

Washington Redskins Premium Seating Terms and Conditions

1. **Possession and Use.** Licensee shall have exclusive use and possession of the number of Club Seat(s) set forth on the cover page of the Agreement (the "Club Seat(s)") for each pre-season and regular season football game played by the Washington Redskins at the Stadium ("Redskins Games"). For all events, Licensee and/or Licensee's invitees must present Club Seat tickets at the Stadium entrance or admittance will be refused. Dates and times of football games are subject to change. Additionally, provided Licensee's account is in good standing, Licensee shall have the right to purchase Redskins Post-Season home Game tickets. The fee for the Redskins Post-Season Games Club Seat(s) shall be determined by WFI Stadium, Inc. ("WFI") based on the then current market rate. Licensee shall receive notification of the issuance of the Redskins Post Season Games Club Seat(s) and such fee will be due and payable within thirty (30) days upon receipt of such notification. To the extent that Licensee is not entitled to free tickets for the Club Seat(s) for other games or events, Licensee shall generally have right of first refusal to lease the Club Seat for all other games or events, the fees for which shall be determined by WFI. Should the Licensee decide not to exercise his right of first refusal to lease his Club Seat, WFI shall then have the right to lease the Club Seat in question to a third party for that particular event. Licensee agrees that certain events such as the NFL Super Bowl and World Cup Soccer, among others, may pre-empt Licensee's first refusal right to Club Seat(s).

2. **Parking.** Parking Passes may, based on availability, be purchased each season at prevailing rates for preferred parking. Each Parking Pass issued to Licensee shall entitle the holder of such Pass to park a single non-commercial passenger vehicle in a designated preferred parking area. The Pass shall not constitute a bailment. WFI shall not be deemed to have custody of the vehicle parked or the contents thereof.

3. **Resale.** Season ticket packages or partial season ticket packages may not be advertised or sold at any price. Resale of individual tickets for individual games is only permitted through WFI's then current authorized ticket reseller, if any. Resale is not permitted on Stadium grounds.

4. **Term.** The term of the License shall be as set forth in the cover page of the Agreement. The License may not be terminated by Licensee prior to the expiration of the initial term. Each twelve (12) month period beginning February 1 and ending January 31st shall be a License Year, provided that the initial License Year may be less than twelve months in the event the Agreement is entered into after February 1.

5. **Annual License Fee.** Licensee's rights under the agreement, including the rights to have access to and use the Club Seat(s) and to obtain admission to the Stadium or the Club Seat Concourse, are subject to the conditions precedent of payment by Licensee of all sums then due WFI and upon Licensee's continued compliance with the terms and conditions of the agreement. The Annual License Fee for the Club Seat(s) will be billed to Licensee when renewal invoices are mailed. In addition, Licensee shall pay any sales, privilege, rental, use, property or other governmental taxes due on or with respect to the Annual License Fee or on account of the use of the Club Seat(s). WFI shall charge all unpaid balances to any credit card, debit card or any other payment card account furnished by Licensee. Licensee agrees that if Licensee fails to pay any License Fees or other fees or charges when due, WFI shall have the right to charge interest thereon at the rate of one and one-half percent (1.5%) per month (or the highest rate permitted by law, whichever is lesser) from the date beginning thirty (30) days after the date such payment is due and continuing on a monthly basis until the License Fee is paid. The interest charged shall be compounded. Any amount payable under this Agreement which is not paid when due shall not be considered paid until the interest charged thereon is paid in full.

6. **Access.** Upon presentation of the Club Seat ticket(s), Licensee or the holder of such Club Seat ticket(s) can access the Stadium, the Club Seat Concourse, and any areas of the Stadium open to all ticketholders during the event to which such ticket relates. The holder of a Club Seat ticket shall not be entitled to use such ticket for access to any other seating areas of the Stadium except in accordance with rules and regulations established by WFI and the Event Sponsor. "Event Sponsor" means the person or entity to whom WFI has granted the right to conduct an event within the Stadium, except where such event is exclusively and directly sponsored by WFI, in which case WFI shall be the Event Sponsor.

