

PREMIUM CONCESSION MANAGEMENT AND LICENSE AGREEMENT
among
THE METROPOLITAN FOOTBALL STADIUM DISTRICT,
STADIUM MANAGEMENT COMPANY, LLC,
PDB SPORTS, LTD.,
and
EPICUREAN ENTERTAINMENT, LLC
d/b/a
EPICUREAN SPORTS ENTERPRISES, LLC

October 28, 1999

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PREMIUM CONCESSION MANAGEMENT AND LICENSE AGREEMENT

PREMIUM CONCESSION MANAGEMENT AND LICENSE AGREEMENT ("Agreement") dated as of October 28, 1999 (the "Effective Date"), among the METROPOLITAN FOOTBALL STADIUM DISTRICT, a body corporate and politic and a political subdivision of the State of Colorado (the "District"), STADIUM MANAGEMENT COMPANY, LLC, a Colorado limited liability company ("SMC"), PDB SPORTS, LTD., a Colorado limited partnership ("PDB"), and EPICUREAN ENTERTAINMENT, LLC d/b/a EPICUREAN SPORTS ENTERPRISES, LLC a Colorado limited liability company ("Premium Concessionaire").

RECITALS

A. The District, PDB and SMC have entered into the Lease concerning the construction, construction funding, lease, maintenance, operation and management of the Stadium.

B. PDB and SMC have entered into the Sublease permitting PDB to host professional football games at the Stadium.

C. The District, SMC and PDB desire to obtain the services of the Premium Concessionaire to manage and operate certain Catering services at the Stadium, and Premium Concessionaire is willing to provide its services to manage and operate certain Catering services at the Stadium.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties agree as follows:

1. Definitions

1.1 Capitalized terms used herein but not defined herein shall have the respective meanings ascribed thereto in **Schedule I** hereto, unless the context requires otherwise.

2. Rules of Construction

2.1 Defined terms in this Agreement (including **Schedule I** hereto) shall include in the singular number the plural and in the plural number the singular.

2.2 The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement (including **Schedule I** hereto) shall, unless otherwise expressly specified, refer to this Agreement as a whole and not to any particular provision of

this Agreement, and all references to Articles, Sections, Exhibits and Schedules shall be references to Articles, Sections, Exhibits and Schedules of this Agreement unless otherwise expressly specified. Exhibits and Schedules to this Agreement shall be deemed incorporated by reference in this Agreement.

- 2.3 Unless otherwise stated, any reference in this Agreement to any Person shall include its permitted successors and assigns and, in the case of any Governmental Authority, any Person succeeding to its functions and capacities.
- 2.4 Unless otherwise defined herein, terms relating to insurance shall have the meanings customarily associated with such terms in the insurance industry.
- 2.5 Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms.
- 2.6 The words "include," "includes," and "including " shall not be limiting, and shall be deemed in all instances to be followed by the phrase "without limitation."
- 2.7 References to "days " shall mean calendar days, unless otherwise indicated.
- 2.8 Unless the context clearly requires otherwise, the word "or" is not exclusive.
- 2.9 In this Agreement in the computation of periods of time from a specified date to a later specified date, the word "from " means "from and including " and the words "to" and "until " each mean "to but excluding."
- 2.10 This Agreement is the result of negotiations among and has been reviewed by each Party hereto and their respective counsel. Accordingly, this Agreement shall be deemed to be the product of all Parties hereto, and no ambiguity shall be construed in favor of or against any Person.
- 2.11 Unless an approval, consent, request, requirement or determination is said to be within the "sole" or "sole and absolute" discretion of a Party, all references to the approval, consent, request, requirement or determination of a Party in any provision of this Agreement shall be deemed to mean within such Party's discretion, exercised reasonably, even if the term "reasonable" is not specified in such provision.
- 2.12 Whenever this Agreement requires the consent or approval of SMC and PDB before Premium Concessionaire may take any action, Premium Concessionaire will be deemed to have obtained such consent or approval, during any period of time that SMC remains a party to this Agreement, if Premium Concessionaire has received the consent or approval, of SMC alone; provided, however, that in the event that Premium Concessionaire receives notice that SMC's interest in the Lease is transferred, assigned or otherwise terminated, Premium Concessionaire will not be deemed to have obtained the consent of PDB as a result of having obtained such consent or approval of SMC alone.

- 2.13 Whenever this Agreement requires the consent or approval of a Party, unless otherwise expressly specified herein, the consent or approval of such Party shall be deemed to have occurred if the Party whose consent or approval is required has not responded to a request for such consent or approval within seven (7) days after receipt of such request in writing.
- 2.14 The District and SMC shall not be jointly and severally liable to Premium Concessionaire as a result of any obligations or performance under the terms of this Agreement; provided, however, that the District and SMC shall be jointly and severally obligated to pay the Early Termination Fee pursuant to the provisions of Section 59.3 and the Unamortized Premium Concessionaire Investment and Unamortized Equipment Investment. To the extent that contractual liability to Premium Concessionaire cannot be allocated to the District for obligations and performance relating to District Catered Events or District actions, and to SMC for obligations and performance relating to SMC Catered Events or SMC actions, liability to Premium Concessionaire arising as a result of any shared obligations or performance under the terms of this Agreement shall be apportioned seventy-five percent (75%) to the District and twenty-five percent (25%) to SMC. With respect to negligence claims, this Section 2.14 shall not be construed or interpreted to override any apportionment of fault or degrees of negligence in an arbitration proceeding or by a court of competent jurisdiction applying comparative negligence principles under Colorado law.
- 2.15 This Agreement shall not be construed or interpreted as amending the Lease or the Sublease or as modifying the respective rights and obligations of the District, SMC or PDB under the Lease and the Sublease. Reference to terms and provisions of this Agreement as being subject to the Lease and the Sublease is made for the purpose of reaffirming the terms and provisions of the Lease and the Sublease among the District, SMC and PDB and for the purpose of reaffirming that the grant of any license under this Agreement by SMC or PDB is conditioned upon the Lease and the Sublease remaining in effect and shall not be construed or interpreted as limiting or restricting the rights of Premium Concessionaire under this Agreement.

3. Term

- 3.1 Subject to the provisions of Article 59, the term of this Agreement (the "Term") shall commence on the Effective Date and shall expire on the first Business Day following the expiration of thirty (30) days from the date the last Home Game is played at the Stadium at the conclusion of the tenth (10th) NFL Season played, in whole or in part, at the Stadium (the "Expiration Date").

