

CONTRACT FOR EXECUTIVE SUITE
(the "Agreement")

Contract Date: October 17, 2005

FILE

Licensee Name:

Address:

(No P.O.

Boxes)

Contact:

Home

Address:

Phone (Day):

Mobile Phone:

Fax:

E-Mail Address:

EIN#, SS# or Drivers

Lic. # and State:

Home Phone:

Account No.:

EXECUTIVE SUITE:

Location of Executive Suite (the "Suite"):

Number of Tickets in Executive Suite:

14

Term of Contract (Years):

10**

Licensee's rights hereunder commence with the 1st game of the 2007 Season.***

ANNUAL LICENSE FEE

ESTIMATED 2007 PRINCE GEORGE'S COUNTY ADMISSION TAX:

(The 13.3% County admissions tax, computed on the highest stadium seat ticket price per seat for each ticket to all Redskins games, is not included in the Annual License Fee. Each year the tax amount is subject to adjustment if the County or Maryland Comptroller's office adjusts the tax rate or the basis for assessment. Any such adjustment will be included in a future billing statement.)

SECURITY DEPOSIT:

n/a

TOTAL PAYMENT DUE

OTHER BENEFITS:

- a. **Guest Passes:** Licensee shall receive four (4) guest passes per game at no additional cost. With these passes, guests sitting in Club Seats or general admission seats will be allowed to visit the Suite.
- b. **Parking Passes:** Licensee shall receive four (4) premium parking passes per game at no additional cost. Licensee may purchase additional season parking passes, subject to availability.

*This Suite location is subject to change at WFI Stadium, Inc.'s sole discretion; however, if the Suite is relocated, the new Suite location will be equal or better to the Suite currently listed above. In order to qualify as "equal or better", an alternative suite location must be: (i) on the same level or a lower level; (ii) located either (1) closer to the center of an endzone than the current Suite, or (2) between the thirty yard lines on the side of the field; and (iii) have comparable or greater value.

** Unless due to any termination due to default or any other provision herein, the initial term of this Agreement shall expire on the latter of January 31, 2007 or the final game of the 2006 season. This License may not be terminated by Licensee prior to the expiration of the initial term.

*** During each License Year during the term of this Agreement, Licensee shall have the rights to the Suite as set forth herein for all preseason and regular season home games with the option to lease the Suite for playoff games under the Terms and Conditions herein.

**** Payment of the first year's License Fee, Admission Tax and Security Deposit are due upon execution of this Agreement. For all subsequent years, payment of the License Fee and Admission Tax shall be due no later than April 1.

***** Subject to all credits due to Licensee and its affiliates as outlined in the attached Exhibit I.

Upon full execution of this Agreement, the parties agree that Licensee has exercised its renewal option and WFI Stadium, Inc. has fully satisfied its obligations under the Amended and Restated Contract for Loge Box dated September 22, 1999, previously entered into by Licensee as [REDACTED] and WFI Stadium, Inc. (the "Contract"). Nothing herein shall be deemed to amend or otherwise alter either parties obligations under the contract and the terms of such Contract shall remain in full force and effect for the full duration of the term of such Contract.

In consideration of the Total Payment Due, and any part thereof, the terms of this Agreement and the mutual promises therein, and other valuable consideration, the parties agree to the terms of this Agreement. The attached Terms and Conditions are adopted and incorporated by reference as if fully set forth herein. Licensee acknowledges the Terms and Conditions attached hereto, acknowledges that he/she has read and understood said Terms and Conditions, acknowledges that the Terms and Conditions constitute an integral part of this Agreement and are not mere recitals, and further expressly agrees to be bound by the Terms and Conditions herein. In addition, Licensee agrees to observe all rules, regulations, and policies adopted or administered by WFI Stadium, Inc. and all governmental or quasi-governmental agencies in relation to stadium events, any of which may be modified from time to time. The submission of this License Agreement, and any subsequent drafts, does not represent a reservation of a Suite. This License Agreement becomes effective only upon the full execution of same by both Licensee and WFI Stadium, Inc.

WFI STADIUM, INC.

By:

[SEAL]

Date:

(Print Name & Title)

LICENSEE:

By:

[SEAL]

Date:

1. **Possession and Use.** Licensee shall have exclusive use and possession of the Executive Suite for each pre-season and regular season football game subject to the terms set forth on the cover page of this agreement played by the Washington Redskins at the Stadium ("Redskins Games"). Licensee shall generally have right of first refusal to lease the Executive Suite for all other games or events such as post-season playoff games and concerts, the fees for which shall be determined by WFI Stadium, Inc. Should the Licensee decide not to exercise his right of first refusal to lease the Executive Suite, WFI Stadium, Inc. shall then have the right to lease the Executive Suite 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 your first refusal right to your Executive Suite. This Agreement constitutes a license of use only and shall not be deemed to create a tenancy right for the Licensee in the Suite or any other area of the Stadium.

2. **Executive Suite Tickets.** WFI Stadium, Inc. shall provide, at no additional cost to Licensee, Executive Suite tickets for each pre-season and regular season football game played by the Washington Redskins at the Stadium. For all events, Licensee and/or Licensee's invitees must present Executive Suite tickets at the Stadium entrance or admittance will be refused. Dates and times of football games are subject to change.

3. **Guest Passes.** Licensee's invitees possess permit Licensee's guests who have tickets for admission to another part of the Stadium to visit the Executive Suite but not the Club Concourse. However, Licensee shall not have more than ten (10) additional persons over the Executive Suite seating capacity in the Executive Suite at any one time.

4. **Parking.** Additional 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 Stadium, Inc. shall not be deemed to have custody of the vehicle parked or the contents thereof.

