default, and, if it is possible to cure such breach, Licensor shall provide Licensee the opportunity to cure such breach within twenty (20) days of its receipt of notice. The Parties acknowledge and agree that it is not possible to cure breaches by Licensee of the provisions of Sections 11 and 17(b) of these Terms and Conditions.

ii. In the event of an Event of Default under Section 22(a)(i), (ii), or (iii) of these Terms and Conditions, or in the event that Licensee fails to cure an Event of Default under Section 22(a)(iv) or (v) of these Terms and Conditions within twenty (20) days or it is not possible to cure such Event of Default, Licensor may (A) withhold distribution of tickets to Licensee for Games and/or other Stadium Events or (B) permanently terminate the rights of Licensee under this

Agreement, in each case without any requirement that notice be given.

iii. In the event that Licensor terminates the rights of Licensee under this Agreement pursuant to Section 22(b)(ii)(B) of these Terms and Conditions, the Parties acknowledge and agree that Licensor will suffer substantial damages, including, but not limited to, unpaid License Fees, administrative expenses that will be incurred in effectuating the termination, the cost of remarketing the Club Seats and related administrative expenses, administrative costs associated with the enforcement of this Agreement (such as, by way of example only, the value of the time spent by Licensee's employees and agents in assisting with and preparing for any litigation required to enforce the Agreement), and lost ancillary revenue from the anticipated sale to Licensee of food, beverage, and merchandise (collectively "Breach Damages"). Licensee and Licensor acknowledge that the full extent and measure of such damages are impossible to quantify. Accordingly, Licensee specifically agrees, that in the event that Licensor terminates this Agreement as set forth above, Licensee shall pay Licensor immediately upon demand as liquidated damages and not as a penalty the aggregate amount of all annual License Fees due hereunder for the Term, less all License Fees actually paid by Licensee (the "Liquidated Amount"); provided that, for each NFL Season between the first NFL Season after Licensee pays in full the entire Liquidated Amount (plus interest and attorneys' fees and costs insofar as Licensor procures a judgment for the Liquidated Amount that includes such interest and/or attorneys' fees and costs) and what would have been the final NFL Season in the Term if Licensee had not breached the Agreement, in the event that, prior to the commencement of any such NFL Season, Licensor sells all available Club Seats in the Level in which Licensee's Club Seats were situated, then Licensor shall return to Licensee an amount equivalent to the License Fee for one NFL Season. If Licensor successfully enforces its right herein to the Liquidated Amount, then the obligation of Licensee to pay liquidated damages as set forth in this Section 22(b)(iii) shall be the sole and exclusive remedy for damages arising from the termination of this Agreement.

iv. The foregoing remedies of Licensor shall not be to the exclusion of any other right or remedy set forth in the Agreement or otherwise available to Licensor in law or in equity. No waiver by Licensor of any Event of Default or breach by Licensee of its obligations under this Agreement shall be construed to be a waiver or release of any other subsequent default or breach by Licensee under this Agreement, and no failure or delay by Licensor in the exercise of any remedy provided for in this Agreement shall be construed a forfeiture or waiver thereof or of any other right or remedy available to Licensor. Except as otherwise set forth herein, Licensor shall have no duty to mitigate any damages incurred by it as a result of the occurrence of an Event of Default due to the actions or inactions of the Licensee hereunder.

## 23. Termination Events; Termination Rights.

a. Definition. The following shall constitute a Termination Event ("Termination Event") under this Agreement:

i. a reasonable determination is made by the Licensor in good faith that such termination is required by or is advisable due to any act, order, regulation, ruling, statute or ordinance promulgated by or agreement entered into with any governmental or quasi-governmental

body, or any governing body restriction, which is applicable to this Agreement or the Stadium; or

ii. any full or partial taking of the Stadium for any public or quasi-public use under any statute or by right of eminent domain or any transfer of Licensor's ownership of the Stadium; or

iii. a reasonable determination by the Licensor in good faith that such termination is necessary or advisable because the Patriots and/or the Revolution have advised the Licensor in writing that they will no longer play their Games at the Stadium; or

iv. the occurrence of an event as described in Section 24(f) of these Terms and Conditions.

