

**TEAM USE AGREEMENT**

by and between

**BILLS STADIUM AND EVENTS COMPANY, LLC**

and

**BUFFALO BILLS, LLC**

Dated as of March 29, 2023

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## TEAM USE AGREEMENT

This TEAM USE AGREEMENT (this “**Agreement**”) is entered into and effective as of March 29, 2023 by and between BILLS STADIUM AND EVENTS COMPANY, LLC, a Delaware limited liability company (“**StadCo**”), and BUFFALO BILLS, LLC, a Delaware limited liability company (“**TeamCo**”). StadCo and TeamCo are sometimes collectively referred to herein as the “**Parties**” and individually as a “**Party**”.

### RECITALS

A. StadCo will be constructing, and will be the operator of, a professional football stadium situated on the Land (as hereinafter defined) (the “**Stadium**”). StadCo is an affiliate of TeamCo, which owns the National Football League (the “**NFL**”) franchise for the professional football team known as the Buffalo Bills (the “**Team**”), and which intends to play its home games at the Stadium.

B. The Stadium will be owned by Erie County Stadium Corporation, a New York business corporation and wholly-owned subsidiary of the New York State Urban Development Corporation d/b/a Empire State Development (“**ECSC**”) and will be operated by StadCo pursuant to the Stadium Lease of even date herewith (the “**Stadium Lease**”) between ECSC and StadCo.

C. TeamCo, ECSC and the County of Erie, a New York municipal corporation (the “**County**”) are parties to that certain Non-Relocation Agreement of even date herewith (the “**Non-Relocation Agreement**”), pursuant to which TeamCo has agreed, subject to the terms of such Non-Relocation Agreement, to play substantially all of its Games at the Stadium for the initial term of the Stadium Lease.

D. StadCo and TeamCo desire to enter into this Agreement which sets forth the detailed terms and conditions pursuant to which (i) TeamCo will cause the Team to play its Games at the Stadium when the Stadium is constructed and ready for occupancy, (ii) TeamCo will conduct other Stadium Events at the Stadium approved by StadCo and permitted under the Stadium Lease (the “**Approved Stadium Event**” and, together with the Games, the “**TeamCo Events**”), and (iii) StadCo will furnish the Stadium and its appurtenances for the TeamCo Events, including access to the administrative offices, locker rooms, training and practice facilities in accordance with the terms and conditions set forth herein and in the Stadium Lease.

E. This Agreement has been approved by the NFL, ECSC and the County.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, and the representations and warranties, covenants, agreements and other undertakings hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

#### ARTICLE 1 DEFINITIONS

Section 1.1 Incorporation of Recitals. The foregoing recitals are hereby incorporated into this Agreement and made a part hereof by this reference.

Section 1.2 Definitions.

- (a) “**Act**” has the meaning set forth in the Stadium Lease.
- (b) “**Advertising Rights**” has the meaning set forth in the Stadium Lease.
- (c) “**Affiliate**” has the meaning set forth in the Stadium Lease.
- (d) “**Agreement**” has the meaning set forth in the in the introductory paragraph of this Agreement.
- (e) “**Applicable Law**” has the meaning set forth in the Stadium Lease.
- (f) “**Applicable Taxes**” shall mean, with respect to any sales or revenues, all applicable taxes, assessments or fees required by law to be paid in connection with such sales or revenues.
- (g) “**Approved Stadium Event**” has the meaning set forth in the Recitals.
- (h) “**Broadcast Rights**” has the meaning set forth in the Stadium Lease.
- (i) “**Business Days**” has the meaning set forth in the Stadium Lease.
- (j) “**Civic Event**” has the meaning set forth in the Stadium Lease.
- (k) “**Claimant**” has the meaning set forth in Section 27.2(c).
- (l) “**Club Level Seat**” has the meaning set forth in the Stadium Lease.
- (m) “**Commencement Date**” has the meaning set forth in the Stadium Lease.
- (n) “**Concessionaire**” has the meaning set forth in Section 9.2(a).
- (o) “**Concession Revenues**” has the meaning set forth in Section 9.2(b).
- (p) “**County**” has the meaning set forth in the Recitals.
- (q) “**ECSC**” has the meaning set forth in the Recitals.
- (r) “**Environmental Claim**” has the meaning set forth in the Stadium Lease.
- (s) “**Equipment**” has the meaning set forth in Section 13.2.
- (t) “**Final Notice**” has the meaning set forth in Section 27.4.
- (u) “**Force Majeure**” has the meaning set forth in the Stadium Lease.
- (v) “**Game**” has the meaning set forth in the Stadium Lease.
- (w) “**Governmental Authority**” has the meaning set forth in the Stadium Lease.
- (x) “**Governmental Authorizations**” has the meaning set forth in Article 14.
- (y) “**Improvements**” has the meaning set forth in the Stadium Lease.

- (z) “**Land**” has the meaning set forth in the Stadium Lease.
- (aa) “**License Fee**” has the meaning set forth in Section 8.2.
- (bb) “**Losses**” has the meaning set forth in the Stadium Lease.
- (cc) “**Luxury Suites**” has the meaning set forth in the Stadium Lease.
- (dd) “**Naming Rights**” has the meaning set forth in Section 11.4.
- (ee) “**NFL**” has the meaning set forth in the Recitals.
- (ff) “**NFL Rules and Regulations**” has the meaning set forth in the Stadium Lease.
- (gg) “**Non-Relocation Agreement**” has the meaning set forth in the Recitals.
- (hh) “**Parking Areas**” has the meaning set forth in Section 9.1.
- (ii) “**Party**” or “**Parties**” has the meaning set forth in the introductory paragraph of this Agreement.
- (jj) “**Person**” has the meaning set forth in the Stadium Lease.
- (kk) “**Playing Field**” has the meaning set forth in the Stadium Lease.
- (ll) “**Premium Seat Premiums**” has the meaning set forth in Section 4.1(a).
- (mm) “**Proceeding**” has the meaning set forth in the Stadium Lease.
- (nn) “**PSLs**” has the meaning set forth in the Stadium Lease.
- (oo) “**Related Parties**” has the meaning set forth in Section 5.2(b).
- (pp) “**Seating Reimbursement(s)**” has the meaning set forth in Section 5.2(d).
- (qq) “**Signage**” has the meaning set forth in the Stadium Lease.
- (rr) “**StadCo**” has the meaning set forth in the introductory paragraph of this Agreement.
- (ss) “**StadCo Event of Default**” has the meaning set forth in Section 27.1(b).
- (tt) “**StadCo Indemnified Persons**” has the meaning set forth in Section 26.1.
- (uu) “**StadCo Regulations**” has the meaning set forth in Article 20.
- (vv) “**StadCo Revenues**” has the meaning set forth in Section 4.1(a).
- (ww) “**StadCo Self Help Right**” has the meaning set forth in Section 27.2(b).
- (xx) “**Stadium**” has the meaning set forth in the Recitals.
- (yy) “**Stadium Advertising**” has the meaning set forth in Section 11.2.

- (zz) “**Stadium Complex**” has the meaning set forth in the Stadium Lease.
- (aaa) “**Stadium Events**” has the meaning set forth in the Stadium Lease.
- (bbb) “**Stadium Lease**” has the meaning set forth in the Recitals.
- (ccc) “**Stadium Lease Expiration Date**” has the meaning set forth in the Stadium Lease.
- (ddd) “**Suite Payments**” has the meaning set forth in Section 4.1(a).
- (eee) “**Surcharges Revenue**” has the meaning set forth in the Stadium Lease.
- (fff) “**Ticket Valuation**” has the meaning set forth in Section 5.2(d). “**Team**” has the meaning set forth in the Recitals.
- (ggg) “**TeamCo**” has the meaning set forth in the introductory paragraph of this Agreement.
- (hhh) “**TeamCo Advertising Revenue**” has the meaning set forth in Section 11.1.
- (iii) “**TeamCo Broadcast Revenue**” has the meaning set forth in Section 10.1.
- (jjj) “**TeamCo Event of Default**” has the meaning set forth in Section 27.1(a).
- (kkk) “**TeamCo Events**” has the meaning set forth in the Recitals.
- (lll) “**TeamCo Indemnified Persons**” has the meaning set forth in Section 26.2.
- (mmm) “**TeamCo Merchandise Revenue**” has the meaning set forth in Section 9.1(c).
- (nnn) “**TeamCo Revenues**” has the meaning set forth in Section 4.1(b).
- (ooo) “**TeamCo Sponsorship Elements**” has the meaning set forth in Section 11.1.
- (ppp) “**Term**” has the meaning set forth in Section 3.1.

ARTICLE 2  
USE OF STADIUM COMPLEX

Section 2.1 License of the Stadium Complex. Subject to the terms and conditions of this Agreement and the Stadium Lease, StadCo hereby grants to TeamCo a license to access and use the Stadium Complex for any TeamCo Event during the Term.

Section 2.2 Non-Relocation Agreement. TeamCo shall comply with its obligations under the Non-Relocation Agreement, including, but not limited to, Sections 2, 3 and 4 thereof.

ARTICLE 3  
TERM

Section 3.1 Term. The term of this Agreement (the “**Term**”) shall commence as of the Commencement Date and expire on the Stadium Lease Expiration Date, unless terminated earlier or extended, in each case, pursuant to the terms and conditions hereof, subject in all events to the Stadium Lease.

Section 3.2 Subservience. This Agreement is subject and subordinate to the Stadium Lease, and in the event the Stadium Lease is terminated for any reason, this Agreement shall likewise terminate effective as of the date of the termination of the Stadium Lease.

#### ARTICLE 4 REVENUES AND EXPENSES

Section 4.1 Stadium Revenues. Revenues from the operations of the Stadium shall be allocated between StadCo and TeamCo, as follows:

(a) StadCo Revenues. Subject to the terms of the Stadium Lease, except as expressly set forth in Section 4.1(b), StadCo shall have full and exclusive rights to all revenues from the operations of the Stadium (collectively, “**StadCo Revenues**”), including but not limited to, all Surcharges Revenue, all amounts over the stated ticket price received pursuant to and/or in connection with the sale of tickets for Luxury Suites and Club level Seats for any Stadium Event, including any other TeamCo-related activities, to the extent permitted under the NFL Rules and Regulations (the “**Premium Seat Premiums**”) and all amounts received pursuant to and/or in connection with any suite license or similar agreement (the “**Suite Payments**”).