5. **Furniture and Special Services.** WFI Stadium, Inc. shall provide the following to the Executive Suite:

(a) During all games and events for which the Stadium is open for use by the general public, at WFI Stadium, Inc.'s expense, water, sewage, electrical and gas utilities as supplied to the Executive Suite. WFI Stadium, Inc. may make an additional charge for such services for use of the Executive Suite at other times;

(b) During, sweeping and cleaning the Executive Suite and rubbish removal and disposal following each Stadium game or event. WFI Stadium, Inc. may make an additional charge for such services for use of the Executive Suite at other times;

(c) WFI Stadium, Inc. shall make available a telephone jack (the actual costs of telephone service shall be at Licensee's option and expense);

(d) WFI Stadium, Inc. shall make available food and beverage service to the Executive Suite in accordance with such procedures outlined in the Executive Suite Rules and at such reasonable and customary prices as WFI Stadium, Inc. or its catering service provider may establish; and

(e) WFI Stadium, Inc. may elect to offer special services at such rates and terms established from time to time by WFI Stadium, Inc.

6. **Right to Control Sound and Lighting.** WFI Stadium, Inc. shall have the right to limit the use of lighting and sound from any source within the Executive Suite, including television sets and radios.

7. **Exclusive Source of Tickets.** WFI Stadium, Inc. or its designated ticket concessionaire, shall be the exclusive source through which Executive Suite tickets may be acquired by Licensee. No tickets acquired by Licensee from any other source, including tickets acquired directly from an Event Sponsor, or ticket agent for an Event Sponsor, shall entitle Licensee or other holder of such ticket to obtain access to the Executive Suite or entitle Licensee or such holder to exercise any rights under this Agreement. Licensee shall not sell, or offer for sale, any Executive Suite ticket or Parking Pass issued to Licensee hereunder, and any such sale shall be deemed a material breach of this Agreement.

8. **Term and Option to Renew.** The term of this License shall be as set forth on the cover page of this Agreement. This License may not be terminated by Licensee prior to the expiration of the initial term. The License granted herein shall commence on the date this Agreement is countersigned by WFI Stadium, Inc. The period beginning with the date this Agreement is countersigned by WFI Stadium, Inc. and ending on January 31st of the following calendar year shall be the first License Year, unless otherwise stated on the cover page of this Agreement. Each successive twelve (12) month period ending January 31st shall be a License Year.

9. **Security Deposit and License Fee.** As security for the prompt and full payment of all fees, including the License Fee and Licensee's full and faithful performance of obligations hereunder and as security for all obligations of Licensee and its affiliates to WFI Stadium, Inc. and any of WFI Stadium, Inc.'s affiliated entities, Licensee will deposit with WFI Stadium, Inc. the sum, set forth on the cover page of this Agreement, as the security deposit ("Security Deposit"). The Security Deposit may be commingled with other of WFI Stadium, Inc.'s funds, and may be used by WFI Stadium, Inc. for any business purpose. If Licensee complies with all terms and conditions of this Agreement, the Security Deposit will be refundable subject to offset or reduction for claims of WFI Stadium, Inc. and its affiliated entities against Licensee and its affiliates. If, at any time during the term of this Agreement, any portion of the License Fee or any other amount payable by Licensee or any of its affiliates to WFI Stadium, Inc. or any affiliate of WFI Stadium, Inc. is not promptly paid when due, then WFI Stadium, Inc. may, without prior notice and without waiving any other remedy which it may have under this Agreement, appropriate and apply all or any portion of the Security Deposit to the payment of amount. Licensee shall, upon written demand of WFI Stadium, Inc., remit to WFI Stadium, Inc. an amount sufficient to restore the Security Deposit to the original sum deposited. Licensee's failure to do so within five (5) business days after receipt of such demand shall constitute a breach of this Agreement. If Licensee's right to use the Executive Suite is terminated, or if Licensee breaches any term or condition of this Agreement, then WFI Stadium, Inc. may, at its option, retain the entire security deposit, and any part thereof, as liquidated damages. Otherwise, the Security Deposit shall be returned to Licensee within thirty (30) days after the expiration of the term of this Agreement, or any renewal term, less any costs and expenses incurred by WFI Stadium, Inc., as a result of Licensee's use of the Executive Suite or to enforce the provisions of this Agreement. No interest will be paid on the Security Deposit.

Licensee's rights under this Agreement, including the rights to have access to and use the Executive Suite and to obtain admission to the Stadium or the Executive Suite, are subject to the conditions precedent of payment by Licensee to WFI Stadium, Inc. of all sums then due WFI Stadium, Inc. and upon Licensee's continued compliance with the terms and conditions of this Agreement.

License Fees and Admission Tax for the Suite will be due no later than April 1 of each year (with the exception of the initial year which is due upon execution of this Agreement or as otherwise expressly stated on the cover page of this Agreement). In addition, Licensee shall pay any sales, privilege, rental, use, property or other governmental taxes due on or with respect to the License Fee or on account of the use and possession of the Executive Suite.

10. **Access.** Subject to the provisions of this Agreement, Licensee's right to use the Executive Suite will accrue after the date this Agreement is countersigned by WFI Stadium, Inc. Licensee's right to access the Executive Suite is conditioned on holding Redskins Game or event tickets. WFI Stadium, Inc., its employees, agents and other representatives shall have access to the Executive Suite on such occasions and to such extent as WFI Stadium, Inc., in its sole discretion, shall deem necessary or appropriate for the proper performance of the duties and obligations required or contemplated to be performed by WFI Stadium, Inc. or to be observed by Licensee under this Agreement or under rules and regulations governing the use of the Stadium. WFI Stadium, Inc. may retain duplicate keys to the Executive Suite and to all cabinets or closets in the Executive Suite. Licensee shall not change such locks or otherwise restrict or impede WFI Stadium, Inc.'s access to the Executive Suite or such cabinets or closets.