v. Licensor elects not to repair or restore any damage or destruction to a Club Facility, or if Licensor determines that Games will no longer be played at the Stadium.

b. Termination Rights. Upon the occurrence and during the continuation of any Termination Event, the Licensor shall have the right to terminate this Agreement upon ten (10) days written notice. Upon the occurrence and during the continuation of a Termination Event described in Section 23(a)(i) and (iii) of these Terms and Conditions, the Licensor shall have the right to terminate the portion of this Agreement relating to the affected rights respectively, without terminating the remainder of this Agreement. If this Agreement is terminated in part, the Licensee shall be entitled to, at the election of the Licensor, (i) mutually agreeable replacement rights having a market value equal to the rights terminated or (ii) a mutually agreeable reduction in the annual License Fees to be paid after such partial termination representing the relative market value of the rights terminated. Upon complete termination of this Agreement pursuant to this Section 23, Licensor shall refund to Licensee a portion of the annual License Fee for the then current year equal to the value of the unused rights.

24. Force Majeure Events. If either Party is rendered wholly or partially unable to perform its obligations under this Agreement (except an obligation to make payments hereunder) because of a Force Majeure Event, that Party shall be excused from whatever performance is affected by the Force Majeure Event to the extent so affected, provided that:

a. the non-performing Party within fifteen (15) business days after the occurrence of the inability to perform due to a Force Majeure Event provides written notice to the other Party of the particulars of the occurrence including an estimation of its expected duration and probable impact on the performance of its obligations hereunder, and continues to furnish timely regular reports with respect thereto during the period of the Force Majeure Event, except that if a Party has actual notice of a Force Majeure Event, the failure of the non-performing Party to give written notice thereof shall not be a breach of this Agreement;

b. the non-performing Party shall use its best efforts to continue to perform its obligations hereunder and to remedy its inability to so perform;

c. the non-performing Party shall provide the other Party with prompt notice of the cessation of the Force Majeure Event giving rise to the excuse from performance;

d. no obligations of either Party that arose prior to the occurrence of the Force Majeure Event shall be excused as a result of such occurrence;

e. the burden of proof as to whether a Force Majeure Event in fact occurred shall be upon the Party claiming that a Force Majeure Event has occurred; and

f. if the Force Majeure Event continues for three hundred and sixty (360) continuous days from the commencement of the Force Majeure Event, the non-performing Party shall have the right to terminate this Agreement without further liability to either Party.

## 25. Indemnification by Licensee; Disclaimer of Liability by Licensor.

a. Indemnification by Licensee. Licensee agrees to indemnify and hold harmless Licensor, the Stadium Manager, Kraft Foxboro Inc., Foxboro Realty Associates LLC, Kraft Group LLC, New England Patriots L.P., Kraft Patriots, Inc., the New England Revolution, Kraft Soccer LLC, their respective partners, members, owners, and affiliated persons and entities, and each of the directors, officers, employees, agents, representatives, shareholders, volunteers, successors and assigns of the foregoing (collectively, the "Indemnified Parties") from and against any liability, losses, claims, demands, suits, judgments, costs and expenses, including attorneys' fees and litigation, enforcement and collection expenses, of any kind whatsoever (i) arising from or related to any act, omission, or negligence of Licensee or Licensee's guests (including, without limitation, an act, omission, or negligence related to the consumption of alcoholic beverages in the Club Seats and the Club Facilities), (ii) arising from or related to Licensee's use or occupancy of the Club Seats or attendance at the Stadium, (iii) arising from or relating to any misrepresentation in, breach of (including, without limitation, Licensee's failure to pay the License Fee in accordance with the schedule outlined in Section III of the Agreement), or contravention of the provisions of the Agreement or the breach of any applicable laws, rules, regulations or order of any governmental agency, or (iv) relating to the personal property of the Licensee or its guests before, during, or after any use of the Club Seats or any other part of the Stadium by the Licensee or any of its guests. The provisions of this paragraph shall survive termination or expiration of this Agreement. Licensee waives all rights of recovery against the Indemnified Parties and their insurance carriers for all injury to persons and loss of or damage to property which is insured against or covered by any insurance benefiting the Licensee or which was required to be so insured or covered as herein provided.