(b) TeamCo Revenues. TeamCo shall have full and exclusive rights to the following revenues (collectively, the “**TeamCo Revenues**”):

- (i) All revenue from the sale of tickets for all seats (other than Surcharges Revenue derived from the sale of tickets, Premium Seat Premiums and Suite Payments);
- (ii) All Seating Reimbursements;
- (iii) All TeamCo Merchandise Revenue;
- (iv) All TeamCo Broadcast Revenue; and
- (v) All TeamCo Advertising Revenue.

Section 4.2 Remittance. TeamCo will promptly remit to StadCo all Surcharges Revenue, Premium Seat Premiums, Suite Payments and Concession Revenues. StadCo will promptly remit to TeamCo all TeamCo Merchandise Revenue.

Section 4.3 Expenses. Expenses from the operations of the Stadium shall be allocated between StadCo and TeamCo, as follows:

(a) StadCo Expenses. Subject to the terms of the Stadium Lease, except as expressly set forth in Section 4.3(b), StadCo shall bear all costs and expenses incurred in connection with the operation, repair, maintenance, management and control of the Stadium.

(b) TeamCo Expenses. TeamCo shall bear all expenses incurred in connection with the following:

- (i) Any TeamCo Events, including in the case of any Game, any expenses incurred with respect to (1) game officials, (2) footballs and other game equipment (e.g., end zone pylons, goal post padding, down markers and yardage measurement), (3) sideline communications equipment, (4) public address announcers and (5) statistical personnel;

- (ii) License Fee;
- (iii) TeamCo Sponsorship Elements;
- (iv) TeamCo administrative expenses relating to front office, general and administrative, sales and marketing, and public relations;
- (v) NFL assessments imposed pursuant to the NFL Rules and Regulations;  
and
- (vi) TeamCo player activities.

(c) Reimbursement. To the extent that TeamCo or StadCo incurs expenses that are not as allocated pursuant to this Section 4.3, the Parties shall promptly reimburse one another as is necessary to cause expenses to be allocated as set forth in this Section 4.3.

## ARTICLE 5 TICKETS; LUXURY SUITES; CLUB LEVEL SEATS

Section 5.1 Tickets. TeamCo shall control the pricing of, the advertising of, and the distribution or reissuance of TeamCo Event tickets, except for TeamCo Event tickets to PSL holders, which shall be distributed by StadCo pursuant to the terms of Section 5.2 hereof. StadCo shall not issue TeamCo Event tickets for TeamCo Events or authorize anyone else to do so, except other PSLs to the extent the Parties agree and as directed by TeamCo. No person shall be admitted to a TeamCo Event without a valid TeamCo Event ticket or valid credentials issued by TeamCo. During TeamCo Events, the Playing Field, press room and other designated media areas shall be under the exclusive control of TeamCo (which shall issue all credentials for TeamCo Events and other tickets therefor). TeamCo shall be responsible for the collection of all Applicable Taxes generated from the sale of TeamCo Event tickets by TeamCo. TeamCo shall: (i) promptly deliver all collected Applicable Taxes to StadCo and (ii) timely remit collected Applicable Taxes to the applicable Governmental Authority.

### Section 5.2 Sale of Club Level Seat and Suite Licenses.

(a) StadCo shall control the marketing, promotion, pricing, sale, and licensing of PSLs at the Stadium for all Stadium Events, specifically including, but not limited to, TeamCo Events.

(b) StadCo shall, except as provided below, be responsible for issuing all TeamCo Event tickets for all TeamCo Events to PSL holders without charge, other than Premium Seat Premiums. TeamCo shall cause each PSL holder for any TeamCo Event to agree to comply with StadCo Regulations applicable to the use of such suite or seats. TeamCo shall be responsible for any damage caused by TeamCo or its affiliates (excluding StadCo), employees, contractors, agents, representatives, sublessees, sublicensees, guests or invitees (collectively with respect to any Party, the “**Related Parties**”).

(c) TeamCo acknowledges and confirms that TeamCo shall have no right to sell PSLs or any other licenses for any TeamCo Event.

(d) Notwithstanding the provisions of the immediately preceding sentence, it is agreed that StadCo shall deliver to TeamCo, within thirty (30) days after each TeamCo Event, an amount equal to the product of: (i) the number of seats ticketed pursuant to the PSLs multiplied by (ii) the Ticket Valuation (such product, the “**Seating Reimbursement**”), which amounts shall be TeamCo Revenue. “**Ticket Valuation**” shall mean the amount of the highest-priced TeamCo Event ticket for the TeamCo Event at

issue for the applicable seats (unless TeamCo agrees, in its sole discretion, to a lower value for the TeamCo Event ticket for a particular TeamCo Event). In connection with each and every Seating Reimbursement made by StadCo to TeamCo, StadCo is also to remit to TeamCo an amount equal to the Applicable Taxes payable in connection with the sales of TeamCo Event tickets located in the suites and TeamCo will be responsible for the payment of such Applicable Taxes to the applicable Governmental Authority.

Section 5.3 Amenities. In connection with the use of any suite or seat for any TeamCo Event, StadCo, subject to the terms and conditions of this Agreement, shall provide all amenities required for a TeamCo Event, which may include access to a private club, restaurant or lounge and entry to and exit from the Stadium by means of entrances and exits not generally made available for use by the holders of tickets for general seats.

Section 5.4 Surcharges. StadCo will be solely responsible for the remittance of all Surcharges Revenue with respect to sales of TeamCo Event tickets to the applicable Governmental Authority. TeamCo shall pay to StadCo any Surcharges Revenues received.

## ARTICLE 6 SCHEDULING

Section 6.1 Scheduling Process for Games. StadCo and TeamCo shall comply with the official schedule posted by the NFL for all Games to be played at the Stadium, which shall take priority over any Approved Stadium Event to be held at the Stadium, subject to the terms of the Stadium Lease.

Section 6.2 Other Stadium Events. Subject to StadCo's scheduling of other events at the Stadium pursuant to the Stadium Lease, StadCo shall cooperate with TeamCo to schedule such other events to be held by TeamCo on and at mutually agreeable dates and times. All TeamCo Events shall be conducted subject to the provisions of this Agreement and StadCo Regulations.

## ARTICLE 7 ACCESS TO AND USE OF FACILITIES

Section 7.1 Access to and Use of Stadium Complex.

(a) For each Game, TeamCo shall have the right to access and use those portions of the Stadium Complex which StadCo is permitted to access and use in accordance with the Stadium Lease.

(b) TeamCo shall restore the Stadium promptly following the conclusion of each TeamCo Event to its condition existing prior to such TeamCo Event, ordinary wear and tear and ordinary cleaning excepted, in each case, at other reasonable times on the day of each TeamCo Event; provided that, (i) no additional costs or expenses are imposed upon StadCo, (ii) TeamCo shall be responsible for all additional staffing and other costs associated with such access, (iii) such access does not unreasonably interfere with other scheduled events at the Stadium, (iv) in no event may any such activities conclude after 11:59 p.m. local time and (v) such activities are not in violation of any Applicable Law, the Stadium Lease or StadCo Regulations.

(c) Except as otherwise expressly provided in this Agreement, TeamCo shall have (i) the use of such portion of the Stadium as reasonably necessary or appropriate for the conduct of each TeamCo Event to be held by TeamCo at the Stadium and (ii) reasonable access, in common with StadCo and others entitled thereto, to the aforesaid portion of the Stadium at other reasonable times on the day of a TeamCo Event for cleaning up and removing any equipment or property used for such TeamCo Event and otherwise

restoring such portion of the Stadium Complex to its condition existing immediately prior to the TeamCo Event.

(d) Notwithstanding Section 7.1(a) and Section 7.1(b), StadCo may schedule other events such as a Civic Event, which shall not interfere with any Game that is scheduled to be played at the Stadium. The scheduling of any Civic Event and use of the Stadium in connection therewith shall comply with the terms of the Stadium Lease or the StadCo Regulations.

(e) If TeamCo requests additional access to the Stadium on days other than on a Game day for any purpose permitted under the Stadium Lease, StadCo shall use reasonable commercial efforts to allow TeamCo such additional access to the Stadium to accommodate such requests at no additional charge to TeamCo. If StadCo allows such access, (i) such additional access shall not impose any additional costs or expenses on StadCo; (ii) such additional access shall not interfere with other scheduled events at the Stadium and StadCo's business operations, (iii) such access shall occur between the hours of 8:00 a.m. and 8:00 p.m. Eastern Time, and shall be subject to StadCo Regulations, and (iv) such activities shall not be in violation of any Applicable Law, the Stadium Lease or StadCo Regulations.

Section 7.2 Common Areas. Except as otherwise provided in this Agreement, TeamCo shall have a non-exclusive right of ingress and egress during the Games and TeamCo Events through the common areas and public concourses of the Stadium as shall be reasonably necessary to enter, utilize and exit the Stadium.

Section 7.3 Contributions. No charitable or political contribution shall be solicited at the Stadium during any TeamCo Event unless StadCo shall have approved of such solicitation in advance.

## ARTICLE 8 OPERATIONS

Section 8.1 StadCo Operations. StadCo and TeamCo hereby acknowledge and confirm that, pursuant to the Stadium Lease, StadCo has "full operational control" of the Stadium Complex. Therefore, except as expressly set forth in this Agreement, StadCo shall have the exclusive right and obligation to engage, select, and direct all staff and service providers for any TeamCo Event, including traffic control personnel, ticket takers, ushers, security officers, physical plant workers, emergency medical technicians, firemen, porters, maids, restroom attendants, maintenance, janitorial, sanitation and cleaning workers, scoreboard and video board operators, broadcast technicians and such other personnel as StadCo, in its reasonable discretion shall deem necessary and including any staffing required in connection with any TeamCo Event. At all times during the Term, StadCo shall manage and operate the Stadium Complex in accordance with all Applicable Law, subject to the terms and conditions of the Stadium Lease.

Section 8.2 License Fee. TeamCo shall pay StadCo one (1) dollar (the "**License Fee**") in exchange for the rights granted by StadCo to TeamCo under this Agreement, which shall be deemed earned in full on the date hereof and shall be paid by TeamCo on the date hereof.