11. **Conduct.** Licensee shall maintain proper 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 Executive Suite in violation of this Agreement, not create any nuisance and not take any action which either diminishes hazard insurance coverage for the Stadium or the Executive Suite 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, including such terms and conditions which may prohibit or restrict any right to resell such tickets or passes.

Licensee assumes full responsibility for the character, acts and conduct of each individual who holds any ticket or Parking Pass issued to Licensee, or otherwise admitted to the Stadium or to the Executive Suite with the consent of Licensee. For purposes of Licensee's obligations hereunder, the act of any such person shall be deemed the act of

Licensee. WFI Stadium, Inc. or any Event Sponsor may exclude from the Stadium or Executive Suite or immediately terminate the access of any individual to obtain access to or remain within the Executive Suite or Stadium and remove or cause to be removed such person therefrom. Any such termination may be oral or written, as may be appropriate in the judgment of WFI Stadium, Inc. or Event Sponsor, and shall be effective immediately.

12. **Independent Obligation to Pay.** Except as otherwise set forth herein, the obligation of Licensee to pay the License Fee, food and beverage concession charges, the price of any tickets or other sums due to WFI Stadium, Inc. or due to WFI Stadium, Inc.'s concessionaire or catering service provider or any of the respective affiliates of such persons or entities. Nothing in this Paragraph shall prevent Licensee from bringing an independent action against WFI Stadium, Inc., any concessionaire, catering service provider or Event Sponsor.

WFI Stadium, Inc. shall not be liable for and Licensee shall not assert any deduction, setoff or claim of any nature against WFI Stadium, Inc. for any act or omission of or any breach or default by any concessionaire, catering service provider or Event Sponsor. Licensee shall be bound by the terms and conditions established from time to time by WFI Stadium, Inc. or any Event Sponsor for cancellation or postponement of a game or event. Except as otherwise set forth, WFI Stadium, Inc. 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 this Agreement.

If (i) any strike or other labor disturbance results in cancellation of any pre-season or regular season Redskins Games for which tickets are to be provided by WFI Stadium, Inc., or (ii) such game is canceled by reason of damage to or destruction of the Stadium, or (iii) the Executive Suite is not usable for such game as a result of damage to or destruction of the Executive Suite; then for each such game so canceled or for which the Executive Suite is not usable, WFI Stadium, Inc. shall, at its election, either refund or credit against the next License Fee payment an amount arrived at by dividing the number of Redskins Games for which the Executive Suite is unusable (not counting post-season games) by the total number of regularly scheduled Redskins games in the stadium during the applicable year multiplied by the License Fee. If such cancellation occurs in the license year immediately preceding the License expiration date, then WFI Stadium, Inc. shall refund such amount to Licensee. Licensee agrees that if Licensee fails to pay any License Fee or other fees or charges when due, WFI Stadium, Inc. shall have the right to charge interest (herein 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.

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

14. **Normal Maintenance and Repairs.** Within a reasonable period after WFI Stadium, Inc.'s receipt of written notice from Licensee of needed repairs or maintenance, WFI Stadium, Inc. shall initiate and complete repairs to the Executive Suite and to the property of WFI Stadium, Inc. therein and to electrical, heating, air conditioning, plumbing, pipes and conduit systems located in or serving or affecting the premises. Licensee shall maintain the Executive Suite in good repair, order and condition, except for normal wear and tear. Licensee shall be responsible for and shall reimburse WFI Stadium, Inc. for any and all costs for repairs that are not the result from normal wear and tear. WFI Stadium, Inc. shall not be obligated to provide maintenance or repairs on any items or property placed in the Executive Suite by Licensee.

15. **INDEMNITY.** NEITHER WFI STADIUM, INC. NOR ANY OF ITS AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, INSURERS OR STOCKHOLDERS (EACH, A "WFI PARTY") SHALL BE LIABLE OR RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY TO ANY PERSON OR TO ANY PROPERTY OF LICENSEE OR LICENSEE'S INVITEES IN, AROUND, OR UPON THE EXECUTIVE SUITE OR THE STADIUM PROPERTY, RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THEFT, VANDALISM OR THE CRIMINAL OR NEGLIGENT ACTS OF THIRD PARTIES, AND THE NEGLIGENT ACTS OF ANY WFI PARTY, NOR SHALL ANY WFI PARTY BE LIABLE OR RESPONSIBLE FOR ANY OTHER LOSS, DAMAGE OR INJURY ARISING, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION WITH THE USE OF THE EXECUTIVE SUITE BY LICENSEE OR ITS INVITEES, OR IN CONNECTION WITH THE PRESENCE OF THE LICENSEE OR ITS INVITEES ON OR AROUND THE STADIUM PROPERTY.

LICENSEE SHALL INDEMNIFY AND HOLD EACH WFI PARTY HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, LOSSES, DAMAGES, PENALTIES, RECOVERIES, SUITS, JUDGMENTS OR EXECUTIONS, COSTS AND EXPENSES (INCLUDING ATTORNEY'S FEES AND COURT COSTS) OF ANY KIND WHATSOEVER WHICH MAY BE SUFFERED BY, ACCRUED AGAINST, CHARGED TO OR RECOVERABLE FROM A WFI PARTY OCCURRING WITHIN THE STADIUM OR WAYS OR WALKS ADJACENT THERETO, OR OUTSIDE THE STADIUM BY REASON OF ANY INJURY TO PROPERTY AND/OR PERSONS OCCASIONED BY ANY ACT, NEGLIGENCE, WRONGDOING, NON-COMPLIANCE WITH ANY LAWS, RULES, STATUTES, ORDINANCES, AND REGULATION BY ANY PERSON OR ENTITY, INCLUDING ANY WFI PARTY, AND INCLUDING BREACH OF THE EXECUTIVE SUITE RULES AND THE TERMS OF THIS AGREEMENT, BY LICENSEE OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, GUESTS, INVITEES OR ANY OTHER PERSON(S) USING THE EXECUTIVE SUITE, AND LICENSEE SHALL, AT ITS SOLE COST AND EXPENSE, DEFEND AND PROTECT ANY WFI PARTY AGAINST ANY AND ALL SUCH CLAIMS OR DEMANDS.

