

Lincoln Financial Field Suite License Terms and Conditions

These Lincoln Financial Field Suite License Terms and Conditions (the “Terms and Conditions”) and the order summary to which these terms and conditions are attached (the “Order Summary”) are collectively referred to in these Terms and Conditions as “this Agreement”. This will confirm that you (“Licensee”) have agreed to license the suite listed in the Order Summary (the “Suite”) at the stadium in Philadelphia, Pennsylvania, currently known as Lincoln Financial Field (as such stadium may be renamed from time to time, the “Stadium”) from Eagles Stadium Operator, LLC (“Licensor”), subject to the terms and conditions of the Agreement.

1. License. Subject to the terms and conditions of this Agreement and full and timely payment of the fees set forth in the Order Summary (“Licensee Fee”), Licensee shall have the right to use the Suite for the sole and exclusive purpose of viewing the event at the Stadium described in the Order Summary (the “Event(s)”) taking place at the Stadium on the scheduled date set forth in the Order Summary. Licensee shall have access to the Suite beginning two (2) hours prior to the start of the Event and shall be required to exit the Suite one (1) hour after the conclusion of the Event.

2. Tickets. As part of the consideration for the full and timely payment of the License Fee, Licensee shall receive, at no additional cost, the number of tickets set forth in the Order Summary for admission to the Suite for the Event(s). Licensor’s obligation to provide tickets under this Agreement shall be subject to applicable fire and occupancy codes and other laws and regulations. Use of the Suite by Licensee and its guests shall require the presentation of tickets for admission, and is subject to the terms and conditions under which such tickets are issued, including, without limitation, the policies adopted by the issuer of such tickets with respect to the cancellation, postponement or rescheduling of the Event(s).

3. Additional Charges. By entering into this Agreement, Licensee authorizes Licensor to use the credit card provided to obtain reimbursement for Licensee’s obligations under this Agreement (including, without limitation, any costs, expenses, losses or damages arising under this Agreement or otherwise in connection with Licensee’s use and Licensee’s guests’ use of the Suite), and acknowledge that Licensor may submit charges for such amounts and may charge such credit card accordingly. Licensee hereby agrees that Licensor may, and authorizes Licensor to, charge Licensee’s credit card to satisfy any of Licensee’s obligations under this Agreement that are not timely performed. Any such application shall not limit or exclude any of Licensor’s other rights or remedies, including, but not limited to, Licensor’s right to recover amounts in excess of the License Fee, whether by charging Licensee’s credit card for such amounts or otherwise, or to terminate the Agreement.

4. Parking. In addition to the suite license, Licensee will receive four (4) parking passes for the Event(s). Licensor shall not be liable or responsible for any loss, damage or injury to any person or property involving this parking privilege resulting from any cause whatsoever, including, but not limited to, theft or vandalism, except to the extent the same is attributable to the gross negligence of Licensor.

5. Suite Services. Licensor shall provide the following services to the Suite during the Event(s): (a) heating, air conditioning, ventilation, running hot and cold water, and electricity; (b) routine cleaning and rubbish removal; and (c) such other special services as Licensor, in its sole discretion, may offer from time to time, at such rates and on such other terms as may be established by Licensor from time to time. The costs of the services described in clauses (a) and (b) are included in the License Fee. The costs of all other services made available to the Suite or Suite guests shall be paid in addition to the License Fee and shall be paid by Licensee to Licensor (or the supplier of such services) promptly upon presentation of invoices therefor.

6. Food and Beverages. Licensee shall not permit the preparation of food in the Suite nor shall food or beverages be brought into the Suite except through Licensor or a third party duly authorized by Licensor to serve food and beverages in the Suite (the “Suite Caterer”). If Licensee wishes to purchase food and beverages, Licensee must purchase food and beverages only through Licensor or the Suite Caterer at all times that Licensee is permitted to use the Suite. Subject to any food and beverage packages described and included in the Order Summary, Licensee shall be solely responsible for and shall promptly pay, on terms established by Licensor or the Suite Caterer, all bills for the costs of all such additional food, beverages, and related services (including, but not limited to, waiter, waitress or bartender services) provided or rendered by Licensor or the Suite Caterer in connection with the use of the Suite, together with all applicable taxes and late payment fees. All amounts due under this paragraph 5 shall be in addition to the License Fee.