4. Grant of License and Use of Catering Areas and Staff and Loading Dock Areas

- 4.1 Grant of License - Catering Areas. The District, SMC and PDB hereby grant, subject to the provisions of the Lease and the Sublease, to Premium Concessionaire a license to use the Catering Areas, Improvements and Equipment commencing on the Stadium Completion Date and continuing through the remainder of the Term (the "License Term"), subject to and in accordance with the provisions of this Agreement. Each Catering Area may be changed, altered, relocated, increased or decreased in size from time to time (a "Catering Areas Alteration") as jointly determined by the District and SMC, each in the exercise of their sole discretion, after consultation with the Premium Concessionaire, provided that (i) the District and SMC shall provide Premium Concessionaire with reasonable prior written notice of any Catering Areas Alteration, (ii) the Catering Areas following any such Catering Areas Alteration shall, in the aggregate, be of substantially comparable utility, square footage and level of finish for each use of the Catering Areas, and (iii) the District and SMC shall reimburse the Premium Concessionaire for all out-of-pocket expenses incurred by Premium Concessionaire for licenses and permits required as a result of any Catering Areas Alteration. The District and SMC shall be solely responsible for the cost and expense of implementing a Catering Areas Alteration except to the extent a Catering Areas Alteration constitutes a Catering Areas Repair and Replacement in which event funds from the Catering Areas Repair and Replacement Reserve Fund may be used by the District and SMC in accordance with the provisions of Article 55.
- 4.2 Grant of License - Staff Areas. The District, SMC and PDB hereby grant to Premium Concessionaire a license to use the Staff Areas during the License Term, subject to and in accordance with the provisions of this Agreement and subject to the provisions of the Lease and the Sublease. The Parties hereto acknowledge that the District, SMC and PDB have entered (or will enter) into an agreement (the "General Concession Agreement") with the Concessionaire to provide for the operation of all Concessions to the Stadium Bowl and Club Seats and all Premium Concessions in the Club Lounges and such other Concessions and Catering services as may be requested by an Event Host. The General Concession Agreement includes the granting of a license to the Concessionaire to use the Staff Areas jointly with the Premium Concessionaire, and the Premium Concessionaire agrees throughout the License Term to fully cooperate with the District, SMC, PDB and the Concessionaire in sharing the use of the Staff Areas with the Concessionaire; provided that the General Concession Agreement requires Concessionaire to fully cooperate with the District, SMC, PDB and Premium Concessionaire in the use of such Staff Areas. The District and SMC reserve the right to implement reasonable rules to govern the sharing of the Staff Areas by the Premium Concessionaire and Concessionaire and, if so implemented, such rules shall be deemed to constitute part of the Stadium Rules for all purposes under this Agreement.
- 4.3 Loading Dock Areas. Premium Concessionaire shall have reasonable access to the Loading Dock Areas of the Stadium for the operation of Stadium Catering subject to such reasonable rules as may be jointly implemented by the District and SMC. The

Premium Concessionaire acknowledges that it shall not be entitled to the exclusive use of the Loading Dock Areas.

- 4.4 Restrictions on Use. Premium Concessionaire and Premium Concessionaire Parties shall use the Stadium Premises and Equipment solely for purposes of fulfilling and performing the Obligations. Use of the Stadium Premises or Equipment for purposes other than fulfilling the Obligations without, in each instance, the prior written approval of the District and SMC (which approval may be withheld in the sole and absolute discretion of the District or SMC) shall be prohibited. Premium Concessionaire shall not conduct or permit to be conducted any activity, or place any equipment in or about the Catering Areas, or the Stadium or Real Property which is not customarily conducted at the Similar Local Facilities by entities providing services comparable to the services provided by the Premium Concessionaire under this Agreement and which will in any way increase the rate or cause the cancellation of any insurance coverage maintained by the District or SMC covering the Real Property, the Stadium or its operation (collectively, "Stadium Insurance Coverages"). Premium Concessionaire shall not operate any gasoline or diesel fuel powered device (not including devices powered by natural gas or propane) in the Stadium without the prior written consent of the District and SMC, which consent may be withheld in their sole and absolute discretion. Premium Concessionaire shall only transport Food, Beverages, Equipment, supplies or other personal property through areas of the Stadium (i.e., concourses and elevators) reasonably designated by the District and SMC.
- 4.5 Private Use Prohibition. Premium Concessionaire shall not permit the private use, by Premium Concessionaire Parties, of the Stadium Premises, Equipment, the Stadium, the Real Property or any part thereof without in each case having obtained the prior written approval of the District and SMC (which approval may be withheld in the sole and absolute discretion of the District or SMC).
- 4.6 License Limitations. This Agreement provides Premium Concessionaire with a license to use and obtain access to the Stadium, Catering Areas, Staff Areas, Improvements and Equipment for the limited purposes expressly set forth in this Agreement and subject to all the terms and conditions of this Agreement. This Agreement does not confer upon Premium Concessionaire any title, estate, leasehold or interest in the Stadium, Real Property, Catering Areas, Staff Areas, Improvements, Equipment or any other property owned by the District, SMC, PDB or any other Person located at the Stadium or on the Real Property; provided, however, that in the event that the District and SMC fail to pay, in accordance with the provisions of Section 62.1, the Unamortized Equipment Investment upon a termination of this Agreement, the Parties agree that the provisions of Section 62.1 shall apply and Premium Concessionaire shall be permitted to exercise its remedies under Section 62.1.
- 4.7 Non-Stadium Event. No portion of the Stadium Premises or Equipment shall be used by Premium Concessionaire for Non-Stadium Events, without the prior written

consent of SMC in each such instance, which consent may be withheld in the sole and absolute discretion of SMC. If Premium Concessionaire proposes to utilize any portion of the Stadium Premises or Equipment to serve or facilitate a Non-Stadium Event, Premium Concessionaire must obtain the written approval of SMC not less than two (2) Business Days prior to such Non-Stadium Event, which approval shall be conditioned upon Premium Concessionaire's agreement to pay the Off Premise Use Fee. If Premium Concessionaire proposes to serve or facilitate more than twelve (12) Non-Stadium Events in any Contract Year, Premium Concessionaire must obtain the written approval of the District (which approval may be withheld in the sole and absolute discretion of the District), in addition to the approval of SMC required hereunder, not less than two (2) Business Days prior to such Non-Stadium Event. Receipts from Non-Stadium Events shall not be included in Gross Receipts or District Gross Receipts.