IT IS FURTHER AGREED AND UNDERSTOOD THAT ENTRY INTO, PRESENCE IN AND EXIT FROM THE STADIUM SHALL BE UNDERTAKEN BY LICENSEE AND LICENSEE'S INVITEES AND OR GUESTS AT THEIR OWN RISK AND THAT NO WFI PARTY SHALL BE LIABLE TO LICENSEE OR ANY PARTY WHOMSOEVER FOR ANY CLAIMS, DEMANDS, INJURIES, DAMAGES, ACTIONS, OR CAUSES OF ACTION WHATSOEVER, TO PERSON OR PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE SUCH ENTRY INTO, PRESENCE IN AND EXIT FROM THE STADIUM OR IN CONNECTION WITH ANY EVENT HELD THEREON OR FOR THE USE OF THE SERVICES AND FACILITIES OF ANY WFI PARTY. IT IS FURTHER AGREED AND UNDERSTOOD THAT LICENSEE AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, GUESTS, VISITORS AND INVITEES HEREBY ASSUME ALL RISKS AND DANGER INCIDENTAL TO ATTENDANCE AT THE STADIUM OR DURING THE GAMES OF FOOTBALL AND SOCCER, TO STADIUM EVENTS GENERALLY, TO THE ATTENDANCE OF STADIUM EVENTS AND PRESENCE UPON THE INTERIOR AND EXTERIOR STADIUM PROPERTY FOR ANY PURPOSE, 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, STADIUM EQUIPMENT, MEDIA EQUIPMENT, THE ACTIONS OF OTHER STADIUM ATTENDEES, AND THE CONDITION OF THE PREMISES INSIDE AND OUTSIDE THE STADIUM, AND AGREES THAT EACH WFI PARTY, 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. IT IS FURTHER AGREED AND UNDERSTOOD THAT LICENSEE EXPRESSLY HEREBY FOREVER RELEASES AND DISCHARGES PRO-FOOTBALL, INC. AND WFI STADIUM, INC. FROM ALL ACTS OF PRIMARY OR PASSIVE NEGLIGENCE ON THE PART OF PRO-FOOTBALL, INC. AND WFI STADIUM, INC., AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, STOCKHOLDERS, INSURERS, AND REPRESENTATIVES AGAINST ANY AND ALL SUCH CLAIMS OR DEMANDS.

Default. If (i) Licensee fails to pay when due any amounts (including without limitation the License Fee) to be paid by Licensee or any of Licensee's affiliates to WFI Stadium, Inc. or any of WFI Stadium, Inc.'s affiliated entities; (ii) Licensee or Licensee's invitee fail to observe the Executive Suite 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 this Agreement, or as attachment, execution or levy against substantially all of Licensee's interest in this Agreement; or (iv) Licensee breaches any term or condition of this Agreement; all of which shall constitute a "default" under this section; or if Licensee shall otherwise default in the performance or observation of its duties and obligations under this Agreement or any other agreement with WFI Stadium, Inc. or any of its affiliated entities, WFI Stadium, Inc. may, at its option, terminate the rights of Licensee hereunder by giving Licensee ten (10)

Days prior written notice, except in the case of a default under (iii) above, in which case this Agreement shall terminate automatically and shall not require any additional action by Licensee. If Licensee shall not have cured the default or breach specified in said notice within the ten (10) day period, WFI Stadium, Inc. may terminate the right of Licensee to use and possess the Executive Suite and all other rights and privileges of Licensee and declare the entire unpaid balance of the License Fee (for the current and all future years) immediately due and payable, whereupon WFI Stadium, Inc. shall have no further obligation of any kind to Licensee, and may enter the Executive Suite and remove all items of property of Licensee for storage at Licensee's expense. Upon declaring a default hereunder, WFI Stadium, Inc. may draw upon any Security Deposit and apply the same against amounts due from Licensee to WFI Stadium, Inc. Any release of the right to use and possess the Executive Suite to another party following a declaration of default shall not relieve the Licensee of its liability and obligations hereunder. In addition, WFI Stadium, Inc. may release the right to use and possess the Executive Suite for such terms (which may extend beyond the date on which this Agreement would have expired but for Licensee's default) and on such terms and conditions as WFI Stadium, Inc., in its sole and absolute discretion, may determine, but WFI Stadium, Inc. shall not be liable for, nor shall Licensee's obligations hereunder be diminished by reason of, any failure by WFI Stadium, Inc. to release the right to use and possess the Executive Suite or to collect any License Fee due upon such releasing.

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

No waiver by WFI Stadium, Inc. 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 Stadium, Inc. 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 Stadium, Inc. Licensee agrees that if Licensee fails to pay any License Fees or other fees or charges when due, WFI Stadium, Inc. 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.