## ARTICLE 9 PARKING AND CONCESSIONS; MERCHANDISING

Section 9.1 Stadium Parking. For all TeamCo Events, StadCo shall provide TeamCo and its employees, patrons and guests with access to, and use of, the parking spaces and designated tailgating areas located at the Stadium or located on any additional site off the Stadium that is owned or leased by StadCo (collectively, "**Parking Areas**"). For each TeamCo Event, StadCo shall manage and control the parking operations at the Stadium or any off-premises parking location. TeamCo shall have the right to establish

(and thereafter change from time to time) the parking fees charged during TeamCo Events for use of the parking spaces and designated tailgating areas located at the Stadium and on off-premises parking locations. During TeamCo Events, TeamCo shall have the exclusive right of use of the Parking Areas.

Section 9.2 Concessions.

(a) StadCo and its designated concessionaires (collectively, the “**Concessionaire**”) shall control all food and beverage concession sales in and around the Stadium, and TeamCo shall not permit any third party to sell, give away or donate any food or beverage products therein or thereon at any time without the prior written consent of StadCo.

(b) For each TeamCo Event, TeamCo shall collect all of the food and beverage revenue derived from general concession sales and from all other sources (including Luxury Suite and Club Level Seat service, catering and public and private clubs and restaurants) (the “**Concession Revenues**”) and TeamCo shall remit such Concession Revenues to StadCo as set forth in Section 4.2.

Section 9.3 Cooperation. StadCo and TeamCo will cooperate reasonably with one another regarding the concessions to be sold at TeamCo Events and the prices therefor. StadCo shall directly employ the sales personnel or contract with third parties for sale of concessions at TeamCo Events. StadCo, with cooperation from TeamCo, shall designate the menu, name brands, and prices of concessions products to be sold at TeamCo Events, including, without limitation, beverage pouring rights, but all such products shall be: (i) in compliance with all contracts existing at the time of such product designation among StadCo, its Concessionaires, and the producers or manufacturers of concession products sold at the Stadium, and (ii) consistent with NFL Rules and Regulations and Applicable Law. Whichever party StadCo selects to handle alcoholic beverage services shall be responsible for compliance with all alcoholic beverage licensing requirements necessary for the sale of alcoholic beverages within the Stadium Complex.

Section 9.1 Merchandise.

(a) Sales of Merchandise. Subject to this Section 9.1, StadCo shall operate, or, at the option of StadCo, contract with a third party to operate, the sale of Team or NFL related merchandise for all applicable TeamCo Events or during non-Stadium Event times, at the Stadium. StadCo shall reasonably consult with TeamCo prior to the initial selection and with respect to the terms of any merchandising agreement governing the sale of such merchandise. StadCo shall use commercially reasonable efforts to enforce the terms of any merchandising agreements.

(b) Items Sold; Locations; Personnel. The kind, quality, quantity, name brands and pricing of merchandise to be sold at TeamCo Events, and the sale of Team or NFL related merchandise to be sold at all applicable Stadium Events or during non-Stadium Event times, at the Stadium, shall be determined in accordance with the merchandising agreement. StadCo, after consultation with TeamCo., shall have the right to determine (i) the placement, number and size of each location (e.g., for retail kiosks or portable and temporary displays) for the sale of merchandise during TeamCo Events, and the sale of Team or NFL related merchandise at the Stadium during Stadium Events or non-Stadium Event times, at the Stadium (in addition to any retail stores) and (ii) the number of vendors circulating the Stadium to sell merchandise during TeamCo Events. Merchandise sold during TeamCo Events, and Team and NFL related merchandise sold during Stadium Events and non-Stadium Event times, shall be consistent with NFL Rules and Regulations. All personnel utilized for the sale of merchandise at any retail store and other locations at the Stadium shall be employees or contractors of StadCo or the merchandise operator.

(c) Merchandise Revenue. All (i) revenues paid to or received by StadCo, including from any third-party merchandise operator, with respect to the sale of Team or NFL related merchandise minus (ii) to

the extent not already deducted from revenues received by StadCo, all out-of-pocket expenses and sales or similar taxes paid or incurred by, or on behalf of, StadCo, including any amount paid to (or retained by) a merchandise operator and the cost of Team or NFL related merchandise and labor, in connection with the sale of Team or NFL related merchandise (the “**TeamCo Merchandise Revenue**”) shall be promptly remitted to TeamCo; provided, that if any such expense is not directly attributable to the sale of Team or NFL related merchandise (i.e., is attributable to the sale of all merchandise), then StadCo and TeamCo shall mutually agree upon in good faith an equitable allocation of such expense between StadCo, on the one hand, and TeamCo, on the other hand.

## ARTICLE 10 MEDIA DISTRIBUTIONS

Section 10.1 Media Distribution. Subject to the terms of the Stadium Lease, (i) TeamCo shall have the exclusive right to control and to receive the revenue from the exercise of any Broadcast Rights for local distribution for a TeamCo Event (the “**TeamCo Broadcast Revenue**”) and shall be responsible for all of the costs associated with any such broadcast, (ii) the NFL shall have the exclusive right to control, receive, and distribute the revenue from the exercise of any Broadcast Rights for national and international distribution for a TeamCo Event and shall be responsible for all of the costs associated with any such broadcast and (iii) StadCo shall have the exclusive right to control and to receive the revenue from the exercise of any other Broadcast Rights and shall be responsible for all of the costs associated with any such broadcast, each regardless of the nature of the technology (whether new or existing) or the medium (whether new or existing). The provisions of this Section 10.1 shall include and apply to, without limitation, cable television, over-the-air pay television, multipoint and multichannel multipoint distribution system television, direct broadcast satellite television, subscription television, master antenna and satellite antenna television and lower power television, closed circuit television, internet distribution and any other technology now or hereafter developed. TeamCo will determine the rates charged for local radio and television hook-ups by television or radio trucks or other distribution facilities for all TeamCo Events at the Stadium (which rates may change as frequently as TeamCo may determine). All such hook-up fee revenues shall be TeamCo Broadcast Revenue. The NFL will determine the rates charged for national or international radio and television hook-ups by television or radio trucks or other distribution facilities for all TeamCo Events at the Stadium (which rates may change as frequently as TeamCo may determine). All such hook-up fee revenues shall be the revenue of the NFL.

## ARTICLE 11 ADVERTISING

Section 11.1 TeamCo Advertising. Except as otherwise provided in this Article 11 and subject to the Stadium Lease, TeamCo will have sole and exclusive control over, and will have the right to retain or dispose of all revenues derived from, the exercise of any Advertising Rights relating to the Team or a TeamCo Event (the foregoing forms of Advertising Rights being herein referred to collectively as the “**TeamCo Sponsorship Elements**,” and such revenues derived from such TeamCo Sponsorship Elements being herein referred to collectively as the “**TeamCo Advertising Revenue**”). No advertising of any kind is to be placed on the TeamCo Sponsorship Elements without the prior written consent of TeamCo, which consent may be withheld in TeamCo’s sole discretion. TeamCo will bear all expenses in connection with the TeamCo Sponsorship Elements. In no event shall advertising on the TeamCo Sponsorship Elements conflict with or materially undermine the value of the Naming Rights or the Stadium Advertising. Nothing herein shall have the effect of restricting in any manner TeamCo’s right to insert spots for Advertising Rights in the Team’s telecasts, all without any accountability to StadCo.

Section 11.2 StadCo Advertising. Subject to the terms of the Stadium Lease, StadCo will have sole and exclusive control over, and will have the right to retain or dispose of, all revenues derived from,

the exercise of Advertising Rights relating to the Stadium, other than the TeamCo Sponsorship Elements (“**Stadium Advertising**”).

Section 11.3 Stadium Name. Subject to the terms of the Stadium Lease, the Playing Field may, at the discretion of StadCo, include the name of the Stadium (including the name and logo of the naming rights partner) in a form and at a location to be reasonably determined by StadCo.

Section 11.4 Naming Rights. TeamCo shall (i) refer to the Stadium by such name as may be designated by StadCo in accordance with the Stadium Lease from time to time during the Term (“**Naming Rights**”) and (ii) cause its employees, sponsors, broadcasters, subcontractors and other agents to refer to the Stadium by such name as may be designated by StadCo from time to time during the Term.

Section 11.5 Team Name, Logo and Schedule. StadCo shall display the Team’s name, logo, and schedule in areas around the Stadium as reasonably requested by TeamCo. TeamCo hereby consent to, and grant StadCo the right and license, to so display the Team’s name, logo and schedule in such manner and/or as may be otherwise mutually agreed between StadCo and TeamCo.

## ARTICLE 12 PUBLIC ADDRESS SYSTEMS

StadCo shall furnish the Stadium’s public address and sound systems for each TeamCo Event, which public address and sound systems shall be in good working order. Except as otherwise provided herein, TeamCo shall have exclusive use of the public address system and sound system during each TeamCo Event for the duration of such TeamCo Event; provided, however, that the public address system and sound system shall be operated according to StadCo Regulations.

## ARTICLE 13 FIELD, EQUIPMENT AND LOCKER ROOMS

Section 13.1 Football Field. For all Games, StadCo shall provide TeamCo with a natural grass field (comparable to that generally found at other NFL stadium facilities) at StadCo’s sole cost and expense and in accordance with all applicable NFL Rules and Regulations. StadCo shall be responsible for all costs and expenses in connection with obtaining, installing, removing, repairing, maintaining, storing and converting the natural grass field to another playing surface or other surface (and back). StadCo shall afford TeamCo with access to and use of any specialty lighting and/or sound system available at the Stadium from time to time. StadCo shall replace the natural grass field at StadCo’s expense with a field of similar quality consistent with the normal wear and tear and life cycle of similar-type natural grass fields and in accordance with all applicable NFL Rules and Regulations.

Section 13.2 Equipment. TeamCo shall be responsible for providing, at its cost, all moveable football equipment necessary for the Games, including goal posts, goal post padding, yardage markers and end zone pylons (collectively, “**Equipment**”). TeamCo may place and store such Equipment in the TeamCo designated spaces approved by StadCo as is necessary for the conduct of the TeamCo Events, without any charge therefor. All Equipment shall be purchased and maintained by, and shall be and remain the property of, TeamCo and may be removed at any time by TeamCo.

Section 13.3 Condition of Locker Rooms. The locker rooms may be accessed and utilized by StadCo for other events at any time other than on the day of a Game, subject to Section 7.1; provided, however, that should the locker rooms be accessed or used by StadCo, or a third party authorized by StadCo, StadCo shall return the locker rooms to the state they were in immediately prior to the date of the next scheduled Game.