- 4.8 Marketing Area. SMC agrees to cause the Marketing Area to be improved, in accordance with **Schedule II-A**, on or before October 1, 2001. The improvements to the Marketing Area shall be comparable to the standard Stadium doors, hardware, ceiling tiles, electrical fixtures, paint and floor coverings used in the completion of SMC's administrative offices located on the Plaza Level of the Stadium. Premium Concessionaire shall only use the Marketing Area for an administration, marketing and sales offices pertaining exclusively to Stadium Catering. Premium Concessionaire shall be responsible for furnishing and equipping the Marketing Area at its sole cost and expense and such furnishings and equipment shall not constitute a part of the Equipment hereunder and shall remain the sole and exclusive property of Premium Concessionaire. Notwithstanding any provision contained in Section 4.1 to the contrary, in the event Premium Concessionaire fails to generate a minimum of Five Hundred Thousand and No/100 Dollars (\$500,000.00) of Gross Receipts exclusively from Stadium Catered Events during any Contract Year, SMC shall have the right to terminate Premium Concessionaire's license to use the Marketing Area upon delivery of written notice ("Marketing Area Termination Notice"). In the event SMC delivers the Marketing Area Termination Notice to Premium Concessionaire, Premium Concessionaire's license to use the Marketing Area shall terminate on that date (the "Marketing Area Termination Date") which is the sixtieth (60th) day following the date of the delivery of the Marketing Area Termination Notice, and in such event Premium Concessionaire shall completely vacate the Marketing Area on or before the Marketing Area Termination Date.

5. Access to and Inspections of the Stadium Premises

- 5.1 Stadium Ingress and Egress. The District, SMC and PDB shall at all times have the right to the free and unobstructed use, occupation and control of the Stadium and Real Property and of ingress and egress for themselves and their Licensees, Patrons, Event Participants, invitees and the general public subject to the Stadium Rules and the provisions of the Lease and Sublease.

5.2 Access for Installations, Alterations, Inspections, Maintenance and Posting. The District, SMC and PDB, subject to the provisions of the Lease and Sublease, shall have the right at all times to enter upon any portions of the Catering Areas and Staffing Areas for legitimate purposes including: (i) the inspection, repair, replacement, alteration or improvement of the Stadium, Real Property, Catering Areas, Staffing Areas, Improvements or Equipment; (ii) the installation, repair, replacement, alteration or improvement of any Stadium Systems; (iii) the performance of janitorial or maintenance services; (iv) the observance of Premium Concessionaire's performance of its Obligations; and, (iv) the posting of any notice which is required by Law or which the District, SMC or PDB deems necessary to protect the District, SMC or PDB or their respective interests in the Stadium or the Real Property. Any mortgagee or beneficiary of a deed of trust encumbering the Stadium, the Real Property or any portion or interest therein (including the Lender or any of the Banks) shall also, after reasonable prior notice to Premium Concessionaire, have the right of access to the Catering Areas and Staffing Areas at any time to inspect the Catering Areas, Staffing Areas, Improvements and Equipment. Except in the case of an emergency such rights to access the Catering Areas and Staffing Areas shall not be exercised in a manner which will unreasonably interfere with Premium Concessionaire's operation of Stadium Catering.

5.2.1 Except in cases of emergency, the District, SMC and PDB agree to give reasonable prior oral notice to Premium Concessionaire of the District's, SMC's or PDB's intent to enter upon any Catering Areas or Staffing Areas. Prior notice of intent to enter upon any Catering Areas or Staffing Areas is not required in cases of emergency. Upon Premium Concessionaire's request, the District, SMC and PDB shall allow an employee, agent or representative of Premium Concessionaire to be present during any inspection of the Catering Areas or Staffing Areas by the District, SMC or PDB. Except in cases of an emergency, the District, SMC and PDB agree to give not less than one Business Day's oral notice to the General Manager of the District's, SMC's or PDB's intent to enter upon those areas of the Catering Areas which are used exclusively for storage of Alcoholic Beverages ("Liquor Storage Areas"). Premium Concessionaire shall use only those portions of the Catering Areas approved by the District and SMC as Liquor Storage Areas. Premium Concessionaire shall provide access to the Liquor Storage Areas when requested and shall provide supervision by an employee or agent during such times that access is provided.

5.2.2 In order to effectuate the rights of access and entry by the District, SMC or PDB under this Section 5.2, Premium Concessionaire shall provide the District, SMC and PDB, at all times, with (i) duplicate keys to all locks within or to the Catering Areas (except Liquor Storage Areas); (ii) access codes or cards for all security systems or devices within or to the Catering Areas (except Liquor Storage Areas); and (iii) combinations for all combination locks within or to the Catering Areas (except Liquor Storage Areas). Notwithstanding any provision in this subsection 5.2.2 to the

contrary, Premium Concessionaire shall not be required to provide the District, SMC and PDB with keys, access codes or cards and combinations to Premium Concessionaire's file cabinets, computers and other similar items of office equipment containing Premium Concessionaire's files and records.

- 5.3 Quarterly Inspections. Complete inspections of the Stadium Premises and Equipment shall be conducted by the Premium Concessionaire, District and SMC at least four times per year during the months of January, April, July and October and at such other times, if any, as may be requested by the District and SMC in their sole and absolute discretion. Inspections pursuant to this Section 5.3 shall be conducted by representatives of the District and SMC, accompanied by the General Manager. The District and SMC shall provide PDB with not less than five (5) Business Days' prior written notice of the date and time of any inspection scheduled pursuant to this Section 5.3, and PDB shall have the right to have a representative present at such inspections.
- 5.4 Inspections During NFL Seasons. In addition to inspections conducted pursuant to Section 5.3, during NFL Seasons, weekly inspections will be scheduled for all Stadium Premises, and Equipment by representatives of the District, SMC and PDB, accompanied by the General Manager.
- 5.5 Inspection Reports. Within five (5) Business Days after an inspection is conducted pursuant to Section 5.3 and at such other times deemed advisable in the sole and absolute discretion of the District and SMC, SMC shall complete and deliver to the Premium Concessionaire, the District and PDB a report in form and content reasonably acceptable to the District (i) summarizing the inspection; (ii) describing any corrective measures to be taken by the Premium Concessionaire as a result of such inspection and (iii) providing a reasonable deadline by which Premium Concessionaire must complete such corrective measures consistent with the Obligations.
- 5.6 Pre-Event Inspection. Premium Concessionaire shall be responsible for the inspection of Stadium Premises and Equipment on the day immediately preceding each Catered Event to confirm that the Stadium Premises and Equipment are in proper condition for the operation of Stadium Catering during such Catered Event; provided, however, that Premium Concessionaire shall not have such duty to inspect prior to any Catered Event at which Premium Concessionaire is not obligated to provide Stadium Catering.