16. **Articles of Appointment.** Licensee may supply and install at its own cost articles of appointment, such as pictures, plants or insignia of reasonable size and in good taste. Decisions as to the reasonable size and good taste are determined solely by WFI Stadium, Inc. Placement within the Executive Suite of such items shall be in such manner and in such location as WFI Stadium, Inc. may in writing consent. Licensee and its invitees hereby waive any and all rights of recovery against WFI Stadium, Inc. for loss or damage to Licensee's or its invitee's articles of appointment or any items of Licensee's or its invitee's property, whether or not said loss or damage is caused by the negligent acts or omissions of WFI Stadium, Inc. Licensee shall not make any additions or alterations in the interior or exterior of the Executive Suite or to the fixtures, furnishings and equipment therein, and, except with respect to articles of appointment, shall not place or permit to be placed within the Executive Suite any nails, hooks, racks, screws or other devices into parts of the Executive Suite, or the fixtures and furnishings placed therein, or otherwise affix anything thereto, without the prior written consent of WFI Stadium, Inc. Licensee shall not allow in the Executive Suite any heating, cooking or other similar appliances or equipment or audio or visual recording or broadcast device of any kind, unless approved in writing or supplied by WFI Stadium, Inc.

17. **Scope of License.** This Agreement provides Licensee with only a limited license to use and obtain access to the Stadium and the Executive Suite in accordance with this Agreement. This Agreement does not confer upon Licensee any right, title, estate or interest in the Stadium, the Executive Suite or the furniture, fixtures or equipment of WFI Stadium, Inc. located therein. WFI Stadium, Inc. 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 Executive Suite to the extent not otherwise conveyed to Licensee in this Agreement.

18. **Miscellaneous.** (a) Prior to the expiration date, or the earlier termination of the License, Licensee shall remove from the Executive Suite all property of Licensee placed therein unless property has been affixed, thereby becoming property of WFI Stadium, Inc. Any property not so removed shall be deemed abandoned and may be disposed of by WFI Stadium, Inc. WFI Stadium, Inc. has no duty to account for such property or the proceeds of any disposition of such property.

(b) Upon the expiration date or upon the earlier termination of this Agreement, Licensee shall deliver within ten (10) days to WFI Stadium, Inc. all keys to the Executive Suite and any cabinets or closets therein, and all unexpired tickets and Parking Passes.

(c) Licensee shall not sell, assign, sublicense, pledge or otherwise encumber this Agreement or any of Licensee's rights or obligations hereunder without the prior written consent of WFI Stadium, Inc. which consent may be granted or withheld by WFI Stadium, Inc. in its sole discretion. Any attempted sale, assignment, sublicense, pledge, transfer or encumbrance without such consent shall be void and upon demand by WFI Stadium, Inc. shall be formally rescinded or at its sole option WFI Stadium, Inc. may declare a default hereunder and be entitled to all remedies provided for in Section 17 above. 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 this Agreement whether such transfer occurs in one transaction or in any series of transactions within a fourteen (14) month period.

(d) WFI Stadium, Inc. may mortgage, pledge, assign, or convey a security title or security interest in, or otherwise encumber the Executive Suite and this Agreement as security for financing or refinancing the construction and operation of the Stadium or Executive Suites or for other purposes of WFI Stadium, Inc. In such event, this Agreement and the rights and interests of Licensee hereunder shall be subordinate thereto. Notwithstanding the foregoing, Licensee shall retain all rights and interests under this Agreement to any such mortgage, pledge, assignment, 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 this Agreement, then the rights of Licensee under this Agreement shall not be impaired. If WFI Stadium, Inc. mortgages, pledges, assigns or conveys a security title or security interest in, or otherwise encumbers the Executive Suite and this Agreement, mortgagee, pledgee, 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 Stadium, Inc., WFI Stadium, Inc. shall have the full right and power to establish a single purpose entity for securitization or refinancing of Stadium revenues, and to direct that all License Fees be paid to such entity or to a lock box or trustee account designated by WFI Stadium, Inc.

(e) This 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.

(f) This Agreement shall be governed and construed in accordance with the laws of the State of Maryland.

(g) No amendment or modification to this Agreement shall be effective unless in writing and signed by both Licensee and an officer of WFI Stadium, Inc.

(h) During the term of this Agreement, Licensee shall promptly notify WFI Stadium, Inc. of any change in Licensee's contact information set forth on the first page of this Agreement.

(i) 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 this Agreement, or to such other address of which notice has been given in accordance with this Agreement. All notices addressed to WFI Stadium, Inc. shall be sent to WFI Stadium, Inc., 21300 Redskin Park Drive, Ashburn, Virginia, 20147, attention Jay Storn, Chief Financial Officer (teletype number [REDACTED]). This paragraph shall not apply to WFI Stadium, Inc.'s right pursuant to the Executive Suite Rules and Stadium Rules, to exclude or remove from the Stadium or Executive Suite any individual who refuses to comply with, or after a request to desist such individual continues to breach, any provision of this Agreement or the Executive Suite Rules and/or Stadium Rules.

(j) WFI Stadium, Inc. agrees to use reasonable efforts to ensure the terms and conditions are uniformly enforced, but shall not be liable to Licensee for violation of such regulations by any users of the Executive Suite or its invitees.

(k) If Licensee is anything other than a sole individual, then concurrent with the execution of this 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 Stadium, Inc. in writing of such appointment.

(l) 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 this Agreement.

(m) If Licensee is a corporation, limited liability company or partnership, each individual executing this Agreement on behalf of said corporation, limited liability company or partnership represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, limited liability company or partnership, and that this Agreement is binding upon said corporation, limited liability company or partnership in accordance with its terms.