7. **Conduct.** Licensee shall maintain decorum, comply with all laws, rules and regulations of all governmental authorities, not suffer or permit the continuation of any use or manner of use of the Club Seat(s) in violation of the agreement, not create any nuisance and not take any action which either diminishes hazard insurance coverage for the Stadium or the Club Seat(s) or increases the premium payable for such insurance. Licensee shall be bound by and observe the terms and conditions upon which the tickets or Parking Passes are issued. Licensee assumes full responsibility for the character, acts and conduct of each individual who holds any ticket or Parking Pass issued to Licensee. For purposes of Licensee's obligations hereunder, the act of any such person shall be deemed the act of Licensee. In the event of a violation of stadium rules by a person holding a Club Seat ticket, WFI or any Event Sponsor may eject the person holding the Club Seat ticket from the Stadium or Club Seat(s) and/or terminate this Agreement.

8. **Independent Obligation to Pay.** Except as otherwise set forth herein, the obligation of Licensee to pay the Annual License Fee or other sums due to WFI under this Agreement is independent of the liabilities or limitations of WFI's concessionaires, vendors, or any Event Sponsor. Licensee shall promptly make all such payments due to WFI without any deductions, setoffs or counterclaims against such payments on account of any breach or default by or claims against any concessionaire, catering service provider or any Event Sponsor. WFI shall not be liable for and Licensee shall not assert any deduction, setoff or claim of any nature against WFI for any act or omission of or any breach or default by any concessionaire, vendor, or Event Sponsor.

9. **Food and Beverage Concessions.** Licensee shall not bring into the Stadium any food or beverage products except such food or beverage products which shall be purchased from WFI or WFI's concessionaire or catering service provider.

10. **Normal Maintenance and Repairs.** Within a reasonable period after WFI's receipt of written notice from Licensee of needed repairs or maintenance, WFI shall initiate and complete repairs to the Club Seat(s) made necessary by normal wear and tear or by damage from other causes. Licensee shall not mar, deface or otherwise damage the Club Seat(s) or other Stadium property. Licensee shall be responsible for and shall reimburse WFI for any and all costs for repairs that are not the result from normal wear and tear.

11. **Indemnity.** Licensee shall indemnify and hold WFI Stadium, Inc., Pro-Football, Inc., and their respective affiliates, parents, and subsidiaries, and each of their respective officers, directors, employees, agents or other representatives (the "Indemnified Parties") harmless against any and all claims, liabilities, losses, damages, penalties, recoveries, suits, judgments or executions, costs and expenses (including attorneys' fees and court costs) of any kind whatsoever which may be suffered by, accrued against, be charged to or recoverable from the Indemnified Parties by reason of any injury to property and/or persons occasioned by any act or omission, neglect or wrongdoing, or by reason of non-compliance with relevant laws, rules and regulations, including breach of the Club Seat Rules, by Licensee or any of its officers, directors, employees, agents, representatives, guests, invitees or any other person(s) using the Club Seat(s) and Licensee shall, at its sole cost and expense, defend and protect the Indemnified Parties against any and all such claims or demands.

Licensee and its officers, directors, employees, agents, representatives, guests, invitees or any other person(s) using the Club Seat(s) hereby assume all risks and danger incidental to the games of football and soccer, and to Stadium events generally, whether occurring prior to, during or subsequent to, the actual playing of the game or conducting of the Stadium event, including specifically (but not exclusively) the danger of being injured by balls or other missiles, and agree that WFI, the National Football League, any other sports teams playing at the Stadium, the opposing teams, their agents and players and other individuals producing, performing or participating in Stadium events are not liable for injuries from such causes.