6. Operation Rules and Regulations; Compliance with Laws; Licenses

- 6.1 Event Rules and Regulations. The District and SMC shall have the right to jointly implement and adopt reasonable rules, regulations, policies and procedures for access to the Stadium, the operation of Stadium Catering at Catered Events and for the use of Stadium Premises and Equipment at all times, including during Catered Events, and in connection with Non-Stadium Events (collectively the "Stadium Rules"), so

long as such Stadium Rules are consistent with all Laws, the terms of this Agreement and are consistently applied to all other third party vendors at the Stadium. Premium Concessionaire agrees that it shall comply with all Stadium Rules during its operation of Stadium Catering during Catered Events and in connection with Non-Stadium Events. District and SMC shall provide Premium Concessionaire with a copy of Stadium Rules and any changes and modifications thereof as promptly as possible, and the Premium Concessionaire shall not be responsible for compliance with any Stadium Rules or any changes and modifications thereof until the Premium Concessionaire has obtained written notice of the same. The District and SMC agree not to promulgate any Stadium Rule which would unreasonably interfere with Premium Concessionaire's exclusive rights under Section 10.1 or with Premium Concessionaire's operations required or permitted hereunder.

- 6.2 Compliance with Laws. Premium Concessionaire shall, at its sole expense, promptly comply with and observe all Laws and Other Agreements governing the operation of Stadium Catering or its use of the Stadium Premises and Equipment including (i) any Environmental Laws relating to the use and disposal of chemical or caustic cleaning agents and other Hazardous Materials, (ii) the Best Management Practices in connection with the Stadium's gray water conveyance system, and (iii) any Laws or Stadium Rules relating to the condition of the Stadium Premises and the sanitation and purity of Food and Beverages. Notwithstanding any provision to the contrary in this Section 6.2, Premium Concessionaire shall not be required to make alterations to the Stadium Premises required by any Laws except to the extent alterations are required as a result of alterations made by or at the request of Premium Concessionaire. Premium Concessionaire shall not discriminate against nor permit any discrimination by any Premium Concessionaire Party against any potential Stadium Employee or Patron in the operation of Stadium Catering on any basis prohibited by Law or by any of the Other Agreements.
- 6.3 Accuracy of Financial Information. Premium Concessionaire agrees that all financial statements, reports, information and billings (including any Event Summary Report) delivered to the District and SMC pursuant to the terms of this Agreement shall be true, accurate and complete in all material respects, accurately reflect the facts reported as of the date thereof, and may be relied upon as being complete and accurate in all material respects in any further recording or reporting made by the District or SMC for any other purpose.
- 6.4 Notice of Premium Concessionaire's Event of Default. Premium Concessionaire shall notify the District and SMC in writing within three (3) Business Days of its discovery that: (i) Premium Concessionaire's Event of Default has occurred, or (ii) an event that with the giving of notice or lapse of time will constitute Premium Concessionaire's Event of Default has occurred.
- 6.5 Access by Premium Concessionaire Parties. Premium Concessionaire Parties shall be permitted to enter upon and remain in the Stadium with access to areas of the Stadium, including the Catering Areas, reasonably necessary for Premium

Concessionaire's performance of the Obligations (the "Permitted Areas"). Premium Concessionaire Parties shall have access to the Permitted Areas for work purposes only, during Catered Events and in connection with permitted Non-Stadium Events, and at such other times reasonably necessary for Premium Concessionaire's performance of the Obligations.

- 6.6 Food Preparation. All Food served or sold at the Stadium by Premium Concessionaire shall be cooked and prepared by chefs or cooks at the Stadium in compliance with the requirements of Articles 18 and 19, unless otherwise approved in advance and in writing by the District and SMC, and except that baked goods may be cooked and prepared off-site.
- 6.7 Rights of Patrons. Any activity of Premium Concessionaire shall not unreasonably infringe upon the rights of the Patrons. The activities of Premium Concessionaire shall be such as to render service to Patrons in a dignified manner. Premium Concessionaire shall conduct and operate Stadium Catering at all times in a manner which does not interfere with the orderly operation of any Event. Premium Concessionaire shall not permit any of the Premium Concessionaire Parties to distribute campaign or political literature or any commercial solicitation literature of any kind at any time at the Stadium or on the Real Property.
- 6.8 Stadium Catering. Premium Concessionaire shall provide the highest level of service at all Catered Events at which Premium Concessionaire provides Stadium Catering. Within seven (7) days prior to an Event, the Event Host reserves the right to direct Premium Concessionaire to partially or completely refrain from providing Stadium Catering at such Event if the Event Host deems (in the exercise of its sole and absolute discretion) (i) such Stadium Catering to be inconsistent with the nature or character of the Event being hosted or (ii) necessary for the safety of Patrons or Event Participants or (iii) necessary for the protection of the Stadium. The Event Host reserves the right to direct Premium Concessionaire to partially or completely suspend the sale of any Food or Beverage item at any Event if the Event Host deems (in the exercise of its sole and absolute discretion) the suspension of such sales is necessary for the safety of Patrons or Event Participants or for the protection of the Stadium.
- 6.9 Deliveries to Lender. Premium Concessionaire agrees within five (5) Business Days after the execution of this Agreement by all Parties hereto to execute and deliver to Lender and SMC an agreement (the "Consent and Agreement") in the form and content of Exhibit A hereto and agrees to cause an opinion letter in the form and content of Exhibit B hereto to be delivered to the Lender from independent legal counsel to Premium Concessionaire acceptable to the Lender. The District agrees to execute the acknowledgment provided in the Consent and Agreement.

7. Licenses

7.1 General. Premium Concessionaire shall procure and maintain, at its sole expense, all Licenses, which shall either be displayed as required by Law, or, if not required to be displayed by Law, shall be maintained at appropriate Catering Areas to permit, at all times, inspection by the District, SMC, PDB or Governmental Authorities. Premium Concessionaire shall keep all Licenses in full force and effect throughout the License Term of this Agreement. No Party shall take any action which may impair the ability of any other party or Person to hold licenses or permits which are necessary to carry out the objectives of this Agreement or the operation of the Stadium. Premium Concessionaire shall prepare, file and process all applications for the Licenses and their subsequent renewals without lapse. Upon request, the District and SMC shall execute such documents and instruments and take such action (at no out-of-pocket cost, expense or liability to the District or SMC) as may be reasonably required to assist Premium Concessionaire in obtaining any Licenses. Premium Concessionaire shall immediately notify the District and SMC of any pending or threatened action by any Governmental Authority to modify, amend, limit, revoke or suspend a License. Premium Concessionaire shall deliver a copy of any application filed by Premium Concessionaire for a License within ten (10) Business Days after the filing of such application and shall deliver to the District and SMC a copy of any License granted to Premium Concessionaire within ten (10) Business Days after Premium Concessionaire's receipt of such License.