(n) Licensee shall at any time within ten (10) days after presentation by WFI Stadium, Inc. execute, acknowledge and deliver to WFI Stadium, Inc. a statement in writing: (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect) and the date and amount of fees paid hereunder; and (ii) acknowledging that there are not, to the Licensee's knowledge, any unsecured defaults by WFI Stadium, Inc. hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by WFI Stadium, Inc. and any of WFI Stadium, Inc.'s lenders.

(o) Licensee represents that it has not dealt with any real estate broker or agent (collectively, "broker") in connection with this Agreement. Licensee shall indemnify each WFI Party and hold each WFI Party harmless from all costs and liabilities including attorney's fees and court costs arising from any fees claimed by any Broker by reason of any act or alleged act of such WFI Party.

(p) This Agreement, along with any Sponsorship, Marketing, Vendor, or other similar written agreement executed by both parties, contain 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.

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

(r) Licensee understands 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 printed material disseminated by WFI Stadium, Inc.

(s) No waiver by WFI Stadium, Inc. of any failure by Licensee to perform Licensee's obligations herein shall be construed to be a waiver or release of any other or subsequent failure by Licensee. No failure or delay by WFI Stadium, Inc. in the exercise of any remedy available to WFI Stadium, Inc. on account of a breach or Default shall be construed to constitute a forfeiture or waiver of any remedy available to WFI Stadium, Inc. during the continuance of such breach or Default.

(t) All improvements made by WFI Stadium, Inc. to Executive Suite including all walls, wall coverings, floor coverings, ceilings, lighting or electrical fixtures, fixtures such as cabinets or closets, furniture, equipment or inventory placed therein or affixed thereto by WFI Stadium, Inc. shall be and remain the sole property of WFI Stadium, Inc. No property of WFI Stadium, Inc. may be altered or removed from Executive Suite by Licensee at any time without WFI Stadium, Inc.'s prior written approval. Any and all pre-approved alterations will be performed at the sole expense of Licensee.

(u) WFI Stadium, Inc. makes no warranties, guarantees or representations that any events, other than Redskins Games, will be held in the Stadium. Licensee acknowledges the presentation of such other events is in no way part of the consideration for Licensee's execution of this Agreement.

(v) WFI Stadium, Inc. makes no guarantee, warranty or representation with respect to Stadium access or the availability of any specific entrances, exits, means of ingress, or means of egress.

(w) Licensee and its invitees and guests agree to abide by the safety and security policies of the Stadium, as may be altered from time to time, and expressly consent to the search and seizure of person and property, including the touching of persons and property by any WFI Party and by County, State, and Federal law enforcement personnel, for the purposes of enforcing Stadium security policies.

(x) Licensee hereby authorizes WFI Stadium, Inc. 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 Stadium, Inc. may deem desirable. The expenses of any such credit checks shall be borne by WFI Stadium, Inc.

19. **Definitions.** (a) "Common Areas" shall mean all areas of the Stadium made available to the general public; (b) "Event Sponsor" means the person or entity to whom WFI Stadium, Inc. has granted the right to conduct an event within the Stadium, except where such event is exclusively and directly sponsored by WFI Stadium, Inc., in which case WFI Stadium, Inc. shall be the Event Sponsor; (c) "Executive Suite" includes the interior surfaces of the ceilings, floors and walls of the Executive Suite, including glass partitions and all furniture, fixtures and equipment placed by WFI Stadium, Inc. therein, and keys to the Executive Suite and any cabinets or closets therein; (d) "Executive Suite Rules" shall mean these terms and conditions together with any other rules or regulations, whether or not published, that govern Licensee's use of the Suite; and (e) "Stadium" shall mean the venue in which the Suite is located, currently FedEx Field, located at 1600 FedEx Way, Landover, MD 20785.

20. **Force Majeure.** WFI Stadium, Inc. shall be excused from the performance of any obligation of WFI Stadium, Inc. hereunder during and for so long as WFI Stadium, Inc.'s performance is prevented by Acts of God, weather conditions, war or other national emergency, active terrorism or terrorist threat, any civil disturbance, strikes or labor disputes against WFI Stadium, Inc. or its contractors, unavailability of materials or labor to WFI Stadium, Inc. or its contractors, or shortage of materials or labor or transportation facilities, or the orders or directives of any court or government agency.

Licensee acknowledges that it has read and that it understands the terms and conditions of the Agreement.

Licensee Initials: _____ Date: _____

WFI Stadium, Inc. Initials: [REDACTED] Date: 1/28/05

days prior written notice, except in the case of a default under (11) a. which use this Agreement shall terminate automatically and shall not require any additional action by WFL Stadium, Inc. If Licensee shall not have cured the default or breach specified in said notice within the ten (10) day period, WFL Stadium, Inc. may terminate the right of Licensee to use and possess the Executive Suite and all other rights or privileges of Licensee and declare the entire unpaid balance of the License Fee (for the current and all future years) immediately due and payable, whereupon WFL Stadium, Inc. shall have no further obligation of any kind to Licensee, and may enter the Executive Suite and remove all items of property of Licensee for storage at Licensee's expense. Upon declaring a default hereunder, WFL Stadium, Inc. may also enter upon any Security Deposit and apply the Executive Suite in whole or in part to WFL Stadium, Inc. Any release of the right to use and possess the Executive Suite in whole or in part following a declaration of default shall not relieve the Licensee of its liability and obligations hereunder. In addition, WFL Stadium, Inc. may release the right to use and possess the Executive Suite for such term(s) (which may extend beyond the date on which this Agreement would have expired had it not for Licensee's default) and on such terms and conditions as WFL Stadium, Inc., in its sole and absolute discretion, may determine, but WFL Stadium, Inc. shall not be liable for, nor shall Licensee's obligations hereunder be diminished by reason of, any failure by WFL Stadium, Inc. to release the right to use and possess the Executive Suite or to collect any License Fee due upon such releasing.