ARTICLE 14  
GOVERNMENTAL AUTHORIZATIONS

TeamCo agrees to furnish, at its sole expense, such Governmental Authorizations as may be required for each TeamCo Event, including business licenses, but excluding any permits required for the presentation of events generally at the Stadium, which shall be provided by StadCo at its sole expense. StadCo has obtained, and shall maintain in full force and effect, at its sole cost, all Governmental Authorizations for the use and occupancy of the Stadium for events generally. “**Governmental Authorizations**” shall mean all approvals, consents, decisions, authorizations, certificates, confirmations, exemptions, applications, notifications, concessions, acknowledgments, agreements, licenses, permits, import permits, employee visas, environmental permits, decisions, rights-of-ways, and similar items from any Governmental Authority.

ARTICLE 15  
COMPLIANCE WITH LAWS AND STADIUM LEASE

Section 15.1 Governmental Authorizations. In its use of the Stadium, TeamCo shall comply with Applicable Law and Governmental Authorizations that shall impose any duty upon StadCo or TeamCo and which pertain specifically to the presentation of (or sale of tickets to) any TeamCo Event. StadCo shall comply with all Applicable Law and Governmental Authorizations in its operation of the Stadium. TeamCo shall comply with all Applicable Law and Governmental Authorizations in its use of the Stadium. TeamCo shall not use the Stadium for any political purpose, unless approved by StadCo, ECSC, and the County.

Section 15.2 Fire Code Requirements. No gasoline, acetylene or other fuel or other combustible will be permitted in the Stadium without the approval of StadCo, which may be withheld in StadCo’s sole discretion. The installation of any decorating or other work and the material therefor done or furnished by TeamCo shall be subject to approval by StadCo and any Governmental Authority having jurisdiction over the construction or operation of the Stadium and unless so approved, installation thereof may be prevented or, if having already been installed, removed. All decorations and other combustible materials must be fireproofed, and if necessary under Applicable Law, TeamCo shall deliver to StadCo a flame proofing certificate in the form specified or required by and satisfactory to any Governmental Authority having jurisdiction with respect thereto.

Section 15.3 Stadium Lease. TeamCo shall be bound by, and comply with, all of the applicable terms, covenants, consents and conditions of the Stadium Lease and shall not do or permit to be done anything that would violate the provisions of the Stadium Lease or result in a default by StadCo under the Stadium Lease.

ARTICLE 16  
ALTERATIONS

Section 16.1 Improvements. TeamCo shall, subject to and only after compliance with any and all applicable provisions of the Stadium Lease pertaining thereto and further subject to and only after obtaining the prior written consent of StadCo with respect thereto and of the plans and specifications therefor (which consent of StadCo shall not be unreasonably withheld and shall in any event be granted where the applicable improvements are required by then applicable NFL Rules and Regulations), have the right, at TeamCo’s sole expense, but not the obligation, to make Improvements to the Stadium from time to time as TeamCo may reasonably choose (subject to StadCo’s prior written approval). Following any such installation of any such improvements, such improvements may be removed by TeamCo from the Stadium from time to time as TeamCo may elect (except to the extent that any such improvements shall not be removable in accordance with the terms and conditions of the Stadium Lease), but TeamCo shall repair or

cause to be repaired any damages caused by the installation or removal of such improvements, at TeamCo's sole expense. No additional compensation of any kind or nature, including, without limitation, no rent or sublease fee, shall be payable by (or to) TeamCo in connection therewith.

Section 16.2 Prohibited Alterations. Notwithstanding the foregoing, TeamCo shall not (i) mark, paint, drill into or in any way mar or deface any part of the Stadium, nor shall TeamCo cover or obstruct any of StadCo's Signage within, on or about the Stadium or (ii) display or erect any lettering, signs, pictures, notices or advertisements upon any part of the outside or inside of the Stadium or make any alterations or improvements in or to the Stadium without the prior written approval of StadCo, which may be withheld in StadCo's sole discretion. StadCo shall install permanent Signage as permitted under the Stadium Lease. Any improvements that may be made by TeamCo in any part of the Stadium that become fixtures shall become the property of StadCo or ECSC, as the case may be, and, upon expiration of the Term, shall be surrendered by TeamCo and shall remain with the Stadium.

#### ARTICLE 17 ENTRANCES AND EXITS

All entrances and exits of the Stadium shall be unlocked during the TeamCo Events, subject to Applicable Law and Governmental Authorizations and agreement of the Parties. Articles, fittings, fixtures, materials and equipment shall be brought into or removed from the Stadium only at entrances and exits designated by StadCo. The total number and weight of vehicles that may enter the Stadium at any one time shall be determined by StadCo in its reasonable discretion after consultation with TeamCo.

#### ARTICLE 18 NON-EXCLUSIVE USE

Section 18.1 Event Facilities. TeamCo hereby acknowledges and confirms that besides the use of the Stadium for Games, the Stadium and various parts thereof and areas therein may or will be used for the installation, holding or presentation and removal of activities, events and engagements other than the Games and that in order for the Stadium to operate as efficiently as practicable, it may or will be necessary for the use or availability of services and facilities of the Stadium, including entrances, general storage areas, passenger or freight elevators and club and concession areas to be scheduled or shared; provided, however, that such use shall not unreasonably restrict or interfere with TeamCo's access to or use of the Stadium at any time during a TeamCo Event. Subject to the immediately preceding sentence, TeamCo hereby acknowledges and confirms that StadCo shall have the authority to establish reasonable schedules for the use and availability of such services and facilities and to reasonably determine when and the extent to which the sharing of any such services and facilities is necessary or desirable, and TeamCo agrees to comply with any schedules so established and to cooperate in any sharing arrangements so determined.

Section 18.2 Unrestricted Access. StadCo shall, at all times, have unrestricted access to all areas of the Stadium so long as StadCo does not unreasonably interfere with a TeamCo Event or TeamCo's access to or use of the Stadium during a TeamCo Event or on the day of a TeamCo Event. In the event of an emergency, StadCo shall have the right to use any and all means which it deems proper to gain access to any area of the Stadium. Any entry hereunder shall not under any circumstances be deemed or construed to be a forcible or unlawful entry into, or a detainer of, the Stadium or an eviction therefrom, or any portion thereof nor give TeamCo the right to abate any payment due hereunder.

ARTICLE 19  
EJECTION

StadCo and its servants, employees and agents shall have the right to refuse admission to, or to cause to be removed from, a TeamCo Event and from the Stadium any individual seeking admission to or attending a TeamCo Event who is engaging in unlawful, unruly or offensive behavior or other behavior that violates StadCo Regulations. Any artisans or workmen employed by TeamCo shall be under the general supervision and control of StadCo (but not as an agent or servant of StadCo) while in or about the Stadium and may be refused entrance to or ejected from the Stadium by StadCo for noncompliance with any provision of this Agreement or for objectionable or improper conduct without any liability on StadCo's part for such refusal or ejection.

ARTICLE 20  
StadCo REGULATIONS

TeamCo shall, and shall cause its Related Parties to, abide by such reasonable and non-discriminatory rules and regulations as may from time to time be adopted by StadCo for the use, occupancy and operation of the Stadium (the "**StadCo Regulations**"); provided, however, that (i) TeamCo shall have received prior notice of any such rule or regulation, (ii) no such rule or regulation shall violate any Applicable Law or unreasonably interfere with a Game, and (iii) StadCo shall enforce StadCo Regulations uniformly among all users of the Stadium.

ARTICLE 21  
RISK OF LOSS

TeamCo agrees that all of its property and the property of other Persons brought or permitted by TeamCo to be brought into the Stadium shall be at the risk of TeamCo and that StadCo shall not be liable to TeamCo for any loss or damage whatsoever caused, except to the extent resulting from the gross negligence or willful misconduct of StadCo.

ARTICLE 22  
POST-GAME USE AND CONDITIONS

TeamCo shall vacate the Stadium no later than the end of the applicable TeamCo Event. TeamCo shall ensure that the Stadium shall be in the same condition as at the beginning of such TeamCo Event and in good order, in each case reasonable wear and tear and the need for ordinary cleaning excepted. TeamCo shall, no later than the conclusion of a TeamCo Event, remove from the Stadium any goods or other moveable property brought or permitted by it in or about the Stadium that are not securely stored by TeamCo on the premises. In the event TeamCo fails to vacate and return the Stadium in accordance with this Article 22, TeamCo hereby authorizes StadCo to immediately enter any and all areas occupied or used by TeamCo and remove and store any and all personal property of TeamCo and its Related Parties at the expense of TeamCo, and to offset from any sums owing or which become owing by TeamCo to StadCo for whatsoever purpose the actual costs of such removal and storage. For the purpose of this Article 22, a TeamCo Event shall be deemed to end no later than five (5) hours after the actual completion of the TeamCo Event.

ARTICLE 23  
MANAGEMENT AND CONTROL, MAINTENANCE AND EVENT STAFFING

Section 23.1 Free Access. During the TeamCo Events, StadCo, its officers, directors, employees and agents, and the Concessionaire and its employees and agents shall, for the purpose of performing job

duties necessary for the operation of the Stadium and the provision of services, have free access to the Stadium at all times, provided that such access shall not unreasonably interfere with TeamCo's use of the Stadium for the TeamCo Events.

Section 23.2 Credentials. Subject to StadCo's reasonable approval as to the number of credentials, during the TeamCo Events, TeamCo may issue photo, press, media and staff passes permitting selected persons free access to specified areas of the Stadium normally closed to the public. Any such access shall be requested in advance, shall not unreasonably interfere with other events taking place at the Stadium and shall be subject to StadCo Regulations. A list of persons holding event passes or requiring off-hours access to the Stadium shall be maintained by TeamCo and provided to StadCo upon request.

Section 23.3 Management and Control. StadCo shall be responsible for the safety and security of the Stadium at TeamCo Events, including, without limitation, the determination, upon consultation with TeamCo, of security staffing levels and patterns, the inspection and approval of security measures, and the exclusion or ejection of persons or items in the interest of safety or security. StadCo shall provide such security personnel for TeamCo Events, both within and outside the Stadium, as shall be reasonably anticipated to be necessary to maintain and ensure public order and safety in and around the Stadium for the successful and interruption-free operation of TeamCo Events and to protect the persons and parties thereat and the users thereof. TeamCo shall comply with such reasonable rules governing the security of the Stadium as shall be established from time to time by StadCo upon consultation with TeamCo consistent with NFL Rules and Regulations and the provisions of this Agreement. In the conduct of its management and operations of the Stadium, StadCo shall cooperate with TeamCo to ensure that due consideration is given to TeamCo's customer service goals and for receipt of TeamCo's input on all staffing and customer service matters. StadCo shall procure or cause to be procured for TeamCo and for the Stadium, at StadCo's sole expense, all of the police, traffic management, fire, paramedic, ambulance, hazardous materials response team, and other governmental and/or municipal services as are reasonably anticipated to be necessary or prudent in connection with TeamCo's use of the Stadium pursuant to this Agreement.