7. Furnishing, Alterations, and Decor. Licensee shall not make any additions or alterations to the Suite or to the fixtures, furniture and equipment in the Suite. Licensee shall not display any articles of appointment or decoration, including pictures or plants, in the Suite, without the prior written consent of Licensor, which may be granted or withheld by Licensor in its sole discretion. Any such appointments or decorations permitted by Licensor shall be made at Licensee's sole expense, and shall become the property of Licensor unless Licensee shall obtain the prior written approval of Licensor and shall agree to remove such items prior to the expiration or termination of this Agreement. If such permission is given and any appointments or decorations are removed, Licensee shall, immediately upon completion of each Event, at its own expense, repair and restore the Suite to its condition prior to the commencement of the Event (normal wear and tear excepted). Licensee agrees that it shall not cause any liens or encumbrances to be placed upon the premises and shall promptly take all action necessary to remove any such liens or encumbrances it has caused in violation of this provision. Licensee shall not place or permit the placement of any display or other signage inside or outside of the Suite that may be visible from anywhere outside of the Suite.

8. Additional Obligations of Licensee.

(a) Licensee shall keep and maintain the Suite in good repair, order and condition, except for normal wear and tear, and, in addition to the other payments provided for in this Agreement, shall reimburse Licensor for costs incurred by Licensor to repair any damage (other than normal wear and tear) caused by Licensee or Licensee's guests to the Suite or the property of Licensor therein.

(b) Licensee shall, and shall cause its guests to, abide by and observe all rules, regulations and policies established from time to time by Licensor and its affiliates pertaining to the use and occupancy of the Suite or the Stadium, including, without limitation, rules, regulations and policies governing the consumption of alcoholic beverages and fan behavior.

(c) Licensee shall, and shall cause its guests to, at all times maintain proper decorum while using the Suite and shall comply with all present and future laws, ordinances, orders, rules and regulations of all governmental authorities and will not suffer or permit any use or manner of use of the Suite in violation thereof. Licensor may exclude or remove from the Suite and the Stadium any person not complying with the terms of Sections 8(b) or 8(c).

9. Default.

(a) In the event Licensee fails to pay when due any amounts (including, without limitation, any portion of the License Fee) to be paid by Licensee pursuant to this Agreement or otherwise defaults in the performance or observation of any of its duties or obligations under this Agreement, Licensor may, at its option, (i) terminate the rights of Licensee hereunder immediately upon written notice to Licensee and/or (ii) withhold distribution of tickets and/or parking passes to Licensee for any of the Event(s) and sell those tickets and parking passes to other persons (without refund or other obligation to Licensee) until such default is cured, at which time Licensee's right to purchase or receive such tickets and parking passes shall be restored to the extent such tickets and parking passes have not otherwise been sold.

(b) Upon termination of this Agreement by Licensor under Section 9(a), (i) Licensee's right to the use and occupancy of the Suite and all other rights or benefits of Licensee under this Agreement shall end, (ii) Licensee shall remain liable for the payment of the License Fee and any other amounts due from Licensee under this Agreement as and when due, and (iii) Licensor shall have no further obligation of any kind to Licensee and may enter the Suite and remove and store all items of property of Licensee at Licensee's expense. Licensor shall have no duty to mitigate its damages as a result of a failure or default by Licensee hereunder and any amounts received by Licensor from any re-licensing of the Suite for any event shall not reduce Licensee's obligations under the preceding sentence.

(c) The remedies of Licensor in Sections 9(a) and (b) shall not limit or exclude any other right or remedy set forth herein or otherwise available to Licensor in law or in equity, including, but not limited to, Licensor's right to receive indemnification under Section 12(b).

(d) No waiver by Licensor of any default or breach by Licensee of its obligations under this Agreement shall be construed to be a waiver or release of any other default or breach or subsequent default or breach by Licensee under this Agreement, and no failure or delay by Licensor in the exercise of any right or remedy provided for in this Agreement shall be construed to constitute a forfeiture or waiver thereof or of any other right or remedy available to Licensor.