7.2 Sale of Alcoholic Beverages.

7.2.1 Premium Concessionaire shall, at no cost or expense to the District, SMC or PDB, obtain prior to the Scheduled Opening Date and maintain throughout the License Term, the Liquor License. The Liquor License shall be held in the name of Premium Concessionaire. Premium Concessionaire shall not sell nor permit any Premium Concessionaire Party to sell any Alcoholic Beverages in any part of the Stadium or on the Real Property in violation of any Law. Premium Concessionaire shall have the sole responsibility of determining whether to serve or to refuse service of Alcoholic Beverages to any Patron at any Executive Suite Catered Event and any Stadium Catered Event on a Suite Level; provided, however, the Event Host shall have the right to determine whether Alcoholic Beverages will be made available for sale and whether such sales should be suspended at any time during such Executive Suite Catered Event or Stadium Catered Event in accordance with the provisions of subsection 7.2.2. Premium Concessionaire shall be permitted to sell Alcoholic Beverages at all times during Home Games, unless (i) such sales are prohibited by Law, any of the Other Agreements or generally applicable policy or regulation of the NFL, or (ii) SMC determines that the cessation of the sale of Alcoholic Beverages is necessary for the safety of Patrons or Event Participants or for the protection of the Stadium. Subject to the provisions of subsection 7.2.1.4, Premium Concessionaire shall not sell any Alcoholic Beverages at Stadium Catered Events, except for Stadium Catered Events on the Suite Levels, and Premium Concessionaire

shall not take any action at any Stadium Catered Event which may cause a violation by Concessionaire of any Law or Concessionaire's liquor license.

7.2.1.1 In the event the District and SMC determine that (i) Premium Concessionaire will not be able to obtain the Liquor License on or before the Scheduled Opening Date due to its negligence or misconduct or (ii) in the event that based upon the negligence or misconduct of the Premium Concessionaire or Premium Concessionaire Parties, the Liquor License is cancelled, revoked or suspended such that the service of Alcoholic Beverages is not permitted [A] during two (2) Home Games in any NFL Season [B] during six (6) Home Games in any five (5) NFL Seasons, or [C] during six (6) Field Events in any five Contract Years, the District and SMC may (in addition to any other remedies available to the District or SMC), at their option, either (i) terminate this Agreement upon delivery of written notice to Premium Concessionaire; or (ii) assign the rights and responsibility for all sales of Alcoholic Beverages to a third party (including Concessionaire), together with any operation of any Stadium Catering which may be necessary to enable the third party to meet requirements governing the Liquor License, while keeping the remaining portions of this Agreement in full force and effect; provided, however, that the duration of such assignment pursuant to this subsection 7.2.1.1 shall not extend beyond thirty (30) days following the end of the Contract Year during which such assignment occurs and further provided that, upon the termination of such assignment, the District and SMC may, at their option, terminate this Agreement. In the event a third party provides the sale of Alcoholic Beverages or Catering, the proceeds from the Third Party Sale received by such Third Party shall be included within Gross Receipts or District Gross Receipts, as applicable, for all purposes under this Agreement. All Third Party Commissions paid by such third party to SMC as a result of the Third Party Sale shall be credited toward the SMC Guaranteed Annual Payment.

7.2.1.2 In the event SMC determines that the cancellation, revocation or suspension of the Liquor License is imminent, the Premium Concessionaire shall immediately, upon receipt of the written request of SMC, take all action necessary to relinquish the Liquor License to SMC or such other third party designated by SMC. Premium Concessionaire agrees to execute and deliver all documents required to relinquish the Liquor License in compliance with all Laws. In the event SMC demands the relinquishment of the Liquor License in accordance with this subsection, SMC or such third party designated by SMC shall have the right to purchase (at the Premium Concessionaire's actual cost) the inventory of Alcoholic Beverages stored at the Stadium by the Premium Concessionaire or any portion

thereof selected by SMC or such designated third party. The Premium Concessionaire shall promptly remove from the Stadium all of its inventory of Alcoholic Beverages stored at the Stadium which SMC or such designated third party does not elect to purchase. In the event of the relinquishment of the Liquor License, SMC or such designated third party and their employees and agents shall be permitted to use those portions of the Stadium Premises and Equipment previously used by the Premium Concessionaire Parties in the sale and distribution of Alcoholic Beverages at the Stadium or on the Real Property, it being the express intent of the Parties to permit SMC or such designated third party to continue with the uninterrupted sale and distribution of Alcoholic Beverages at Catered Events at the same level and in the same manner furnished by the Premium Concessionaire prior to such relinquishment. In the event SMC demands the relinquishment of the Liquor License in accordance with this subsection, Premium Concessionaire agrees not to remove any of its personal property used in the sale and distribution of Alcoholic Beverages at the Stadium or on the Real Property without the prior written consent of SMC (which consent may be withheld in the sole and absolute discretion of SMC) and Premium Concessionaire agrees to remove any of its inventory of Alcoholic Beverages from the Stadium and the Real Property if requested by SMC. The rights of SMC pursuant to the terms of this subsection shall be in addition to and not in lieu of any other remedies available to the District or SMC. Provided that Premium Concessionaire has provided complete, true and accurate information in all material respects on its application to receive a Liquor License and on all documents in support thereof, the District and SMC agree to cooperate with Premium Concessionaire's efforts to reinstate the Liquor License in the name of Premium Concessionaire as promptly as possible; provided, however, that Premium Concessionaire shall promptly reimburse the District and SMC for any out-of-pocket costs and expenses (including reasonable attorneys' fees) associated therewith.

- 7.2.1.3 If the Liquor License is cancelled, revoked or suspended based on Premium Concessionaire's negligence, misconduct, lack of diligence or failure to take commercially reasonable efforts to maintain the Liquor License in effect and such cancellation, revocation or suspension has the effect that Alcoholic Beverages cannot be sold at a Catered Event where Alcoholic Beverages were to be sold: (i) Premium Concessionaire shall be obligated to pay the Event Host an amount equal to what would have been the expected Commissions from the sale of Alcoholic Beverages at the Catered Event under Section 26.1 or Section 26.2 had the sale of Alcoholic Beverages been permitted less the amount of any Third Party Commissions

received by the Event Host attributable to the sale of Alcoholic Beverages at the Catered Event by a third party, and (ii) Gross Receipts or District Gross Receipts, as applicable, for all purposes of this Agreement, shall be increased by an amount equal to the amount of Gross Receipts or District Gross Receipts, as applicable, which would have been expected from the sale of Alcoholic Beverages at the Catered Event had the sale of Alcoholic Beverages been permitted. Subject to the District's and SMC's right to terminate this Agreement pursuant to the provisions of subsection 7.2.1.1, provided that Premium Concessionaire has provided complete, true and accurate information in all material respects on its application to receive a Liquor License and on all documents in support thereof, the District and SMC agree to cooperate with Premium Concessionaire's efforts to reinstate the Liquor License in the name of Premium Concessionaire as promptly as possible; provided, however, that Premium Concessionaire shall promptly reimburse the District and SMC for all out-of-pocket costs and expenses (including reasonable attorneys' fees) associated therewith.