Section 23.4 Utilities and Maintenance. StadCo shall secure sufficient water, sewer, natural gas, and electric utilities, hookups, and capacities as are reasonably necessary to operate the Stadium. StadCo shall furnish or cause to be furnished (through a provider of StadCo's choice, in StadCo's sole discretion) all water, heat, air-conditioning, electricity, gas, local telephone, janitorial, and other services and utilities reasonably necessary for the operation of the Stadium, for the conduct, and in comfort, of the TeamCo Events. The electricity for the Stadium shall be sufficient to light the Stadium with the degree of illumination reasonably required for color televising and other media broadcast of the TeamCo Events in accordance with NFL quality broadcast requirements and shall at all times be sufficient, in TeamCo's reasonable view, to permit TeamCo to fully enjoy all of the permitted uses under this Agreement. Notwithstanding the above, StadCo shall not be responsible for any interruption of utility services that is beyond its control. StadCo, at StadCo's sole cost and expense, shall be solely responsible for maintaining and repairing the Stadium. TeamCo shall have no responsibility for repair or maintenance at the Stadium, except for any repair or maintenance necessitated by any damage to or misuse of the Stadium caused by the gross negligence or willful misconduct of TeamCo or any of TeamCo's agents, representatives, employees or contractors and further except as may be otherwise provided elsewhere in this Agreement. StadCo will provide cleaning services reasonably necessary to clean and maintain the Stadium for all TeamCo Events.

Section 23.5 Condition of Stadium on Day of TeamCo Events. On the day of TeamCo Events, StadCo shall provide the Stadium in the condition required by the NFL Rules and Regulations for the conduct of TeamCo Events. Specifically, but not by way of limitation, this obligation includes, as applicable: the furnishing of the Playing Field in a condition meeting all NFL Rules and Regulations on the day of any TeamCo Event for purposes of allowing the Team and the visiting teams to conduct warm-up sessions and TeamCo Events; the furnishing in good operating order, condition and repair on the day of

each TeamCo Event of all required team benches, tables and chairs, line marking, complete and effective lighting system, communication systems, phone hook-up from each bench on field level to respective coaches and assistant coaches, radio and television booths, and all other special equipment and facilities then reasonably necessary or desirable for the performance of the TeamCo Event. StadCo shall provide for each practice session those facilities and equipment reasonably necessary or desirable therefor.

Section 23.6 Staffing for TeamCo Events. At its expense, TeamCo shall employ the players, officials, timers, scorekeepers, scoreboard operators, public address announcer, and other persons directly engaged in the conduct of TeamCo Events. StadCo shall furnish any other trained employees sufficient for the operation and maintenance of the Stadium for TeamCo Events, which may include an event coordinator, parking lot attendants, plumbers, electricians, carpenters, maintenance crew, and supervisors qualified to operate the Stadium and its equipment. StadCo shall also employ additional staffing (other than as set forth in this Section 23.6 above) in such number and with such qualifications as TeamCo may reasonably require for the conduct of TeamCo Events consistent with NFL Rules and Regulations and procedures. In meeting the requirements of NFL Rules and Regulations, StadCo shall consult with TeamCo on all issues relating to staffing levels and composition during TeamCo Events and during times of other TeamCo uses of the Stadium. TeamCo shall be able to establish reasonable grooming, dressing and cleanliness standards for event staffing for TeamCo Events and other StadCo employees or contractors who will have contact with TeamCo Event ticket holders, TeamCo guests, and patrons during TeamCo Events. TeamCo shall have the right to require StadCo to implement certain customer service, security and hospitality training of event staffing working during TeamCo Events that meets TeamCo's reasonable goals.

## ARTICLE 24 UTILITIES

StadCo shall, at TeamCo's expense, furnish gas, power, electrical power, hot and cold water, sewer, air conditioning, including heat and air cooling and illumination with the permanent equipment with which the Stadium is equipped and the utilities set forth in Section 23.4, which shall be adequate for the intended purposes on the Commencement Date, at such times and in such amounts as shall be reasonably necessary for the use of the Stadium contemplated hereunder, except when prevented by Force Majeure or during the repairing of equipment or apparatus in the Stadium which is provided by StadCo for such purposes. StadCo shall in no event be liable for a failure to provide any services incidental to use of the Stadium when prevented by Force Majeure or during the repairing of equipment or apparatus in the Stadium which is provided by StadCo for such purposes, provided that, in the event of such a failure, StadCo shall use reasonable commercial efforts to restore such services in a timely manner.

## ARTICLE 25 INSURANCE

### Section 25.1 Insurance Coverage.

(a) Beginning on the Commencement Date, and thereafter at all times during the Term, TeamCo shall, at its sole cost and expense, obtain, keep and maintain insurance in such amounts and against such risks as are customarily maintained by NFL teams who only have use rights (or equivalent rights) to the arena where they play their home games and the practice facility where they train, as applicable, and do not have material arena or practice facility operating responsibilities, except to the extent TeamCo is already covered as an additional insured by the policies of StadCo. All such policies of insurance applicable to the Stadium shall name StadCo, the State, ECSC, ESD and the County as additional named insureds (except for any policies where it is not commercially customary or practicable to name said additional parties) and shall name such other Persons as additional insureds as reasonably requested by StadCo.

(b) Beginning on the Commencement Date, and thereafter at all times during the Term, StadCo shall, at its sole cost and expense, obtain, keep and maintain the insurance coverages set forth in the Stadium Lease for the mutual benefit of TeamCo and StadCo and their respective contractors, successors and assigns. Said insurance policies, other than workers' compensation, shall be primary and non-contributory, and shall further name as additional insureds TeamCo, including such other entities and individuals as StadCo shall reasonably designate, including those entities required to be named as additional insureds in the Stadium Lease. All such insurance shall be primary insurance and shall provide that any right of subrogation against TeamCo or StadCo and their successors and assigns is waived.

(c) There will be no charge to StadCo or TeamCo for such coverage and a certificate of insurance evidencing such coverage shall be furnished to the other Party prior to the expiration of the then current policy. Said policy of insurance and endorsements shall provide that the policy of insurance cannot be canceled without thirty (30) days' prior written notification to the other Party. Said insurance shall not restrict or limit the coverage of the foregoing additional insureds.

(d) At the request of either Party, the other Party shall promptly furnish loss information concerning all liability claims brought against such Party (or any other insured under such Party's required policies), that may affect the amount of liability insurance available for the benefit and protection of the additional insureds under this Agreement. Such loss information shall include such specifics and be in such form as StadCo may reasonably require.

Section 25.2 Waiver of Subrogation. StadCo and TeamCo each hereby waives all rights of recovery against the other and against the officers, partners, employees, agents and representatives of the other, on account of loss by or damage to the waiving party of its property or the property of others under its control, to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy which either may have in force at the time of the loss or damage. StadCo and TeamCo shall, upon obtaining the policies of insurance required under this Agreement, give notice to its insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Agreement.

## ARTICLE 26 LIMITATION OF LIABILITIES; INDEMNIFICATION

Section 26.1 Indemnification and Payment of Losses by TeamCo. TeamCo shall, and does hereby, indemnify, defend and hold harmless StadCo, any affiliates (other than StadCo) of StadCo, ECSC, any affiliates of ECSC, the County, any affiliates of the County, and their respective employees, contractors, agents, guests or invitees (collectively, the "**StadCo Indemnified Persons**") for, and shall pay to the amount of any Losses involving any third-party claim arising, directly or indirectly, from or in connection with or alleged to arise out of or any way incidental to any of the following:

(a) any use, occupancy or operation of the Stadium by or on behalf of TeamCo or any TeamCo's Related Party, or any invitee or guest of TeamCo during the Term, or during any period of time, if any, before or after the Term that TeamCo may have had possession of any portion of the Stadium, including any access prior to the Commencement Date;

(b) any breach of any representation or warranty made by TeamCo in this Agreement;

(c) any breach by TeamCo of any covenant or obligation of TeamCo in this Agreement;

(d) any claim by any Person for Losses in connection with the violation by TeamCo of any Applicable Law;

(e) liens by third Persons against StadCo or any StadCo Indemnified Person, or any of their property, because of labor, services, or materials furnished to TeamCo, its contractors, subcontractors or assignees, in connection with any work in, on or about the Stadium;

(f) the negligence or willful act or omission of TeamCo or TeamCo's Related Parties; or

(g) any Environmental Claim regarding or relating in any way to the Stadium resulting from an act or omission of TeamCo.

The foregoing indemnity includes TeamCo's agreement to pay all reasonable costs and expenses of defense, including reasonable attorneys' fees, incurred by any StadCo Indemnified Person. This indemnity shall apply without limitation to any liabilities imposed on any Party indemnified hereunder as a result of any statute, rule regulation or theory of strict liability. This indemnification shall not be limited to damages, compensation or benefits payable under insurance policies, workers' compensation acts, disability benefit acts or other employee benefit acts. Although TeamCo has caused StadCo to be named as loss payee or additional insured under TeamCo's insurance policies, TeamCo's liability under this indemnification provision shall not be limited to the liability limits set forth in such policies.

Notwithstanding the foregoing, this Section 26.1 does not require TeamCo to indemnify and defend StadCo Indemnified Persons for: (i) Losses resulting from willful misconduct or grossly negligent acts or omissions of StadCo Indemnified Persons or (ii) Losses which are alleged to arise out of or are incidental to any "dram shop" liability associated with the serving of alcohol to patrons or guests of the premises by StadCo's Concessionaire.