10. Unavailability of Suite.

(a) In the event of (i) any damage or destruction to the Suite or the Stadium or any other event or circumstance resulting in the Suite or the Stadium being unusable or unsuitable (as determined by Licensor in its sole discretion and not caused by Licensee) for any Event, including, but not limited to, because Licensor, the National Football League (the "NFL"), any governmental authority or any other entity takes any action that results in the playing of any Event without in-person spectators, (ii) a work stoppage or other labor disturbances involving NFL players or any other event or circumstance that results in the cancellation (but not suspension, rescheduling or postponement) of any Event, or (iii) any other event or circumstance that results in the cancellation (but not suspension, rescheduling or postponement) of the Event, then, Licensor shall, at its election (in its sole discretion) and as Licensee's sole and exclusive remedy, either (x) provide Licensee the opportunity to select a substitute event, based on availability of the Suite, which substitute event shall be within one (1) year of the original scheduled date for the cancelled Event, or (y) refund to Licensee the portion of the License Fee attributable (as determined by Licensor in its sole discretion) to the Event(s) for which the Suite is unusable or that are cancelled; provided, however, that with respect to clause (i) above, Licensor shall have no obligation to Licensee under this Section 10(a) if Licensor provides Licensee with a reasonably comparable suite at the Stadium for use during such Event.

(b) In the event that the Suite is not available for any Event because construction of the applicable Suite is not complete, as determined by Licensor in its sole discretion, then, Licensor shall, as Licensee's sole and exclusive remedy, (x) refund to Licensee the portion of the License Fee attributable (as determined by Licensor in its sole discretion) to the Event(s) for which the Suite is unavailable and (y) provide Licensee with the option to purchase the number of tickets referred to in Section 1 of the Agreement at any location that Licensor may have available in the Stadium. In the event Licensee elects to purchase tickets pursuant to this Section 10(b) by a date established by Licensor, Licensor shall reduce the refund by the amount due for such tickets.

(c) If, for any reason, the Stadium Lease (as defined below) is terminated, this Agreement shall terminate as of such date and Licensee shall be entitled, as its sole and exclusive remedy, to receive a refund of the Deposit not otherwise applied in accordance with this Agreement and any portion of the License Fee it may have paid with respect to any Event scheduled to be held after the termination date that is not held or for which Licensee is not granted the right to use the Suite.

11. Access by Licensor. Licensor and its officers, agents, employees and representatives shall have access to the Suite on such occasions and to such extent as they shall, in their sole discretion, deem necessary or appropriate to perform properly Licensor's duties and obligations under this Agreement and to determine Licensee's compliance with the rules and regulations governing the use of the Stadium and the Suite and its other duties and obligations under this Agreement (including, without limitation, during the Event(s)). For such purposes, Licensor shall retain a duplicate set of keys to the Suite and all items contained therein. Licensor may from time to time make additions or alterations to the Suite or Stadium.

12. Liability.

(a) Licensor shall not be liable or responsible for any loss, damage or injury to any person or property of Licensee or Licensee's guests in or upon the Suite, the Stadium, the parking areas or elsewhere, resulting from any cause whatsoever, including, but not limited to, theft and vandalism, except to the extent the same is attributable to the gross negligence or willful misconduct of Licensor or its officers, directors, managers, owners or employees. Licensee hereby assumes, and shall cause its guests to assume, all risks and dangers incidental to events at the Stadium, whenever or however they occur, including, without limitation, the danger of being injured by balls and other objects, and agrees that neither Licensor, nor any sports team or league, nor any other person or entity

producing, performing or participating in any Stadium event, nor any of their respective affiliates, agents and assignees, shall be liable for injuries from such causes.

(b) Licensee shall indemnify and hold harmless Licensor and its affiliates, and their respective officers, directors, managers, owners, employees and agents, from and against any liabilities, losses, damages, claims, demands, choses in action, costs and expenses, including reasonable attorneys' fees (including in any action between Licensee and Licensor or any other indemnified party), costs of investigation (whether or not litigation occurs) and litigation expenses, arising out of or related to any act or omission, breach of any provision of this Agreement, or violation of any applicable law, rule, regulation or order, by Licensee or any of its guests, employees, agents or other affiliates.

13. Miscellaneous.

(a) All notices or other communications under this Agreement shall be in writing and shall be considered given when delivered personally or sent by facsimile (with a copy by any other means for notice permitted by this Section 13(a)), one day after being sent by a nationally recognized overnight courier, or three days after being mailed by certified mail, return receipt requested, in the case of Licensor, to the address listed below and in the case of Licensee, to Licensee at the address set forth in the Order Summary (or, in either case, to such other address as the receiving party may have specified by notice to the other in a form acceptable to Licensor). Licensor shall not be responsible for any failure to provide notice as required hereunder if such failure is due to an inability to locate Licensee. For the avoidance of doubt, Licensor is authorized to send all tickets (to any function or event, including the Event(s)), parking passes, other benefits, notices and other communications regarding the Suite or the Agreement to Licensee at the e-mail or street address set forth in the Order Summary.