b. Disclaimer of Liability by the Licensor. Neither Licensor nor any Stadium Manager designated by Licensor ("Stadium Manager"), if any, or any of their officers, employees or agents shall be liable or responsible for any injury, death, loss, damage, or theft to any Person or to any property of Licensee or Licensee's guests in or upon the Stadium, resulting from any cause whatsoever including, but not limited to, theft and vandalism, unless due to the gross negligence or the willful misconduct of Licensor or

the Stadium Manager, respectively. Notwithstanding anything to the contrary contained herein, the Licensee hereby waives any liability of the Licensor and the Stadium Manager regarding consumption of alcoholic beverages in the Club Seats or the Stadium by the Licensee or the guests of the Licensee.

c. Claim Procedure. Promptly after the receipt by an Indemnified Party of notice of (i) any asserted liability or (ii) the commencement of any action or proceeding, such Indemnified Party will, if a claim with respect thereto is to be made against a Party obligated to provide indemnification hereunder (the "Indemnifying Party"), give such Indemnifying Party written notice within a reasonable period of such asserted liability or commencement of such action or proceeding. The Indemnifying Party shall have the right, at its option, to compromise, settle or defend, at its own expense and with its own counsel, such asserted liability, action or proceeding; *provided*, however, such right shall only apply to third party claims for monetary damages and not claims for injunction or other equitable relief. If the Indemnifying Party undertakes to compromise, settle or defend any such asserted liability, claim or proceeding, it shall promptly notify the Indemnified Party. The Indemnified Party shall cooperate reasonably with the Indemnifying Party and its counsel, at the sole expense of the Indemnifying Party, in the compromise or settlement of, or defense against, any such asserted liability, action or proceeding.

26. Relationship of the Parties; Third Party Beneficiaries. The Parties are and shall at all times be deemed to be independent contracting parties, and nothing contained herein or done pursuant hereto shall be construed to create any relationship of principal and agent or employer and employee among any of them or to make any of them partners or joint venturers. All Indemnified Parties, which are not parties to this Agreement, shall be third party beneficiaries of this Agreement.

27. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, WITHOUT REGARD TO ANY OTHERWISE APPLICABLE PRINCIPLES OF CONFLICT OF LAWS.

28. Consent to Jurisdiction. THE PARTIES HEREBY IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS OR OF THE UNITED STATES OF AMERICA FOR THE DISTRICT OF MASSACHUSETTS FOR ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT AND AGREE THAT ANY SUCH ACTION OR PROCEEDING WILL BE INSTITUTED ONLY IN SUCH COURTS.

29. Waiver of Jury Trial. LICENSEE HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL IN ANY SUIT, ACTION OR PROCEEDING EXISTING UNDER OR RELATING TO THIS AGREEMENT.

30. Entire Understanding. This Agreement, together with the Exhibits and Terms and Conditions annexed hereto, contains the entire Agreement of the Parties with respect to the matters provided for herein, and shall supersede any written instrument or oral

agreement previously made or entered into by the Parties to this Agreement.

31. Waivers; Amendments. No failure or delay by a Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof. A waiver of any provision of this Agreement shall be effective only if in writing and signed by the Party to be charged. A waiver of any term or condition of this Agreement in any one or more instances shall not be construed to be a general waiver or a waiver of any other term or condition or a waiver of any subsequent breach. No amendment or modification to this Agreement shall be effective unless the same is in writing signed by both Licensor and Licensee.