7.2.1.4 Notwithstanding any contrary provisions of this Section 7.2, the Parties acknowledge that the Liquor License and any and all licenses, permits, approvals, consents or orders required from any Governmental Authority for the lawful storage, sale and distribution and Patron's consumption of Alcoholic Beverages at the Stadium may be jointly held in the name of Premium Concessionaire and Concessionaire (a "Joint Liquor License"). In the event that a Joint Liquor License is issued, except for the sale of Alcoholic Beverages at Executive Suite Catered Events and at Stadium Catered Events on the Suite Levels, any and all Alcoholic Beverages sold at an Event shall be sold by Concessionaire unless otherwise approved by SMC in the exercise of its sole and absolute discretion.

7.2.2 The Event Host shall have the right to determine in its sole and absolute discretion whether or not Alcoholic Beverages may be sold or consumed in the Stadium or on the Real Property or any part thereof (including the Executive Suites and Executive Suites Concourses) during the Catered Event; provided, however, that the Event Host must notify Premium Concessionaire in writing at least seven (7) days prior to its Catered Event if Alcoholic Beverages are not to be served at such Catered Event. In addition, Premium Concessionaire agrees that it will, promptly after the request of the Event Host, cease the sale of Alcoholic Beverages at a Catered Event where the Event Host determines, in its sole and absolute judgment, that such cessation is necessary for the safety of Patrons or Event Participants or for the protection of the Stadium. If the Event Host makes a request to cease the sale of Alcoholic Beverages, the Event Host shall not be liable to Premium Concessionaire for any losses or damages (including any lost revenue)

resulting from the failure, either in whole or in part, to sell Alcoholic Beverages at such Catered Event.

- 7.2.3 Premium Concessionaire shall provide at its sole expense Alcohol Awareness Training for all Premium Concessionaire Parties involved in the sale, distribution or monitoring of Alcoholic Beverage consumption at the Stadium. Upon receipt of a written request by the District or SMC, Premium Concessionaire shall deliver copies of all written materials provided to attendees of the Alcohol Awareness Training, the dates training sessions were held, and the names of all training attendees and their corresponding positions or titles in the operation of Stadium Catering.

8. Liaisons and General Manager

- 8.1 Premium Concessionaire's Construction Liaison. Premium Concessionaire designates Peter Lagomarsino as the Premium Concessionaire's representative and liaison (the "Premium Concessionaire Construction Liaison") to which all inquiries relating to the construction and design of the Catering Areas, Staffing Areas, Marketing Area and Improvements or relating to the selection and installation of the Equipment. Premium Concessionaire shall have the right to change the appointment of the Premium Concessionaire's Construction Liaison one time during the construction of the Stadium upon delivery of not less than thirty (30) days prior written notice to the District and SMC subject to the District's and SMC's approval of such appointee. Premium Concessionaire Construction Liaison shall be available on a daily basis to assist, in person or telephonically, the SMC Construction Representative, the District, SMC, PDB or the Design/Builder in the design and planning of the Catering Areas, Staffing Areas, Improvements, Equipment, utility lines servicing the Catering Areas and Staffing Areas and in any other matters related thereto. The reasonable out-of-pocket expenses incurred by the Premium Concessionaire in connection with such assistance provided by the Premium Concessionaire Construction Liaison shall be included as Pre-Opening Expenses in accordance with the provisions of Section 29.2. Subject to the provisions of Section 27.1, the District and SMC shall have final approval rights (in the exercise of their sole and absolute discretion) of all aspects of designing, budgeting for, equipping and constructing the Catering Areas, Staffing Areas, Marketing Area and Improvements. Premium Concessionaire's Construction Liaison shall direct any and all inquiries initiated by Premium Concessionaire which relate to the construction of the Stadium, the Catering Areas, Staffing Areas, Marketing Area and the Improvements or to the installation of the Equipment to the SMC Construction Representative. If the District or SMC notifies Premium Concessionaire of a reasonable objection to the Premium Concessionaire Construction Liaison, Premium Concessionaire shall have thirty (30) days after receipt of such notification in which to attempt to resolve the objection. If the Premium Concessionaire is unable to resolve the objection within such thirty (30) day period, Premium Concessionaire will appoint a replacement Premium Concessionaire Construction Liaison in accordance with the provisions of this Section 8.1.

- 8.2 District Liaison. The District shall appoint a liaison (the "District Liaison") to which all Premium Concessionaire's inquiries relating to the operation of Stadium Catering at District Catered Events may be directed. The District initially designates Tim Romani as the District Liaison. The District may change the District Liaison from time to time upon delivery of written notice to the Premium Concessionaire. The District Liaison shall have the authority to provide approvals or consents pertaining to a District Catered Event which Premium Concessionaire is required to obtain from the District under this Agreement.
- 8.3 SMC Liaison. SMC shall appoint a liaison (the "SMC Liaison") to which all Premium Concessionaire's inquiries relating to the operation of Stadium Catering at SMC Catered Events may be directed. SMC initially designates J. Allen Fears as the SMC Liaison. SMC may change the SMC Liaison from time to time upon delivery of written notice to Premium Concessionaire. The SMC Liaison shall have the authority to provide approvals or consents pertaining to an SMC Catered Event which Premium Concessionaire is required to obtain from SMC under this Agreement.
- 8.4 General Manager. The Premium Concessionaire shall at all times designate an individual to act as the Premium Concessionaire's general manager (the "General Manager") who shall have the responsibility of supervising the Premium Concessionaire's operation of the Stadium Catering and the performance of the Obligations. The Premium Concessionaire initially designates Peter Lagomarsino as the General Manager. Premium Concessionaire shall have the right to change the appointment of the General Manager with the consent of the District and SMC. The General Manager shall at all times on and after the Opening Date maintain his or her principal residence within a fifty (50) mile radius of the Stadium. The General Manager shall be available on a daily basis to respond to inquiries from the District, SMC or PDB concerning the operation of the Stadium Catering and the Premium Concessionaire's performance of the Obligations. Except where circumstances beyond Premium Concessionaire's control preclude the giving of such notice, Premium Concessionaire shall provide the District and SMC with not less than thirty (30) days advance written notice of its intent to change the appointment of the General Manager. Prior to the Premium Concessionaire's appointment of any successor General Manager, Premium Concessionaire shall provide the District and SMC with information pertaining to the background and educational and work experience of any proposed successor General Manager and shall consult with the District and SMC prior to the appointment of a successor General Manager. Premium Concessionaire agrees to use all reasonable efforts to avoid changing the appointment of the General Manager during NFL Seasons. If the District or SMC notifies Premium Concessionaire of a reasonable objection to the General Manager, Premium Concessionaire shall have thirty (30) days after receipt of such notification in which to attempt to resolve the objection. If the Premium Concessionaire is unable to resolve the objection within such thirty (30) day period, Premium Concessionaire will appoint a replacement General Manager in accordance with the provisions of this Section 8.4.