Section 26.2 Indemnification and Payment of Losses by StadCo. StadCo shall, and does hereby, indemnify, defend, and hold harmless TeamCo or any affiliates (other than TeamCo) of TeamCo, or their respective employees, contractors, agents, guests or invitees (collectively, "**TeamCo Indemnified Persons**") for, and shall pay to TeamCo Indemnified Persons the amount of, any Losses involving any third-party claim arising, directly or indirectly, from or in connection with or alleged to arise out of or any way incidental to any of the following:

(a) any breach of any representation or warranty made by StadCo in this Agreement;

(b) any breach by StadCo of any covenant or obligation of StadCo in this Agreement;

(c) any claim by any Person for Losses in connection with the violation by StadCo of any Applicable Law;

(d) liens by third Persons against TeamCo or any TeamCo Indemnified Person, or any of their property, because of labor, services, or materials furnished to StadCo, its contractors, subcontractors or assignees, in connection with any work in, on or about the Stadium;

(e) the gross negligence or willful act or omission of StadCo in connection with the operation of the Stadium; or

(f) TeamCo's Losses which arise in connection with any "dram shop" liability associated with the serving of alcohol to patrons or guests of the premises by StadCo's Concessionaire.

The foregoing indemnity includes StadCo's agreement to pay all reasonable costs and expenses of defense, including reasonable attorneys' fees, incurred by any TeamCo Indemnified Person. This indemnity shall apply without limitation to any liabilities imposed on any Party indemnified hereunder as a result of

any statute, rule regulation or theory of strict liability. This indemnification shall not be limited to damages, compensation or benefits payable under insurance policies, workers' compensation acts, disability benefit acts or other employee benefit acts. Notwithstanding the foregoing, this Section 26.2 does not require StadCo to indemnify and defend TeamCo Indemnified Persons for Losses resulting from willful misconduct or grossly negligent acts or omissions of TeamCo Indemnified Persons.

Section 26.3 Survival. The indemnities contained in this Article 26 shall survive the expiration or earlier termination of this Agreement, but only insofar as such indemnities relate to any liabilities, damages, suits, claims or judgments that arose prior to the expiration or earlier termination of this Agreement.

## ARTICLE 27 TERMINATION; DEFAULT

### Section 27.1 Events of Default.

(a) TeamCo Event of Default. The occurrence of any of the following shall be a “**TeamCo Event of Default**”:

(i) the failure of TeamCo to pay any payments due to StadCo when due and payable under this Agreement if such failure continues for more than thirty (30) days after StadCo gives written notice to TeamCo that such amount was not paid when due;

(ii) if TeamCo defaults under or otherwise fails to comply with Section 34.17;

(iii) the failure of TeamCo to keep, observe or perform any of the material terms, covenants or agreements contained in this Agreement to be kept, performed or observed by TeamCo (other than those referred to in clauses (i) or (ii) above) if (1) such failure is not remedied by TeamCo within thirty (30) days after written notice from StadCo of such default or (2) in the case of any such default that cannot with due diligence and good faith be cured within thirty (30) days, TeamCo fails to commence to cure such default within thirty (30) days after written notice from StadCo of such default or TeamCo fails to prosecute diligently the cure of such default to completion within such additional period as may be reasonably required to cure such default with diligence and in good faith; it being intended that, in connection with any such default that is not susceptible of being cured with due diligence and in good faith within thirty (30) days, the time within which TeamCo is required to cure such default shall be extended for such additional period as may be necessary for the curing thereof with due diligence and in good faith; or

(iv) the material breach of any representation or warranty made in this Agreement by TeamCo that would have a material adverse effect on the ability of TeamCo to perform its obligations under this Agreement and such breach is not remedied within thirty (30) days after StadCo gives notice to TeamCo of such breach.

(b) StadCo Event of Default. The occurrence of the following shall be a “**StadCo Event of Default**”:

(i) the failure of StadCo to pay any payments due to TeamCo when due and payable under this Agreement if such failure continues for more than thirty (30) days after TeamCo gives written notice to StadCo that such amount was not paid when due;

(ii) the failure of StadCo to keep, observe or perform any of the material terms, covenants or agreements contained in this Agreement to be kept, performed or observed by StadCo (other than those referred to in clause (i) above) if (1) such failure is not remedied by StadCo within thirty (30) days after written notice from TeamCo of such default or (2) in the case of any such default that cannot with due diligence and good faith be cured within thirty (30) days, StadCo fails to commence to cure such default within thirty (30) days after written notice from TeamCo of such default or StadCo fails to prosecute diligently the cure of such default to completion within such additional period as may be reasonably required to cure such default with diligence and in good faith; it being intended that, in connection with any such default that is not susceptible of being cured with due diligence and in good faith within thirty (30) days, the time within which StadCo is required to cure such default shall be extended for such additional period as may be necessary for the curing thereof with due diligence and in good faith;

(iii) the: (1) filing by StadCo of a voluntary petition in bankruptcy; (2) adjudication of StadCo as a bankrupt; (3) approval as properly filed by a court of competent jurisdiction of any petition or other pleading in any action seeking reorganization, rearrangement, adjustment or composition of, or in respect of StadCo or under the United States Bankruptcy Code or any other similar state or federal law dealing with creditors' rights generally; (4) all or substantially all of StadCo's assets are levied upon by virtue of a writ of court of competent jurisdiction; (5) insolvency of StadCo; (6) assignment by StadCo of all or substantially of its assets for the benefit of creditors; (7) initiation of procedures for involuntary dissolution of StadCo, unless within ninety (90) days after such filing, StadCo causes such filing to be stayed or discharged; (8) StadCo ceases to do business other than as a result of an internal reorganization and the respective obligations of StadCo are properly transferred to a successor entity as provided herein; or (9) appointment of a receiver, trustee or other similar official for StadCo, or StadCo's property, unless within ninety (90) days after such appointment, StadCo causes such appointment to be stayed or discharged; or

(iv) the material breach of any representation or warranty made in this Agreement by StadCo that would have a material adverse effect on the ability of StadCo to perform its obligations under this Agreement and such breach is not remedied within thirty (30) days after TeamCo gives notice to StadCo of such breach.

Section 27.2 StadCo's Remedies. Upon the occurrence of any TeamCo Event of Default and while such remains uncured, StadCo may, in its sole discretion, pursue any one or more of the following remedies:

(a) StadCo may, subject to Applicable Law (but under no circumstances should be obligated to) terminate this Agreement with the prior written approval of the NFL, ECSC and the County, subject and pursuant to Section 27.4 and upon such termination StadCo may forthwith reenter and repossess the Stadium and any other portion of the Stadium occupied by TeamCo by entry, forcible entry or detainer suit or otherwise, without demand or notice of any kind (except as otherwise set forth herein) and be entitled to recover, as damages under this Agreement, a sum of money equal to the total of (1) the cost of recovering the Stadium or any portion therewith, (2) the cost of removing and storing TeamCo's personal property, (3) the unpaid sums accrued hereunder at the date of termination and (4) without duplication, any damages. If StadCo shall elect to terminate this Agreement, then subject to the provisions of Section 27.4, StadCo shall at once have all the rights of reentry upon the Stadium, without becoming liable for damages or guilty of trespass. For the avoidance of doubt, the foregoing TeamCo Events of Default described in this Section 27.2(a) are the only TeamCo Events of Default for which StadCo has the right to terminate this Agreement;

(b) StadCo may (but under no circumstance shall be obligated to) enter upon the Stadium and do whatever TeamCo is obligated to do under the terms of this Agreement (such right of StadCo, herein called the “**StadCo Self Help Right**”), including taking all reasonable steps necessary to maintain and preserve the same. TeamCo shall reimburse StadCo on demand for any reasonable expenses that StadCo may incur in effecting compliance with TeamCo’s obligations under this Agreement (other than expenses of actually operating a business as opposed to maintenance, repair, and restoration). No action taken by StadCo under this Section 27.2(b) shall relieve TeamCo from any of its obligations under this Agreement or from any consequences or liabilities arising from the failure to perform such obligations;

(c) in the event that StadCo denies TeamCo access to and use of the Stadium or terminates this Agreement as a result of a TeamCo Event of Default, and TeamCo fails to remove TeamCo’s personal property from the Stadium within thirty (30) days thereafter, then StadCo shall have the right to remove from the Stadium (without the necessity of obtaining a distress warrant, writ of sequestration or other legal process) all or any portion of such property located thereon and place same in storage at any premises within the County. If, in StadCo’s judgment, the cost of removing and storing or the cost of removing and selling any of such property exceeds the value thereof, StadCo shall have the right to dispose of such property in any commercially reasonable manner. TeamCo shall be responsible for all costs of removal, storage and if applicable, sale, and StadCo shall have the right to reimburse itself from the proceeds of any such sale for all such costs paid or incurred by StadCo. If any surplus sale proceeds shall remain after such reimbursement, StadCo may deduct from such surplus any other sum due to StadCo hereunder and shall pay over to TeamCo any remaining balance of such surplus of sale proceeds. StadCo shall also have the right to relinquish possession of all or any portion of such property to any Person (“**Claimant**”) claiming to be entitled to possession thereof who presents to StadCo a copy of any instrument represented to StadCo by Claimant to have been executed by TeamCo (or any predecessor of TeamCo) granting Claimant the right to take possession of such property, without the necessity on the part of StadCo to inquire into the authenticity of said instrument’s copy or TeamCo’s or TeamCo’s predecessor’s signature thereon and without the necessity of StadCo’s making any nature of investigation or inquiring as to the validity of the factual or legal basis upon which Claimant purports to act; and TeamCo hereby indemnifies and holds StadCo harmless from all cost, expense, loss, damage, and liability incident to StadCo’s relinquishment of possession of all or any portion of such property to Claimant;

(d) StadCo may (but under no circumstances shall be obligated to) and without affecting any of StadCo’s other rights or remedies hereunder, collect all rents and profits received by TeamCo as a result of the possession of the Stadium by any party claiming through TeamCo. Such amounts shall include amounts due under license or concession arrangements. The collection of such rents and profits shall not cure, waive or satisfy any TeamCo Event of Default;

(e) Subject to Section 34.25, StadCo may exercise any and all other remedies available to StadCo at law, including the right to seek damages, or in equity, including injunctive relief and specific performance (to the extent not otherwise specified or listed in this Section 27.2); or

(f) StadCo may file suit to recover any sums falling due under the terms of this Section 27.2 from time to time, and no delivery to or recovery by StadCo of any portion due StadCo hereunder shall be any defense in any action to recover any amount not theretofore reduced to judgment in favor of StadCo.

Section 27.3 TeamCo’s Remedies. Upon the occurrence of any StadCo Event of Default and while such remains uncured, TeamCo may, as its sole and exclusive remedies:

(a) TeamCo may terminate this Agreement pursuant to Section 27.4 and

(b) Subject to Section 34.25, TeamCo may exercise any and all other remedies available to TeamCo at law, including the right to seek damages, or in equity, including injunctive relief and specific performance (to the extent not otherwise specified or listed in this Section 27.3).