12. Default. If (i) Licensee fails to pay when due any amounts to be paid by Licensee; (ii) Licensee or Licensee's invitee fail to observe the Club Seat Rules or engage in any conduct which causes damage or injury; (iii) Licensee makes any assignment for the benefit of creditors, adjudication that Licensee is bankrupt, insolvent or unable to pay its debts as they mature; the filing by or against Licensee of a petition to have Licensee adjudged bankrupt; or a petition for reorganization or arrangement under any law relating to bankruptcy unless, in the case of a petition filed against the Licensee, the case is dismissed within sixty (60) days after the filing thereof, the appointment of a trustee or receiver to take possession of substantially all of Licensee's assets or Licensee's interests in the agreement, or an attachment, execution or levy against substantially all of Licensee's interest in the agreement; or (iv) Licensee otherwise defaults in the performance or observation of its duties and obligations under the agreement, WFI may, at its option, terminate the rights of Licensee hereunder by giving Licensee ten (10) days prior written notice. Upon termination, WFI shall have no further obligation of any kind to Licensee, and may (a) declare the entire unpaid balance of the Annual License Fee(s) (for the current year and all future years) immediately due and payable, and (b) recoup from Licensee any signing bonus and the value of any other incentive received by Licensee pursuant to the Agreement. Any relicense of the right to use the Club Seat(s) to another party following a declaration of default shall not relieve the Licensee of its liability and obligations hereunder or reduce the amount owed by Licensee as a consequence of its default. In addition, WFI may relicense the right to use the Club Seat(s) on such terms and conditions as WFI, in its sole and absolute discretion, may determine, but WFI shall not be liable for, nor shall Licensee's obligations hereunder be diminished by reason of, any failure by WFI to relicense the right to use the Club Seat(s) or to collect any Annual License Fee and other fees or charges due upon such relicensing.

The parties agree that in the event WFI exercises its right to terminate Licensee's rights hereunder due to a default or breach as specified above, the amount of damages suffered by WFI would be difficult to ascertain. The parties therefore agree that in the event of such termination, Licensee shall pay as liquidated damages, as a reasonable estimate of the damages of WFI and not as a penalty, the fair market value of any signing bonus or other incentive provided to Licensee as part of this Agreement, plus:

(a) If two or fewer seasons are remaining in the term, the Termination Fee shall be equal to any unpaid portion of the License Fee and any other fees that were owed in the current year plus all such fees that would have been payable in any remaining years of the Agreement;

(b) If three to five seasons are remaining in the term, the Termination Fee shall be equal to any unpaid portion of the License Fee and any other fees that were owed in the current year and that would have been payable in the next year of the Agreement; and seventy-five percent (75%) of all such fees that would have been payable in each of the remaining years of the Agreement; and

(c) If six or more seasons are remaining in the term, the Termination Fee shall be equal to the sum of any unpaid portion of the License Fee and any other fees that were owed in the current year and the next year of the Agreement; seventy-five percent (75%) of all such fees that would have been payable in each of the next three years of the Agreement; and fifty percent (50%) of all such fees that would have been payable in any remaining years of the Agreement.

The foregoing remedies of WFI shall not be to the exclusion of any other right or remedy set forth herein or otherwise available to WFI in law or in equity. Licensee shall be responsible for all attorneys' fees and costs incurred by WFI in the enforcement of the agreement whether or not litigation is actually commenced and including any appellate proceedings.

13. No Waiver. No waiver by WFI of any default or breach by Licensee of its obligations hereunder shall be construed to be a waiver or release of any other or subsequent default or breach by Licensee hereunder and no failure or delay by WFI in the exercise of any remedy provided for herein shall be construed to constitute a forfeiture or waiver thereof or of any other right or remedy available to WFI.

14. Scope of License. The agreement provides Licensee with only a limited license to use and obtain access to the Stadium and the Club Seat(s) in accordance with the agreement. The agreement does not confer upon Licensee any right, title, estate or interest in the Club Seat(s), seat location, or right of renewal. WFI specifically reserves the right, to be exercised according to its sole and absolute discretion, to use and permit others access to the Stadium and to permit others to use the Club Seat(s) to the extent not otherwise conveyed to Licensee in the agreement, and to refuse to renew the License for any reason.

15. Cancellation, Postponement, Force Majeure. Licensee shall be bound by the terms and conditions established from time to time by WFI or any Event Sponsor for cancellation or postponement of a game or event. Except as otherwise set forth, WFI shall have no liability to Licensee on account of any such cancellation or postponement or other failure or deficiency in the conduct of such event. The Event Sponsor shall have no liability on account thereof except as otherwise provided on the tickets issued to Licensee pursuant to the agreement.