- 8.5 SMC Event Coordinator. SMC shall appoint a coordinator ("SMC Event Coordinator") to supervise the set-up and operation of each Stadium Catered Event. The SMC Event Coordinator shall also coordinate the efforts of Premium Concessionaire and Concessionaire. Except where circumstances beyond SMC's control preclude the giving of such notice, SMC shall provide Premium Concessionaire with oral notice of the appointment of an SMC Event Coordinator not less than one (1) Business Day prior to the Scheduled Commencement of such Stadium Catered Event.

9. Notice of Event

- 9.1 Identification of Event Host. The District shall provide Premium Concessionaire with a minimum of seven (7) days' advance written notice of District Catered Events and SMC shall provide Premium Concessionaire with a minimum of seven (7) days' advance written notice of SMC Catered Events.
- 9.2 Executive Suite Catered Events. Premium Concessionaire acknowledges that, except for certain rights reserved by the District under the Lease pertaining to a limited number of Executive Suites, SMC has the sole and exclusive right to grant licenses to use the Executive Suites during Home Games, Field Events and Non-Field Events. Within thirty (30) days prior to the commencement of each NFL Season during the Term, SMC shall provide the Premium Concessionaire with a listing of Executive Suite Licensees, which listing shall include a contact person, telephone number, facsimile number and Executive Suite number for each such Executive Suite Licensee, to the extent that such Executive Suite Licensee has provided SMC with such information. Executive Suite Licensees may contract with Premium Concessionaire for the provision of Stadium Catering at any Executive Suite Catered Event. Premium Concessionaire shall coordinate menu selection, quantities and Catering services to be provided at each such Executive Suite Catered Event directly with each such Executive Suite Licensee. Premium Concessionaire shall provide SMC with a copy of the Agreement for Services with respect to such Executive Suite Catered Event within three (3) Business Days prior to such Executive Suite Catered Event. In addition, in the event any amendments, supplements or modifications are made to such Agreement for Services, Premium Concessionaire shall promptly provide SMC with a copy of such Agreement for Services as amended, supplemented or modified.
- 9.3 Stadium Catered Events. All Stadium Catered Events shall be scheduled and booked by the SMC Event Coordinator. The SMC Event Coordinator may determine, in the exercise of his or her sole and absolute discretion, the date, time, location within the Stadium and size of each Stadium Catered Event; provided, however, that if the SMC Event Coordinator receives a request from the District for a District Stadium Catered Event and the requested date for such District Stadium Catered Event is available, then the District shall be permitted, subject to the provisions of the Lease, to host such District Stadium Catered Event. Premium Concessionaire shall refer any and all inquiries that it receives regarding the scheduling and booking of Stadium Catered

Events to the SMC Event Coordinator. After scheduling and booking any Stadium Catered Event, the SMC Event Coordinator shall refer the Person who booked such Stadium Catered Event (the "Banquet Licensee") to Premium Concessionaire in order to coordinate preparation of Event Diagram, menu selection, quantities and Catering services to be provided by Premium Concessionaire at such Stadium Catered Event. SMC and the District, respectively, reserve the right to contract with and charge Banquet Licensees for Stadium room or area usage, headcount charge, parking, cleaning, Stadium Tables and Chairs set-up, Ancillary Services and Additional Equipment pertaining to Stadium Catered Events. Premium Concessionaire and the Banquet Licensee shall mutually determine and agree upon the Catering services (including Food and Beverages) to be provided at such Stadium Catered Event; provided, however, that such Banquet Licensee shall have no obligation to contract with Premium Concessionaire for Catering services at such Stadium Catered Event unless such Stadium Catered Event is a Club Level Catered Event. Premium Concessionaire shall provide SMC or the District, as appropriate, with a copy of any Agreement for Services with respect to such Stadium Catered Event and an Event Diagram within three (3) Business Days prior to such Stadium Catered Event. To the extent Stadium Tables and Chairs are available, SMC or the District, as appropriate, shall be responsible for set up of the Stadium Tables and Chairs consistent with the Event Diagram. Premium Concessionaire shall notify SMC or the District, as appropriate, of any changes to the Event Diagram as soon as possible and SMC or the District, as appropriate, shall use all reasonable efforts to cause the Stadium Tables and Chairs to be set-up consistent with the Event Diagram at least four (4) hours prior to the Scheduled Commencement of each Stadium Catered Event. Provided that Premium Concessionaire provides Concessionaire with reasonable advance notice of each scheduled Stadium Catered Event (except for Stadium Catered Events within an Executive Suite or on an Executive Suites Concourse), SMC or the District, as appropriate, shall coordinate with Concessionaire and shall use its reasonable efforts to assure that (i) all service areas or bars for Alcoholic Beverage service are set-up and ready for service one (1) hour prior to the Scheduled Commencement of any Stadium Catered Event providing Alcoholic Beverage service, and (ii) that all such Stadium Catered Events are adequately staffed with the proper number of servers and clearers for Alcoholic Beverage Service. In addition, in the event any amendments, supplements or modifications are made to such Agreement for Services, Premium Concessionaire shall promptly provide SMC or the District, as appropriate, with a copy of such Agreement for Services as amended, supplemented or modified. In the event that Premium Concessionaire and the Banquet Licensee do not enter into an Agreement for Services with respect to such Stadium Catered Event, Premium Concessionaire shall provide written notification thereof to SMC or the District, as appropriate, within three (3) Business Days prior to such Stadium Catered Event. Premium Concessionaire shall promptly notify SMC and the Stadium Event Coordinator of the cancellation of any Stadium Catered Event.

- 9.4 Deposits. Premium Concessionaire shall collect from each Banquet Licensee a catering deposit in an amount comparable to catering deposits collected by

comparable caterers at comparable events at Similar Local Facilities. In the event of the cancellation of any previously scheduled Catered Event by a Banquet Licensee or in the event such catering deposit is forfeited by such licensee for any other reason, the amount of such forfeited catering deposit shall be included in Gross Receipts or District Gross Receipts, as applicable, for all purposes under this Agreement.