Section 27.4 Termination; Final Notice. Subject to Section 27.6, upon the occurrence of a TeamCo Event of Default or a StadCo Event of Default, StadCo or TeamCo, as applicable, must give to TeamCo or StadCo, as applicable, a notice (a “**Final Notice**”) of StadCo’s or TeamCo’s, as applicable, intention to terminate this Agreement after the expiration of a period of thirty (30) days from the date such Final Notice is delivered unless StadCo Event of Default or TeamCo Event of Default, as applicable, is cured, and upon expiration of such thirty (30)-day period, if StadCo Event of Default or TeamCo Event of Default, as applicable, is not cured, this Agreement shall terminate. Notwithstanding the foregoing, if there is a Proceeding pending or commenced between the Parties with respect to the particular StadCo Event of Default or TeamCo Event of Default, as applicable, covered by such Final Notice, the foregoing thirty (30)-day period shall be tolled until a final non-appealable judgment or award, as the case may be, is entered with respect to such Proceeding.

Section 27.5 No Waivers. No failure or delay of any Party in any one or more instances (i) in exercising any power, right or remedy under this Agreement or (ii) in insisting upon the strict performance by the other Party of such other Party’s covenants, obligations or agreements under this Agreement shall operate as a waiver, discharge or invalidation thereof, nor shall any single or partial exercise of any such right, power or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act or omission.

Section 27.6 Effect of Termination. If StadCo or TeamCo elects to terminate this Agreement, this Agreement shall, on the effective date of such termination, terminate with respect to all future rights and obligations of performance hereunder by the Parties (except for the rights and obligations herein that expressly are to survive termination hereof). Termination of this Agreement shall not alter the then-existing claims, if any, of either Party for breaches of this Agreement occurring prior to such termination, and the obligations of the Parties with respect thereto shall survive termination.

Section 27.7 Attorneys’ Fees. In any Proceeding arising out of this Agreement, including the enforcement of this Agreement, or any part thereof, or the exercise of any other remedy herein provided for any default by the other Party (either by direct action or counterclaim), the non-prevailing Party in such proceeding shall pay to the prevailing Party therein such prevailing Party’s reasonable attorneys’ fees, expert witness fees and costs. In addition to the foregoing award of attorneys’ fees, expert witness fees and costs to the prevailing Party, the prevailing Party shall be entitled to its reasonable attorneys’ fees, expert witness fees and costs incurred in any post-judgment proceeding to collect or enforce the judgment. This provision is separate and several and shall survive the expiration or earlier termination of this Agreement or the merger of this Agreement into any judgment on such instrument.

## ARTICLE 28 CONDEMNATION, DESTRUCTION OR DAMAGE

Section 28.1 Damage. If, after the Commencement Date, the Stadium is condemned or a taking by eminent domain occurs, or the Stadium is damaged by fire, earthquake, act of God, the elements or other casualty, and the Stadium Lease is not terminated by ECSC or StadCo, then StadCo shall proceed in accordance with the provisions of the Stadium Lease. If the Stadium Lease is terminated on account of any

such event, then this Agreement shall likewise terminate effective as of the date of termination of the Stadium Lease. In any event, StadCo shall be entitled to all insurance proceeds from StadCo's insurance policies and all condemnation claims and awards to which StadCo is entitled under the Stadium Lease, and TeamCo shall have the right to pursue a separate claim for its personal property taken and its relocation expenses, if any.

Section 28.2 Repair. If the Stadium is to be repaired under the Stadium Lease, StadCo shall repair such damage to the Stadium in accordance with the provisions of the Stadium Lease, except that TeamCo shall be responsible at its sole cost and expense for the repair, restoration and replacement of any damage to any of TeamCo's personal property and fixtures and other alterations, if any. StadCo shall not be liable for any loss of business, inconvenience or annoyance arising from any repair or restoration of any portion of the Stadium or as a result of any damage from fire or other casualty.

#### ARTICLE 29 WITHHOLDING

If any moneys become due from one Party to another hereunder and any payment or transfer thereof is, or appears to the paying Party to be, subject to Federal or other governmental licensing, withholding or other restrictive regulations, the paying Party shall not be obligated to pay over or transfer said moneys unless and until such Party shall have been satisfied by the receiving Party that the paying Party may lawfully pay over or transfer such moneys in compliance with such regulations, and subject to withholding of any such moneys if required under any such regulations.

#### ARTICLE 30 SURRENDER

TeamCo shall, on or before the end of the Term peaceably and quietly leave, surrender and yield up to StadCo (i) the Stadium and all portions thereof, free of subtenancies, sublicensees or other occupants or users, and in a reasonably clean condition and free of debris, (ii) all keys for the Stadium and any practice facility and (iii) any other property used by TeamCo for the use or occupancy of the Stadium, but excluding the Equipment owned by TeamCo.

#### ARTICLE 31 FINANCINGS, ETC.

StadCo or its affiliates (other than TeamCo) may mortgage, assign, grant a security interest in, pledge or otherwise encumber its leasehold interest in the Stadium or its interest in this Agreement, or any combination or portion thereof, as security for one or more loans obtained by StadCo or its affiliates (other than TeamCo). TeamCo shall execute and deliver and StadCo shall cause the applicable lenders or other financing parties to execute and deliver an agreement in commercially reasonable form as may be reasonably requested by such lenders or other financing parties.

#### ARTICLE 32 EXCUSE FOR PERFORMANCE

Section 32.1 Excused Performance. Subject to the provisions of this Article 32, each Party shall be excused from performance and shall not be considered to be in default with respect to any obligation hereunder, if and to the extent that its failure of, or delay in, performance is due to a Force Majeure event, provided that:

- (a) such Party gives the other Party written notice describing the particulars of the Force Majeure event as soon as is reasonably practicable;
- (b) the suspension of performance is of no greater scope and of no longer duration than is reasonably required by the Force Majeure event;
- (c) the Party uses reasonable commercial efforts to overcome or mitigate the effects of such occurrence; and
- (d) when the Party is able to resume performance of its obligations under this Agreement, such Party shall give the other Party written notice to that effect and shall promptly resume performance hereunder.

ARTICLE 33  
REPRESENTATIONS, COVENANTS AND WARRANTIES.

Section 33.1 TeamCo's Representations and Warranties.

TeamCo hereby represents, covenants and warrants as follows:

- (a) TeamCo is a limited liability company, duly organized, validly existing and in good standing under the laws of the state of Delaware, with full power and authority to conduct its business as presently conducted, to execute, deliver and perform its obligations under this Agreement.
- (b) TeamCo has taken all necessary action to authorize its execution, delivery and performance of this Agreement, including having obtained all approvals required by the NFL. This Agreement constitutes a legal, valid and binding obligation of TeamCo, enforceable against TeamCo in accordance with its terms and conditions.
- (c) The execution, delivery and performance of this Agreement by TeamCo does not and will not conflict with, or constitute a violation or a breach of, or constitute a default under, or result in the creation or imposition of any lien upon the property of TeamCo by reason of the terms of (i) charter documents or bylaws of TeamCo, (ii) any applicable law, rule or regulation binding upon or applicable to TeamCo or (iii) any material agreements to which TeamCo is a Party, except to the extent such violation or breach is not likely to have a material adverse effect on the ability of TeamCo to perform its obligations under this Agreement.
- (d) There is no action, suit, proceeding, claim, arbitration or investigation pending or, to the knowledge of TeamCo, threatened by any Person, against TeamCo or any of its assets or properties that questions the validity of this Agreement or the transactions contemplated herein or which, individually or collectively, if unfavorably determined would have a material adverse effect on the assets, conditions, affairs or prospects of TeamCo, financially or otherwise, including ability of TeamCo to perform and satisfy its obligations and duties hereunder.

Section 33.2 StadCo's Representations and Warranties.

StadCo hereby represents, covenants and warrants as follows:

- (a) StadCo is a limited liability company, duly organized, validly existing and in good standing under the laws of the state of Delaware, with full power and authority to conduct its business as presently conducted, to execute, deliver and perform its obligations under this Agreement.

(b) StadCo has taken all necessary action to authorize its execution, delivery and performance of this Agreement, including having obtained all approvals required by the NFL. This Agreement constitutes a legal, valid and binding obligation of StadCo, enforceable against StadCo in accordance with its terms.

(c) The execution, delivery and performance of this Agreement by StadCo does not and will not conflict with, or constitute a violation or a breach of, or constitute a default under, or result in the creation or imposition of any lien upon the property of StadCo by reason of the terms of (i) charter documents StadCo, (ii) any applicable law, rule or regulation binding upon or applicable to StadCo or (iii) any material agreements to which StadCo is a party, except to the extent such violation or breach is not likely to have a material adverse effect on the ability of StadCo to perform its obligations under this Agreement.

(d) There is no action, suit, proceeding, claim, arbitration or investigation pending or, to the knowledge of StadCo, threatened by any Person, against StadCo, or any of their respective assets or properties that questions the validity of this Agreement or the transactions contemplated herein or which, individually or collectively, if unfavorably determined would have a material adverse effect on the assets, conditions, affairs or prospects of StadCo, financially or otherwise, including ability of StadCo to perform and satisfy its obligations and duties hereunder.

#### ARTICLE 34 MISCELLANEOUS

Section 34.1 No Broker's Fees or Commissions. Each Party hereby represents to the other Party that such Party has not created any liability for any broker's fee, broker's or agent's commission, finder's fee or other fee or commission in connection with this Agreement.

Section 34.2 Amendment. This Agreement may be amended, modified or supplemented but only in writing signed by each of the Parties and approved in writing by the NFL, ECSC and the County.

Section 34.3 Counterparts. This Agreement may be executed and delivered in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A telecopy, facsimile or other electronic signature (such as a pdf) of any party shall be considered to have the same binding effect as an original signature.

Section 34.4 Knowledge. The term "knowledge" or words of similar import shall mean the actual knowledge after reasonable inquiry of the officers or key employees of the applicable Party with respect to the matter in question as to the date with respect to which such representation or warranty is made.

Section 34.5 Drafting. The Parties hereby acknowledge and confirm that their respective attorneys have participated jointly in the review and revision of this Agreement and that it has not been written solely by counsel for one Party. The Parties hereby further acknowledge and confirm that the language used in this Agreement is the language chosen by the Parties to express their mutual intent and that no rule of strict construction is to be applied against either Party.