If to Licensor:

Eagles Stadium Operator, LLC
NovaCare Complex
One NovaCare Way
Philadelphia, PA 19145
Attn: Legal
E-mail: legaldepartment@eagles.nfl.com.

(b) Upon the conclusion of each Event, Licensee shall surrender occupancy of the Suite to Licensor in the condition in which it was originally delivered to Licensee, except for normal wear and tear and damage caused by casualty or force outside the scope of Licensee's responsibility under this Agreement.

(c) Licensee may not sell, assign, sublet, pledge or otherwise transfer or encumber any of its rights under this Agreement to any other person or entity, without the prior written consent of Licensor (which consent may be granted or withheld in its sole discretion). If Licensee is an entity, a transfer, directly or indirectly, of effective control of Licensee or of a (50%) or greater ownership interest in Licensee, in one or a series of related transactions shall be deemed an assignment for purposes of this Agreement; provided, however, that this provision shall not apply to a Licensee that has class of equity securities registered under Section 12(g) of the Securities Exchange Act of 1934, as amended.

(d) Licensor may sell, assign, pledge or otherwise transfer or encumber (each, a "transfer") this Agreement and any or all of its rights and obligations hereunder to any other entity, including, but not limited to, any source of or guarantor or insurer of financing or any trustee, collateral agent or other entity appointed in connection with such financing (each, an "Assignee"), whether by security agreement, collateral assignment, transfer or otherwise; provided, however, that such transfer shall not relieve Licensor of its obligations under this Agreement except to the extent any such Assignee assumes in writing Licensor's obligations under this Agreement. Upon reasonable prior notice from Licensor, Licensee shall make any payments due hereunder to such Assignee and shall execute and deliver any documents that Licensor or any Assignee may reasonably request to acknowledge and confirm that upon any such transfer, this Agreement will remain in full force and effect, will continue to be a legal, valid and binding obligation of Licensee enforceable in accordance with its terms (subject to applicable bankruptcy

or insolvency laws and general principles of equity), and that neither Licensee, nor to Licensee's knowledge, Licensors is in material breach or violation of this Agreement.

(e) This Agreement and the rights and interests of Licensee hereunder shall be subordinate and subject to the Sublease and Development Agreement by and between Philadelphia Authority for Industrial Development and Philadelphia Eagles Limited Partnership, as assigned, and any and all amendments thereto (the "Stadium Lease").

(f) This Agreement does not confer upon Licensee any right, title, estate or interest in the Stadium, the Suite or the furniture, fixtures, or equipment of Licensors located therein, other than the limited license to use and obtain access to the Stadium and the Suite in accordance with the Agreement.

(g) Licensee shall either pay directly or reimburse Licensors for any sales, privilege, rental, use, admission, amusement, entertainment, occupancy or other taxes or fees that may be imposed by any governmental authority with respect to or on account of the license and use of the Suite or the provision or sale of tickets and other services and benefits hereunder, other than amusement and sales taxes imposed on tickets to the Event(s) and Licensors's income taxes.

(h) Licensee understands that the image, likeness and/or name of Licensee or Licensee's guests 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 material dissemination by Licensors or its affiliates or sponsors.

(i) Licensee represents and warrants that (x) it has the full corporate, partnership or limited liability company (as applicable) power and legal authority to enter into and perform this Agreement in accordance with its terms; (y) all necessary corporate, partnership or limited liability company (as applicable) approvals for the execution, delivery, and performance by Licensee of this Agreement have been obtained; and (z) this Agreement has been duly executed and delivered by Licensee and constitutes a legal, valid and binding obligation of Licensee enforceable in accordance with its terms.

(j) This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania applicable to agreements made and to be performed entirely in Pennsylvania.

(k) This 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 by them with respect to those matters.

(l) This Agreement, and all the terms and provisions hereof, shall inure to the benefit of and be binding upon the parties hereto, and their respective heirs, executors, administrators, personal representatives, and permitted successors and permitted assigns. No amendment or modification to this Agreement shall be effective unless the same is in writing and signed by both Licensors and Licensee.