- 9.5 Cancellation of Stadium Catered Event by SMC. SMC may cancel any previously scheduled Stadium Catered Event and may require Premium Concessionaire to terminate the Agreement for Services with respect to such Stadium Catered Event; provided, however, that SMC shall provide written notification of such cancellation and required termination to Premium Concessionaire not less than thirty (30) days prior to the date such Stadium Catered Event is scheduled to occur and further provided that the cancellation of District Catered Events shall be subject to the terms and provisions of the Lease. SMC shall, within thirty (30) days after receipt of such terminated Agreement for Services and other evidence of Premium Concessionaire's payment of the Cancellation Fee as may be requested by SMC, reimburse Premium Concessionaire for Premium Concessionaire's payment of the Cancellation Fee; provided, however, that such reimbursement shall not exceed the lesser of (i) \$15,000 or (ii) twenty-five percent (25%) of the total contract price of the Food and Beverage items and related services as set forth on such terminated Agreement for Services. Premium Concessionaire's payment of any Cancellation Fee shall be deducted from Gross Receipts and not included within District Gross Receipts, if applicable, and Premium Concessionaire's refund of any deposit paid by a Banquet Licensee due to the termination of an Agreement for Services as requested by SMC pursuant to this Section 9.5 shall not be included within Gross Receipts or District Gross Receipts, if applicable.

10. **Grant of Exclusive Rights and Merchandise Marketing Prohibition**

- 10.1 Exclusive Premium Concessionaire Rights. The District and SMC hereby grant Premium Concessionaire the exclusive right (i) to manage, operate and provide all Stadium Catering (including the sale of Alcoholic Beverages) at all Executive Suite Catered Events and all Stadium Catered Events on the Plaza Level (to the extent that Catering has been requested by Executive Suite Licensees or Banquet Licensees), and (ii) to manage, operate and provide all Stadium Catering (excluding the sale of Alcoholic Beverages) during all Stadium Catered Events on the Club Lounge level of the Stadium (the "Club Level Catered Events"). Notwithstanding the rights granted to the Premium Concessionaire in the foregoing sentence, Premium Concessionaire shall not have the right to provide Stadium Catering or services during the following Events and to the following areas of the Stadium (the "Exclusions"), unless otherwise requested by an Event Host pursuant to the provisions of Section 11.1:

- 10.1.1 Ten percent (10%) of the Executive Suite Catered Events (excluding Executive Suite Catered Events at the Owner's Suite and District Suite) occurring at Home Games and Field Events (which shall be measured on the

basis of NFL ticket manifested seats within the Executive Suites excluding the Owner's Executive Suite and the District's Executive Suite from such calculation), excluding the sale of Alcoholic Beverages at such Executive Suite Catered Events;

10.1.2 The Quarterback Club;

10.1.3 Areas outside the Stadium and on the Real Property;

10.1.4 Culinary Events;

10.1.5 Special Stadium Events; and

10.1.6 Up to two (2) Club Level Catered Events per Contract Year; provided that Concessionaire is willing to donate all Food and Beverage items and all labor pertaining to such Club Level Catered Event and Premium Concessionaire is not willing to donate Food items and labor pertaining to such Club Level Catered Event and further provided that Concessionaire shall not use the Equipment at such Club Level Catered Event without the Premium Concessionaire's consent.

10.2 Relinquishment of Exclusive Right. The District or SMC shall have the right, in addition to Culinary Events and Special Stadium Events, to have Catering provided by a third party concessionaire at Stadium Catered Events on the Club Lounge level at the Stadium, otherwise prohibited under Section 10.1 (such Events being referred to as a "Relinquished Stadium Catering Event"), provided that:

10.2.1 The Event Host shall pay to Premium Concessionaire within ten (10) days after the date such Relinquished Stadium Catering Event occurs a fee ("Relinquished Event Fee") equal to fifteen dollars (\$15.00) per Patron attending such Relinquished Stadium Catering Event; and

10.2.2 The Equipment may not be used at such Relinquished Stadium Catering Event without the Premium Concessionaire's consent.

10.3 Merchandise Marketing Prohibition. Premium Concessionaire shall not sell or market any Merchandise at the Stadium.

10.4 Catering Exclusivity. Other than Catering provided at a Culinary Event, Special Stadium Event or Relinquished Stadium Catered Event or in the Stadium Club, the District and SMC agree that, provided Catering is available to prospective Patrons of the Stadium and Real Property at levels reasonably desired by the District and SMC and as required under this Agreement and the General Concession Agreement: (i) any Catering within the Stadium, on the Sports Legends Mall, or on the Counties Gateway Plaza, after the Opening Date shall only be provided by the Concessionaire, Concessionaire's Subconcessionaires or the Premium Concessionaire; provided,

however, that notwithstanding any provision contained in this Agreement to the contrary, the District reserves the right to have Catering (except Alcoholic Beverages) provided to the District Executive Suite by any third party caterer selected by the District; and (ii) any Catering on the Real Property, excluding the Stadium, on a day that a Home Game is scheduled shall only be provided by the Concessionaire, Concessionaire's Subconcessionaires, or the Premium Concessionaire; provided, however, that any Person who is a party to a Sponsorship Agreement or similar agreement with SMC, PDB or any of their Affiliates may have such Catering provided by another third party caterer provided the Event shall not be held within the Stadium, on the Sports Legends Mall or on the Counties Gateway Plaza. Premium Concessionaire acknowledges that the Sponsorship Agreements may place restrictions upon Premium Concessionaire's marketing or promotional activities pertaining to Catered Events. The District or SMC, as applicable, shall advise Premium Concessionaire of any such restrictions, and Premium Concessionaire agrees to comply with the terms and provisions of the Sponsorship Agreements and agrees not to cause a violation of such terms and provisions by the District or by SMC and PDB, as applicable. Provided that Premium Concessionaire has received reasonable advance notice of such terms and provisions, Premium Concessionaire shall be responsible for Premium Concessionaire's costs associated with compliance with the terms and provisions of such Sponsorship Agreements. In the event that Premium Concessionaire has not received reasonable advance notice of such terms and provisions, the District or SMC, as applicable, shall reimburse Premium Concessionaire for the reasonable additional out-of-pocket expense incurred by Premium Concessionaire as a result of complying with the terms and provisions of the Sponsorship Agreements.

11. Premium Concessionaire's Obligations to Provide Catering

11.1 Management and Operation of Catering, Consulting and Supervision. Premium Concessionaire hereby agrees that it shall manage, operate and provide all Catering at all Executive Suite Catered Events (to the extent that Catering has been requested by Executive Suite Licensees), all sales of Alcoholic Beverages at all Executive Suite Catered Events and Stadium Catered Events on the Suite Levels (to the extent that the sale of Alcoholic Beverages has been requested by Executive Suite Licensees or Banquet Licensees) and all Catering at Stadium Catered Events as requested by SMC (except if any such Event is an Exclusion) commencing on the Opening Date and continuing during the entire Term, in accordance with the provisions of this Agreement. In addition to the foregoing described Catering services, if requested by an Event Host, Premium Concessionaire shall manage, operate and provide the following:

11.1.1 Catering to any areas of the Stadium or Real Property reasonably requested by the Event Host during Home Games, Field Events, Non-Field Events, Catered Events, Culinary Events and Special Stadium Events.