If an event out of the control of WFI (such as but not limited to a riot, war, terrorism, or rebellion, or fire, flood, severe storm, accident, or other act of God, or a player strike, management lockout, walk out, postponement or any other work stoppage (whether or not WFI or its affiliates has supported such work stoppage)) (a "force majeure") makes it impractical for the Washington Redskins to play one or more home games in their entirety at FedExField during the Term of the agreement, or causes the postponement or cancellation of any other event scheduled to take place at the Stadium, or if such force majeure otherwise renders any Seat licensed under the agreement unusable or prevents WFI from providing any other product or service under the agreement, then WFI's obligations under the agreement shall be suspended during the period of such inability, and such inability shall not be deemed a breach of the agreement by WFI. If any Washington Redskins regular season home game is cancelled and not rescheduled for any reason, then the Annual License Fee payable under the Agreement for that License Year shall be abated for each such regular season game that is cancelled and not rescheduled on a pro-rata basis (based on the number of regular season home games scheduled for the applicable season) and applied as a credit towards future payment obligations of Licensee hereunder (the "Credit"). This shall be the exclusive remedy for any cancelled game or for being deprived of access to the Stadium due to a force majeure. There shall be no abatement or refund for cancelled pre-season games, concerts, or other events. In no event shall any portion of the Annual License Fee be refunded.

If due to a force majeure any Washington Redskins home game is played at a location other than FedExField, WFI's obligations under the agreement will be satisfied by making commercially reasonable efforts to provide Products or Services in such other location comparable to those provided under the agreement. In the event that WFI Stadium, Inc. is unable, in its sole discretion, to provide such comparable Products or Services, Licensee shall be entitled to the Credit, which will be the exclusive remedy with respect to any game played in a location other than FedExField due to a force majeure. If any Washington Redskins home game is scheduled by the NFL (with or without the Redskins consent) to be played at a location outside the United States or cancelled and not rescheduled, Licensee shall be entitled to the Credit, which will be the exclusive remedy with respect to any such game played outside the United States.

In addition to the foregoing, in the event that more than four regular season Washington Redskins home games are cancelled and not rescheduled in any Season due to a force majeure, then, at the option of WFI, the Term of the agreement shall be extended for one additional year. In the event of such an extension of the agreement, the Annual License Fee will not be subject to an annual increase from the License Fee charged during the prior year of the Term.

A force majeure shall not release the parties from their other obligations under the agreement that are not prevented or delayed by the force majeure. A force majeure shall not include any event that a party could have prevented by any exercise of due diligence and expressly does not include financial hardship.

16. Miscellaneous.

(a) Licensee shall not sell, assign, sublicense, pledge or otherwise encumber the agreement or any of Licensee's rights or obligations hereunder without the prior written consent of WFI, which consent may be granted or withheld by WFI in its sole discretion. Any attempted sale, assignment, sublicense, pledge, transfer or encumbrance without such consent shall be void and upon demand by WFI shall be formally rescinded or at its sole option, WFI may declare a default hereunder and be entitled to all remedies provided for in Section 12. A transfer of fifty percent (50%) or greater interest (whether stock, partnership interest or otherwise) of Licensee, if Licensee is a business entity, shall be deemed to be an assignment of the agreement, whether such transfer occurs in one transaction or in any series of transactions within a fourteen (14) month period.

(b) WFI may mortgage, pledge, assign, or convey a security title or security interest in, or otherwise encumber the Club Seat(s) and the agreement as security for financing or refinancing the construction and operation of the Stadium, Club Seat(s) or for other purposes of WFI. In such event, the agreement and the rights and interests of Licensee hereunder shall be subordinate thereto. Notwithstanding the foregoing, Licensee shall attorn all rights and interests under the agreement to any such mortgagee, pledgee, assignee, grantee, creditor or lien holder if the same shall agree in writing to recognize the rights of Licensee hereunder in the event of the foreclosure or enforcement of such encumbrance, and in such event if Licensee is not then in default in the performance of Licensee's obligations under the agreement, then the rights of Licensee under the agreement shall not be impaired. If WFI mortgages, pledges, assigns or conveys a security title or security interest in, or otherwise encumbers the Club Seat(s) and the agreement, mortgagor, pledgor, assignee or holder of the security interest may request Licensee's authorization to conduct a credit check of Licensee. Without limitation of the foregoing rights of WFI, WFI shall have the full right and power to establish a single purpose entity for securitization or refinancing of Stadium revenues, and to direct that the Annual License Fee and all other fees and charges be paid to such entity or to a lock box or trustee account designated by WFI.