32. Notice. All notices, demands and other communications between the Parties required or appropriate hereunder shall be in writing and deemed given if sent by telecopier transmission (proof of transmission required), mailed certified mail, return receipt requested, postage prepaid, or sent by overnight courier, to the respective addresses set forth in the Agreement, or to such other address as may be designated by either Party, from time to time, in writing.

33. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

34. Headings. Headings are supplied for convenience only and are not to be construed as an interpretation of any of the language of this Agreement.

35. Interpretation of Agreement. References herein to the plural include the singular and references herein to the singular include the plural. In addition, capitalized terms used herein shall have the meanings ascribed thereto in this Agreement, including the Terms and Conditions hereto. Moreover, both Licensor and Licensee agree that this Agreement shall not be construed against the drafter.

36. Severability. If any provision hereof is invalid or unenforceable in any jurisdiction, to the fullest extent permitted by law, (a) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be construed in order to carry out the intentions of the Parties as nearly as possible and (b) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of any provision in any other jurisdiction.

37. Limitation on Damages. With respect to any claim by Licensee against Licensor and/or the Stadium Manager under or in connection with this Agreement, Licensee specifically agrees that its sole and exclusive remedy at law or in equity shall be to a refund of any prepaid License Fees (or abated amount as calculated in Section 18 of these Terms and Conditions), it being agreed that none of the Licensor, the Stadium Manager, or any agent, employee, or Person or entity affiliated with, or claiming by, through or under, the Licensor and/or the Stadium Manager shall ever be personally liable on account of such claim. In no event shall Licensor or the Stadium Manager ever be liable to Licensee for any indirect, special or consequential damages suffered by Licensee or any of its guests, for whatever cost.



38. Attorney's Fees. Licensee shall be responsible for all attorneys' fees and costs, disbursements and the fees and costs of expert witnesses incurred by Licensor in the enforcement of the Agreement whether or not litigation is actually commenced and including appellate proceedings.

39. Survival. The provisions of Sections 12 (Security Deposit), 13 (Obligation to Pay), 16 (Late Fee; Default Interest), 22 (Event of Default; Remedies for Event of Default), 25 (Indemnification), 26 (Relationship of the Parties; Third Party Beneficiaries); 27 (Governing Law); 28 (Consent to Jurisdiction), 29 (Waiver of Jury Trial), 31 (Waivers; Amendments), 32 (Notice), 37 (Limitation on Damages); and 38 (Attorney's Fees) of these Terms and Conditions shall survive the termination and/or expiration of this Agreement.

40. Cumulative Rights. The rights of the Parties under this Agreement are cumulative and no exercise or enforcement by either Party of any remedy hereunder shall preclude the exercise or enforcement by it of any other right or remedy hereunder or to which any Party is entitled by law or in equity.

41. Acknowledgment. Licensee shall at any time within ten (10) days after presentation by the Licensor, execute, acknowledge and deliver to the Licensor a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect) and the date and amount of fees paid hereunder; and (ii) acknowledging that there are not, to the Licensee's knowledge, any uncured defaults by the Licensor hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by the Licensor, any partner, member or other equity holder of Licensor, and/or any lender to Licensor or such partner, member or other equity holder.

42. Commercial Transaction. If the Licensee is a commercial entity purchasing this license for commercial purposes, the Licensee and Licensor agree that this Agreement shall constitute a commercial transaction, and Licensee represents, warrants and agrees with Licensor that it is licensing the Club Seats hereunder for commercial purposes and not for consumer, personal, family or household purposes. Licensee acknowledges that Licensor is relying on such representation, warranty and agreement in entering into this Agreement.

43. Further Assurances. Licensee agrees that from time to time upon reasonable request of the Licensor, the Company will execute and deliver such further documents and do such other acts and things as the Licensor may reasonably request in order fully to effectuate the purposes of this Agreement.