The foregoing remedies of WFL Stadium, Inc. shall not be to the exclusion of any other right or remedy set forth herein or otherwise available to WFL Stadium, Inc. in law or in equity. Licensee shall be responsible for all expenses (cost and costs incurred) by WFL Stadium, Inc. in the enforcement of this Agreement, whether or not litigation is actually commenced and including any appropriate proceedings. Licensee hereby waives trial by jury.

No waiver by WFL Stadium, Inc. 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 WFL Stadium, Inc. 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 WFL Stadium, Inc. Licensee agrees that if Licensee fails to pay any License Fee or other fee or charges when due, WFL Stadium, Inc. 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 lower) from the date beginning thirty (30) days after the date such payment is due and continuing on a monthly basis until the Licensee's 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.

16. **Access to Appointment.** Licensee may supply and install at its own cost articles of appointment, such as plaques, plants or figurines of reasonable size and in good taste. Decision as to the reasonable size and good taste are determined solely by WFL Stadium, Inc. Placement within the Executive Suite of such items shall be in such manner and in such location as WFL Stadium, Inc. may in writing consent. Licensee and its invitees hereby waive any and all rights of recovery against WFL Stadium, Inc. for the loss or damage to Licensee's or its invitee's articles of appointment or any items of Licensee's or its invitee's property, whether or not said loss or damage is caused by the negligence, active or omission of WFL Stadium, Inc. Licensee shall not make any additions or alterations to the interior or exterior of the Executive Suite or to the fixtures, furnishings and equipment therein, and, except with respect to articles of appointment, shall not place or attach to be placed within the Executive Suite any nails, hooks, nails, screws or other devices into parts of the Executive Suite or the fixtures and furnishings placed therein, or otherwise affect anything therein, without the prior written consent of WFL Stadium, Inc. Licensee shall not allow in the Executive Suite any heating, cooking or other similar appliances or equipment or radio or video recording or transmission device of any kind, unless approved in writing or supplied by WFL Stadium, Inc.

17. **Access to License.** This Agreement provides Licensee with only a limited license to use and obtain access to the Stadium and the Executive Suite in accordance with this Agreement. This Agreement does not confer upon Licensee any right, title, claim or interest in the Stadium, the Executive Suite or the fixtures, furniture or equipment of WFL Stadium, Inc. located therein. WFL Stadium, Inc. 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 Executive Suite to the extent not otherwise conveyed to Licensee in this Agreement.

18. **Miscellaneous.** (a) Prior to the expiration date, or the earlier termination of the License, Licensee shall remove from the Executive Suite all property of Licensee placed therein unless property has been affixed, thereby becoming property of WFL Stadium, Inc. Any property not so removed shall be deemed abandoned and may be disposed of by WFL Stadium, Inc. WFL Stadium, Inc. has no duty to account for such property or the proceeds of any disposition of such property.

(b) Upon the expiration date or upon the earlier termination of this Agreement, Licensee shall deliver within ten (10) days to WFL Stadium, Inc. all keys to the Executive Suite and any cabinets or closets therein, and all unexpired tickets and Parking Passes.

(c) Licensee shall not sell, assign, sublease, pledge or otherwise encumber this Agreement or any of Licensee's rights or obligations hereunder without the prior written consent of WFL Stadium, Inc. which consent may be granted or withheld by WFL Stadium, Inc. in its sole discretion. Any attempted sale, assignment, sublease, pledge, transfer or encumbrance without such consent shall be void and upon demand by WFL Stadium, Inc. shall be severally rescinded or as in sole option WFL Stadium, Inc. may declare a default hereunder and be entitled to all remedies provided for in Section 17 above. A transfer of this permit (10%) 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 this Agreement whether such transfer occurs in one transaction or in any series of transactions within a fourteen (14) month period.

(d) WFL Stadium, Inc. may mortgage, pledge, assign, or convey a security title or security interest in, or otherwise encumber the Executive Suite and this Agreement as security for financing or refinancing the construction and operation of the Stadium or Executive Suite or for other purposes of WFL Stadium, Inc. In such event, this Agreement and the rights and interests of Licensee hereunder shall be subordinate thereto. Notwithstanding the foregoing, Licensee shall retain all rights and interests under this Agreement to say such mortgage, pledge, assignment, grant, transfer or lien holder if the latter shall agree in writing to subordinate the rights of Licensee hereunder in the event of the foreclosure or enforcement of such encumbrance, and in such event if Licensee is not in default in the performance of Licensee's obligations under this Agreement, then the rights of Licensee under this Agreement shall not be prejudiced. If WFL Stadium, Inc. mortgages, pledges, assigns or conveys a security title or security interest in, or otherwise encumbers the Executive Suite(s) and this Agreement, mortgage, pledge, assignment 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 WFL Stadium, Inc., WFL Stadium, Inc. shall have the full right and power to establish a single purpose entity for consolidation or refinancing of Stadium revenues, and to direct that all Licensee Fees be paid in such entity or to a bank not as trustee account designated by WFL Stadium, Inc.

(e) This Agreement shall inure to the benefit of and be binding upon the parties herein, their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

(f) This Agreement shall be governed and construed in accordance with the laws of the State of Maryland.

(g) No amendment or modification to this Agreement shall be effective unless in writing and signed by both Licensee and an officer of WFL Stadium, Inc.

(h) During the term of this Agreement, Licensee shall promptly notify WFL Stadium, Inc. of any change in Licensee's contact information set forth on the first page of this Agreement.