(c) The agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

(d) The agreement shall be governed and construed in accordance with the laws of the State of Maryland. Any dispute arising hereunder shall be heard and determined in the Maryland state or federal courts situated in either Montgomery County or Prince George's County, Maryland, and WFI and Licensee irrevocably submit to the exclusive jurisdiction of such courts in any such dispute and irrevocably waive the defense of an inconvenient forum to the maintenance of any action or proceeding in connection with such dispute. WFI and Licensee each agrees not to bring any action or proceeding in connection with any dispute arising hereunder in any other court. Licensee agrees that any and all disputes, claims and causes of action arising out of or connected with this Agreement must be resolved individually, without resort to any form of class action. WFI and Licensee each hereby waives the right to trial by jury.

(e) Any notice required hereunder shall be in writing and shall be either hand delivered, sent by registered or certified mail, return receipt requested, or by nationally recognized overnight courier service, addressed to the intended recipient at the address stated on the first page of the agreement, or to such other address of which notice has been given in accordance with the agreement. All notices addressed to WFI shall be sent to WFI Stadium, Inc., 21300 Redskin Park Drive, Ashburn, Virginia, 20147, attention: General Counsel. This paragraph shall not apply to WFI's right to exclude or remove from the Stadium or Club Seat(s) any individual who refuses to comply with, or after a request to desist such individual continues to breach, any provision of the agreement or the Stadium rules. During the term of the agreement, Licensee shall promptly notify WFI of any change in Licensee's contact information.

(f) Licensee hereby acknowledges and agrees that WFI has the right to change Licensee's assigned Club Seat at any time, and from time to time, throughout the term of the agreement to a different Club Seat(s). WFI will use its best efforts to ensure Licensee receives comparable seating. If there are choices among Club Seats, WFI will use its best efforts to assign Licensee its first choice for such different Club Seat(s).

(g) If Licensee is anything other than a sole individual, then concurrent with the execution of the agreement, and from time to time thereafter as necessary, Licensee shall appoint a sole individual as the person with the responsibility and authority to make decisions and exercise options on behalf of Licensee, and shall notify WFI in writing of such appointment. If the named Licensee herein is composed of more than one person, or is a partnership or joint venture, the respective individuals, partners or joint venture shall be jointly and severally liable hereunder, whether or not the individual partners or joint venturers are signatories to the agreement. If Licensee is a corporation, limited liability company or partnership, each individual executing the agreement on behalf of said entity represents and warrants that he or she is duly authorized to execute and deliver the agreement on behalf of said corporation, limited liability company or partnership, and that the agreement is binding upon said corporation, limited liability company or partnership in accordance with its terms.

(h) The agreement contains the entire Agreement of the parties with respect to the matters provided for herein, and shall supersede any written instrument or oral agreement previously made or entered into by the parties hereto. No amendment or modification to the agreement shall be effective unless in writing and signed by both WFI and Licensee.

(i) Licensee understands and acknowledges that WFI makes no warranties, guaranties or representations that any events, other than Redskins Games, will be held at the Stadium, and Licensee understands and acknowledges that the presentation of such other events is in no way part of the consideration for Licensee's execution of the agreement.

(j) Licensee understands and agrees that his/her image, likeness and name may be used as part of any live or recorded video display or other transmission in any media of all or part of the event as well as any materials disseminated by WFI, its affiliates, or their respective sponsors for advertising, promotional, trade, and other purposes, without any compensation to or permission from Licensee.

(k) If any provision of the agreement is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof.

(l) Licensee hereby authorizes WFI to make or perform, or to cause to be made or performed, such credit checks (of public records or otherwise) on Licensee or the principals of Licensee as WFI may deem desirable. The expenses of any such credit checks shall be borne by WFI.