Section 34.6 Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties and the Team and, to the extent provided herein, their respective affiliates, board members, agents, successors and permitted assigns. Notwithstanding the foregoing, ECSC, the County, and their affiliates, board members, agents, successors and permitted assigns are express third-party beneficiaries of this Agreement. No provision of this Agreement shall be deemed to confer upon any other Person other than

ECSC, the County, and their respective affiliates, board members, agents, successors and permitted assigns, any remedy, claim, liability, reimbursement cause of action or other right.

Section 34.7 Entire Understanding. This Agreement sets forth the entire agreement and understanding of the Parties with respect to the transactions contemplated hereby and supersedes any and all prior agreements, arrangements, and understandings between the Parties relating to the subject matter hereof, and any and all such prior agreements, arrangements, and understandings shall not be used or relied upon in any manner as parole evidence or otherwise as an aid to interpreting this Agreement.

Section 34.8 Governing Law, Venue; Waiver of Jury.

(a) New York Law. This Agreement and the transactions contemplated hereby, and all disputes between the Parties under or related to the Agreement or the facts and circumstances leading to its execution, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of New York, applicable to contracts executed in and to be performed entirely within the State of New York, without regard to the conflicts of laws principles thereof.

(b) Jurisdiction and Venue. Subject to the terms and conditions of Section 34.23, each Party hereby consents to the jurisdiction of the courts of the State of New York sitting in Erie County and/or the United States District Court for the Western District of New York in any Proceeding arising under or relating to this Agreement (with Buffalo, New York, as the venue for any Proceeding). Each Party agrees not to institute suit against the others in a court in any jurisdiction, except as stated above, without the other Parties' consent. Each such Party waives any claim that Erie County, New York or the Western District of New York is an inconvenient forum or an improper forum based on improper venue. Each such Party agrees to service of process in any form or manner permitted by law, addressed to it as set forth in Section 34.18. The Parties further agree that all matters with respect to the validity, construction or interpretation of this Stadium Lease shall be governed by and interpreted in accordance with the internal law of the State of New York, without reference to any conflict of laws provisions except for Sections 5-1401 and 5-1402 of the New York General Obligations Law. Each Party agrees that a true, correct and complete copy of this Agreement kept in a Party's course of business may be admitted into evidence as an original.

Section 34.9 Time is of the Essence. The times for performance provided in this Agreement are essential due to the obligations and expenditures of the Parties. If a time is not specified, performance shall be required promptly and with due regard to the conditions of performance of other Party in reliance thereon. All provisions in this Agreement that specify or provide a method to compute a number of days for the performance, delivery, completion or observance by a Party of any action, covenant, agreement, obligation or notice hereunder shall mean and refer to calendar days, unless otherwise expressly provided. However, if the date specified or computed under this Agreement for the performance, delivery, completion or observance of a covenant, agreement, obligation or notice by either Party, or for the occurrence of any event provided for herein, is a non-Business Day, then the date for such performance, delivery, completion, observance or occurrence shall automatically be extended to the next calendar day that is not a non-Business Day.

Section 34.10 Severability. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue. This Section 34.10 shall not be construed or implemented in a manner that substantially deprives either Party of the overall benefit of its bargain under this Agreement. In the event any provision of this Agreement expressly conflicts with any provision of the Act, the relevant provision of the Act shall control.

Section 34.11 Relationship of the Parties. TeamCo and StadCo are independent parties and nothing contained in this Agreement shall be deemed to create a partnership, joint venture, agency or employer-employee relationship between them or to grant to either of them any right to assume or create any obligation on behalf of or in the name of the other.

Section 34.12 Additional Documents and Approval. A Party, upon reasonable request of the other Party, shall execute and deliver any further documents and take any further actions as may be reasonably necessary or expedient in order to consummate the transactions provided for in, and to carry out the purpose and intent of, this Agreement.

Section 34.13 Recording of Agreement. This Agreement shall not be recorded, but at the request of either Party, the Parties shall promptly execute, acknowledge and deliver a memorandum of agreement in a form reasonably agreed upon by the Parties (and a memorandum of modification of agreement in respect of any modification of this Agreement) sufficient for recording. Such memoranda shall not be deemed to change or otherwise affect any of the obligations or provisions of this Agreement.

Section 34.14 Estoppel Certificate. TeamCo agrees that within ten (10) Business Days after receipt of a written request from StadCo, it shall execute, acknowledge, and deliver to StadCo a statement certifying (i) that this Agreement has not been assigned, supplemented, modified or otherwise amended and is in full force and effect or, if there have been modifications, that the same are in full force and effect as modified and identifying the modifications; (ii) that StadCo is not in default under any provisions of this Agreement or, if there has been a default, the nature of such default, and to the knowledge of TeamCo, there are no conditions which, with the passage of time or the giving of notice, or both, which would constitute a default under this Agreement; (iii) that to the knowledge of TeamCo, each of the obligations of StadCo required to be performed under this Agreement as of the date of such statement have been performed; and (iv) such other factual matters as may be reasonably requested by StadCo.

Section 34.15 No Personal Liability to Representatives and Owners. No owner, member, officer, director, manager, employee, agent, appointee, representative or other individual acting in any capacity on behalf of either of the Parties or their Affiliates shall have any personal liability or obligations under, pursuant to, or with respect to this Agreement for any reason whatsoever.

Section 34.16 Affiliate Services. StadCo shall have the discretion to provide any services hereunder through any Affiliate of StadCo, provided that, if any such service is provided by such an Affiliate that the resulting costs shall be borne by StadCo.

Section 34.17 Assignment. Neither this Agreement nor any of the rights, duties or obligations of TeamCo hereunder shall be assignable by TeamCo in whole or in part, whether by operation of law or otherwise, without the prior written consent of StadCo, the NFL, ECSC and the County, and any attempted or purported assignment without first obtaining such consent shall be voidable at the option of StadCo; provided, however, that (a) TeamCo may assign this Agreement to an assignee permitted under the Non-Relocation Agreement, provided that such assignee assumes full responsibility for the performance of all of the obligations of TeamCo under the Non-Relocation Agreement; and (b) StadCo may assign this Agreement to an assignee permitted under Section 13 of the Stadium Lease, provided that such assignee assumes full responsibility for the performance of all of the obligations of StadCo under the Stadium Lease. This Agreement shall apply to and bind the permitted successors and assigns of the Parties.

Section 34.18 Notices. Unless otherwise provided in this Agreement, any agreement, notice, request, consent, approval, instruction or other communication to be given hereunder by any Party to the other shall be in writing, addressed to the Parties at their respective addresses set forth below and (i) delivered personally; (ii) mailed by certified mail, postage prepaid; (iii) sent by recognized overnight

courier; or (iv) sent by email transmission with a confirmation sent by way of one of the above methods (such email notice to be effective on the date that confirmation of such transmission is received), addressed to the Party for whom it is intended at its address set forth below; provided that any Party may designate in a writing to any other Party any other address to which, and any other Person to whom or which, a copy of any such notice, request, instruction or other communication should be sent. All notices shall be effective upon receipt or rejection only.

If to TeamCo: Buffalo Bills, LLC  
One Bills Drive  
Orchard Park, New York 14127  
Attention: Ron Raccuia  
Telephone: (716) 648-1800

If to StadCo: Bills Stadium and Events Company, LLC  
One Bills Drive  
Orchard Park, New York 14127  
Attention: Ron Raccuia  
Telephone: (716) 648-1800

Section 34.19 Books and Records. Both TeamCo and StadCo shall keep at their respective offices complete, true and accurate books of account, records and contracts including sales, revenues, costs and expenses containing complete information as to the matters required to be included in the statements to be furnished to StadCo and TeamCo, as the case may be, under this Agreement. The books, records and contracts required under this Agreement to be kept shall not be destroyed for a period of three (3) years following the expiration of the year for which such books of accounts, records and contracts are kept and shall be kept in accordance with generally accepted accounting principles consistently applied.

Section 34.20 Consents Not Delayed or Conditioned. Any request, consent or waiver that, pursuant to the terms of this Agreement, is not to be unreasonably withheld by either Party hereunder, shall also not unreasonably be delayed or conditioned by such Party.

Section 34.21 Expenses. Except as otherwise provided herein, all costs and expenses incurred in connection with this Agreement shall be paid by the Party incurring such costs and expenses.

Section 34.22 Intention of Parties. The Parties hereby intend that the use and possession of the Stadium by TeamCo does not create a leasehold estate and that this Agreement does not constitute a real property lease for purposes of state or federal law, including Section 502(b)(6) of United States Bankruptcy Code.

Section 34.23 Dispute Resolution. All other disputes arising under or relating to this Agreement, or the breach or threatened breach thereof, shall be settled by arbitration, conducted in Buffalo, New York in accordance with the terms of the Stadium Lease.

Section 34.24 NFL Rules. Each Party acknowledges and agrees that each Party's obligations under this Agreement may be subject to change in accordance with any change in the NFL Rules and Regulations. If subsequent to the date of this Agreement there is any (i) amendment or modification of any NFL Rules and Regulations or (ii) adoption of any additional NFL Rules and Regulations which results, other than on a short-term temporary basis, in any material inability of TeamCo to either exercise its rights hereunder or to receive the intended benefits of such rights, then StadCo and TeamCo shall meet and confer to attempt to achieve a satisfactory solution in light of such amendment, modification or addition to any NFL Rules and Regulations, and in any event, StadCo shall use reasonable commercial efforts to mitigate

the effect of any such amendment, modification or addition. TeamCo shall promptly provide StadCo with any changes in the NFL Rules and Regulations or procedures as may from time to time be adopted before or during the term of this Agreement and which affect the operation of the Stadium during TeamCo Events.

Section 34.25 Waiver of Consequential Damages. Notwithstanding any other provision contained herein, each of StadCo and TeamCo waives its right to recover from the other any consequential, punitive, loss of business, special, indirect or similar damages.

Section 34.26 Stadium Lease. This Agreement and all rights granted to TeamCo hereunder are subject and subordinate to and limited by the terms of the Stadium Lease. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of the Stadium Lease, the Stadium Lease shall govern. TeamCo covenants to abide by all the terms and conditions of the Stadium Lease.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the undersigned have duly executed this Agreement as of the day and year first above written.

**STADCO:**

**BILLS STADIUM AND EVENTS COMPANY, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TEAMCO:**

**BUFFALO BILLS, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_