(i) 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 this Agreement, or to such other address of which notice has been given in accordance with this Agreement. All notices addressed to WFL Stadium, Inc. shall be sent to WFL Stadium, Inc., 21300 Robison Park Drive, Ashburn, Virginia, 20147, attention: Jay Mann, Chief Financial Officer (teletype number: [REDACTED]). This paragraph shall not apply to WFL Stadium, Inc.'s right pursuant to the Executive Suite Rules and Stadium Rules, to exclude or remove from the Stadium or Executive Suite any individual who refuses to comply with, or after a request to obtain such individual continues to breach, any provision of this Agreement or the Executive Suite Rules and Stadium Rules.

(j) WFL Stadium, Inc. agrees to use reasonable efforts to ensure the terms and conditions are uniformly enforced, but shall not be liable to Licensee for violation of such regulations by any users of the Executive Suite or their invitees.

(k) If Licensee is anything other than a sole individual, then concurrent with the execution of this Agreement, and from time to time thereafter as necessary, Licensee shall appoint a sole individual as the person with the

responsibility and authority to represent and exercise options on behalf of Licensee, and shall notify WFL Stadium, Inc. in writing of such appointment.

(l) 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 venture are signatories to this Agreement.

(m) If Licensee is a corporation, limited liability company or partnership, each individual executing this Agreement on behalf of said corporation, limited liability company or partnership represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, limited liability company or partnership, and that this Agreement is binding upon said corporation, limited liability company or partnership in accordance with its terms.

(n) Licensee shall at any time within ten (10) days after presentation by WFL Stadium, Inc. execute, acknowledge and deliver to WFL Stadium, Inc. a statement in writing: (1) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect) and the date and amount of fees paid hereunder; and (2) acknowledging that there are not, to the Licensee's knowledge, any unpaid defaults by WFL Stadium, Inc. hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by WFL Stadium, Inc. and any of WFL Stadium, Inc.'s invitees.

(o) Licensee represents that it has not dealt with any real estate broker or agent (collectively, "Broker") in connection with this Agreement. Licensee shall indemnify and hold WFL Stadium, Inc. harmless from all costs and liabilities including attorney's fees and court costs arising from any fees claimed by any Broker by reason of any act or alleged act of such WFL Stadium, Inc.

(p) This Agreement, along with any Sponsorship, Marketing, Vendor, or other similar written agreement executed by both parties, 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.

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

(r) Licensee understands 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 printed material disseminated by WFL Stadium, Inc.

(s) No waiver by WFL Stadium, Inc. of any failure by Licensee to perform Licensee's obligations hereunder shall be construed to be a waiver or release of any other or subsequent failure by Licensee. No failure or delay by WFL Stadium, Inc. in the exercise of any remedy available to WFL Stadium, Inc. on account of a breach or default shall be construed to constitute a forfeiture or waiver of any remedy available to WFL Stadium, Inc. during the continuance of such breach or default.

(t) All improvements made by WFL Stadium, Inc. to Executive Suite including all walls, wall coverings, floor coverings, ceilings, lighting or electrical fixtures, fixtures such as cabinets or closets, furniture, equipment or inventory placed therein or affixed thereto by WFL Stadium, Inc. shall be and remain the sole property of WFL Stadium, Inc. No property of WFL Stadium, Inc. may be stored or removed from Executive Suite by Licensee at any time without WFL Stadium, Inc.'s prior written approval. Any and all pre-approved alterations WFL be performed at the sole expense of Licensee.

(u) WFL Stadium, Inc. makes no warranties, guarantees or representations that any event, other than Reliance Games, will be held in the Stadium. Licensee acknowledges the presentation of such other events is in no way part of the consideration for Licensee's execution of this Agreement.

(v) WFL Stadium, Inc. makes no guarantee, warranty or representation with respect to Stadium access or the availability of any specific concessions, exits, means of ingress, or means of egress.

(w) Licensee and its invitees and guests agree to abide by the safety and security policies of the Stadium, as may be altered in its discretion from time to time, and expressly consent to the search and seizure of persons and property, including the searching of persons and property by any WFL Stadium and by County, State, and Federal law enforcement personnel, for the purposes of enforcing Stadium security policies.

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

19. **Definitions.** (a) "Common Areas" shall mean all areas of the Stadium made available to the general public; (b) "Event Sponsor" means the person or entity to whom WFL Stadium, Inc. has granted the right to conduct an event within the Stadium, except where such event is exclusively and directly sponsored by WFL Stadium, Inc., in which case WFL Stadium, Inc. shall be the Event Sponsor; (c) "Executive Suite" includes the interior surfaces of the ceiling, floors and walls of the Executive Suite, including glass partitions and all furniture, fixtures and equipment placed by WFL Stadium, Inc. therein, and keys to the Executive Suite and any cabinets or closets therein; (d) "Executive Suite Rules" shall mean these terms and conditions together with any other rules or regulations, whether or not published, that govern Licensee's use of the Suite; and (e) "Stadium" shall mean the venue in which the Suite is located, currently FedEx Field, located at 1600 Puddle W-W, Landover, MD 20715.

20. **Force Majeure.** WFL Stadium, Inc. shall be excused from the performance of any obligation of WFL Stadium, Inc. hereunder during and for so long as WFL Stadium, Inc.'s performance is prevented by Act of God, weather conditions, war or other national emergency, active terrorist or terrorist threat, any civil disturbances, strikes or labor disputes against WFL Stadium, Inc. or its contractors, unavailability of materials or labor in WFL Stadium, Inc. or its contractors, or shortage of materials or labor or transportation facilities, or the orders or directives of any court or government agency.

Licensee acknowledges that it has read and that it understands the terms and conditions of the Agreement.

Licensee Initials: [REDACTED]

Date: 11/28/05

WFL Stadium, Inc. Initials: [REDACTED]

Date: [REDACTED]